

# PROPOSAL

**Client: Manitowoc Public School District**

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**Submitted: July 29, 2020**



## **PROJECT BACKGROUND AND NEED**

Manitowoc Public School district leaders have been undertaking an effort to look closely at student and school data and have identified racial gaps and disproportionality issues that need to

be addressed in the following areas:

- Academic achievement
- Discipline practices
- Special education referrals and processes

The district is currently working with the PBIS model, but describes limited success with this framework. They are also focusing on “character education” in schools, family and community engagement, and social-emotional learning and support, and describe wanting to move beyond behavior management towards an approach that encompasses equity and uses data to develop student focused policies and practices. To this end the district would like to engage teacher leaders, specifically the Deans of Students and Student Support Leaders (SSLs), in professional development that takes a racial equity lens in thinking about school policies and practices and building supportive relationships with students. There are four professional development days already scheduled during the 2020-2021 school year.

**PROPOSAL OVERVIEW: ACTIVITIES AND OUTCOMES** The plan outlined below has potential for deep learning, engagement, collaboration, and capacity building. The specific content and format of each session remains flexible and will be determined by the goals of district leaders and teacher leader participants, as well as the experiences and prior knowledge of participants, participants’ level of engagement, and the developing situation in communities related to the Covid-19 pandemic. In general, we envision interactive, application focused sessions with collaborative follow-up work aimed at increasing teacher leaders’ understanding of and capacity for addressing the racial equity issues facing the district. The main activities for Year 1 of this plan (2020-2021 school year) will take place during the four professional development sessions planned for the Deans and SSLs. We also provide an outline of how the work during this year could scale out across school buildings and the district as a whole in the 2021-22 and 2022-23 school years. In this plan, Year 1 focuses on building the racial equity skills and capacities of the Deans and SSLs (up to 25 people). Year 2 focuses on their racial equity work in respective buildings. Year 3 focuses on extending this work into the public/community sphere.

<b>Year 2020-21 Goal</b>	<p>Leaders have a framework for seeing, understanding, and talking about race and racism in their own school policies and practices.</p> <ul style="list-style-type: none"> <li>● Skill/practice: Use race-specific language and equity coaching tools to analyze school/classroom data and identify root causes of school inequality.</li> <li>● Capacity: Build affective stamina to persist through white racial discomfort while addressing racial inequities.</li> </ul>
<b>Year 2021-22 Goal</b>	<p>Leaders leverage their equity coaching skills and knowledge of race-based policy and practices to extend equity work to classroom teachers and building staff.</p> <ul style="list-style-type: none"> <li>● Skill: Use coaching, racial equity knowledge, and spheres of influence to engage teachers and staff in racial equity work in their buildings.</li> <li>● Capacity: Cultivate spaces of white racial courage and discomfort in coaching conversations at the building level.</li> </ul>
<b>Year 2022-23 Goal</b>	<p>Act upon courage, capacity, and skill to publicly (school board, community, parents, police, etc.) explain and defend policies and practices explicitly designed to benefit students of color.</p> <ul style="list-style-type: none"> <li>● Skills: Leverage the power of data and race specific language to support and defend policies and practices that center racial equity.</li> <li>● Capacity: Cultivate the conviction to uphold evidence-supported racial equity policy and practice when confronted with white backlash.</li> </ul>

We would meet these goals through the following actions with leaders:

1. Facilitated learning about key concepts and practices such as: Whiteness and the ways whiteness influences school policies and practices (i.e. white cultural practices and perspectives; white racial discomfort); deficit models and perspectives; using race-specific language; equity coaching; and root-cause analysis;
2. Structured opportunities for applying these concepts and practices to current school/district policies and district/school level data;
3. Structured opportunities for critically reflecting on teacher leaders’ own racial identities, perspectives, and implications;
4. Scaffolded introduction of equity coaching tools and practices;
5. Facilitated wellness practices embedded throughout the activities that grow the stamina of participants to sit with racial discomfort.

**SUMMARY OF ACTIVITIES AND INVESTMENT REQUIREMENTS**

We propose the following activities to move Deans and SSLs toward the Year 1 goal. We have taken an inquiry approach to this design, facilitating equity learning and action around pressing questions leaders co-generate at the start of the year. Our design also incorporates post-session application activities that participants will complete in their specific work contexts and ongoing support/communication/availability from Derute consultants between sessions. Finally, we infuse intergroup support protocols (what we call “championing”) and attention to white racial wellness toward the ultimate goal of this leadership team sustaining high-quality racial equity work on their own without the support of external consultants.

Deliverables	Proposed Activities	Post session activities	Investment
<p><b>Year One Goal:</b> Develop foundational knowledge for seeing, understanding, and talking about race and racism in school politics and practice.</p> <ul style="list-style-type: none"> <li>● Skill/practice: Use race-specific language and equity coaching tools to analyze school/classroom data and identify root causes of school inequality.</li> <li>● Capacity: Build affective stamina to persist through white racial discomfort while addressing racial inequities</li> </ul>			
<p>August 25, 2020, 8-11:30 CST facilitation</p>	<ol style="list-style-type: none"> <li>1. Co-develop racial equity inquiry questions with leaders to direct learning across the year in 3 key areas (e.g., character education, special education referrals, etc.)</li> <li>2. Facilitate leaders identifying data sources needed to provide insights in response to these questions</li> <li>3. Launch/model “champion” protocols for ongoing internal support and intention of racial discomfort and stamina</li> </ol>	<ol style="list-style-type: none"> <li>1. Leaders collect/secure data identified in session</li> <li>2. Leaders champion one another using structured champion protocol</li> </ol>	<p>August planning meeting with MPSD leadership: 1 hour * \$250/hr * 2 consultants = <b>\$500</b></p> <p>Design, administration, and analysis of needs assessment for leadership team: 4 hours * \$250/hr = <b>\$1,000</b></p> <p>Planning and</p>

			design: 9 hours *
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			<p>\$250/hr =  <b>\$2,250</b></p> <p>Half-day  facilitation =  <b>\$5,000</b></p> <p><b>Session 1  total: \$8,750</b></p>
Between sessions support	<ol style="list-style-type: none"> <li>1. Provide ongoing communication with Deans, SSLs, and district leaders as needs arise.</li> <li>2. Provide ongoing support through data analysis, concept clarification, meeting with Deans/SSL champion groups, etc.</li> </ol>	NA	<p>10 hours *  \$250/hr =  <b>\$2,500</b></p>

<p>October 30, 2020 Session, 8-11:30 CST facilitation</p>	<ol style="list-style-type: none"> <li>1. Introduction of race-specific talk as an analytical and sense making tool</li> <li>2. Facilitate root analysis of data with race-specific talk to generate insights in response to racial equity inquiry questions</li> <li>3. Identify silences within equity inquiry questions and necessary empathy work with students /school community members most adversely impacted by policies and practices</li> <li>4. Refining of champion protocols with attention to racial discomfort</li> </ol>	<ol style="list-style-type: none"> <li>1. Leaders complete empathy work in response to silences</li> <li>2. Leaders champion one another using structured protocol</li> </ol>	<p>October planning meeting with MPSD leadership: 1 hour * \$250/hr * 2 consultants = <b>\$500</b></p> <p>Planning and design: 9 hours * \$250/hr = <b>\$2,250</b></p> <p>Half-day facilitation = <b>\$5,000</b></p> <p><b>Session 2 total: \$7,750</b></p>
<p>Between sessions</p>	<p>3. Provide ongoing communication with Deans,</p>	<p>NA</p>	<p>10 hours * \$250/hr =</p>

<p>support</p>	<p>SSLs, and district leaders as needs arise.</p> <p>4. Provide ongoing support through data analysis, concept clarification, meeting with Deans/SSL champion groups, etc.</p>		<p><b>\$2,500</b></p>
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<p>January 25, 2021, 8-11:30 CST facilitation</p>	<ol style="list-style-type: none"> <li>1. Introduction of white cultural practices as an analytical and sense making tool</li> <li>2. Conduct root analysis of empathy data to generate insights in response to racial equity inquiry questions</li> <li>3. Refining of champion protocols with attention to racial discomfort</li> </ol>	<ol style="list-style-type: none"> <li>1. Leaders practice identifying and challenging white cultural practices using structured protocol</li> <li>2. Leaders champion one another using structured protocol</li> </ol>	<p>January planning meeting with MPSD leadership: 1 hour * \$250/hr * 2 consultants = <b>\$500</b></p> <p>Planning and design: 9 hours * \$250/hr = <b>\$2,250</b></p> <p>Half-day facilitation = <b>\$5,000</b></p> <p><b>Session 3 total: \$7,750</b></p>
<p>Between sessions support</p>	<ol style="list-style-type: none"> <li>5. Provide ongoing communication with Deans, SSLs, and district leaders as needs arise.</li> <li>6. Provide ongoing support through data analysis, concept clarification, meeting with Deans/SSL champion groups, etc.</li> </ol>	<p>NA</p>	<p>10 hours * \$250/hr = <b>\$2,500</b></p>
<p>March 19, 2021, 8-11:30 CST</p>	<ol style="list-style-type: none"> <li>1. Insights, decision making, and actions in response to racial equity inquiry questions</li> </ol>	<p>NA</p>	<p>March planning meeting with MPSD</p>

facilitation	2. Forming plans and champion support across summer months		leadership: 1 hour * \$250/hr * 2 consultants = <b>\$500</b>  Planning and design: 9 hours * \$250/hr = <b>\$2,250</b>  Half-day facilitation = <b>\$5,000</b>  <b>Session 4 total: \$7,750</b>
Summative items/report	Summative insights, artifacts, and plan based upon 2020-21 work to propel the district into 2021-20 focus and goals.	NA	10 hours * \$250/hr = <b>\$2,500</b>

**Total Investment: \$42,000**

*Please Note:* We have planned all Year 1 activities with the assumption that all sessions will be virtual. Investment amounts do not include travel or lodging costs associated with in-person workshops. Should circumstances change and face-to-face sessions become viable, investments will be adjusted.

### **FACILITATION TEAM**

The following Derute consultants will design and facilitate this project. (Please click on names for backgrounds and expertises.) Since we function as a cooperative, different member pairs or trios will “lead” different portions of the proposed activities, with all members remaining part of the design and communication team throughout the year.

[Emery Petchauer, Ed.D.](#)

[Elizabeth Drame, Ph.D.](#)

[Katie Elliott, Ph.D.](#)

[Jackie Robinson-Hunsicker, Ph.D.](#)

[Cindy Clough, Ph.D.](#)

## INVESTMENT SCHEDULE AND PROMPT PAYMENT TERMS

The Consultant, **Derute Consulting Cooperative** (hereafter Derute) shall be paid as follows by **Manitowoc Public School District** (hereafter Client). This shall include Client's obligation to reimburse Derute for business expenses incurred in relation to the work called for in this Contract.

### Investment Schedule

Payment to Derute will be made in four installments according to the invoice schedule below. Payments are due 30 days from the date of invoice.

Invoice Number	Invoice Date	Invoice Amount
Invoice 1	September 1st, 2020	\$11,250
Invoice 2	November 1st, 2020	\$10,250
Invoice 3	February 1st, 2020	\$10,250
Invoice 4	April 1st, 2020	\$10,250
<b>Total Investment \$42,000</b>		

Payment on Invoices sent to the Client shall be paid according to the Payment Schedule stated above and shall be paid within 30 calendar days from the date of the Invoice. If full payment is not made by this deadline, then Client agrees that a late fee equal to 8% of the unpaid amount shall be added onto the amount owed, and shall also be immediately due by the Client. If Client fails to make payment in full by 45 calendar days from the invoice date, Derute may send the Client a Notice of Default which provides a date which shall be no less than 10 calendar days to resolve the Default. If Client gets in touch with Derute within this time period and explains their circumstances and is then able to reach a payment plan, or modification plan with Derute, that shall constitute resolving the Default. If the Default is not resolved by this deadline, Derute has the right to give 20 days' Notice of Termination of this Contract. Client may have the Contract continue if it resolves the Default in full prior to the Termination Date, but shall not be entitled to resolve after that date without Derute's written agreement, which may be withheld at Derute's sole discretion. Partial payments or statement of excuses does not constitute resolving a Default of non-payment, unless agreed upon in writing by Derute, which may be withheld at Derute's sole discretion.

Should Client be in Default, and fail to resolve by the resolution date, and Derute terminates the Contact, and hires an attorney to pursue collection of unpaid amounts due, Client shall also be obligated to reimburse Derute for all its attorney fees and litigation costs incurred in the effort to collect unpaid compensation.

**Cooperation Between the Parties:**

Derute and the Client each promise each other that they shall cooperate with each other in their efforts to accomplish the objectives of this Contract. They shall each work with their own staff and other contractors to do their best to ensure that those individuals do not obstruct the activities contemplated by this Contract, and that they take steps necessary to provide information, materials, and data collection needed by Derute so as to accomplish the goals of this Contract.

**Protecting Intellectual Property:**

All materials created for the Client pursuant to this Contract shall remain the property of Derute. Client is free to use them within their organization or business, but shall not share them with third parties without Derute's prior approval in writing.

Derute agrees that if and when Derute uses any materials it creates for this project, in conjunction with other work performed by Derute for other clients or other purposes, it will modify or redact those materials so that Client's identity is not shown. However, if specifically agreed upon otherwise by Derute and Client, specifically identified materials could be used including language which identifies the Client. Any such individualized permission shall be in writing signed by both Derute and the Client.

If Client desires that certain materials created by Derute pursuant to this Contract would become the Intellectual Property of the Client, the Client must make those desires known to Derute, and negotiate the terms and conditions for such modification of Ownership. Client must enter into a written Agreement with Derute, either as part of this Contract or a follow up Amendment, prior to Derute personnel investing substantial time into the creation of the product at issue. A failure to do so shall mean that Derute is under no obligation to agree to the transfer of Ownership to Client.

**Non-Disclosure and Confidentiality Agreement:**

Derute shall agree to maintain data, information and documentation provided to it by the Client, in strict confidence, and to refrain from disclosing it to any third parties, under the following circumstances. This shall only apply to information provided to Derute which is not already publicly available. Client shall, prior to or at the time of transferring said data, information or documentation to Derute, make known in writing what items it requests remain confidential. A failure by the Client to make these requests known, means that Derute is under no obligation to maintain confidentiality of such materials. If the Client has given such timely notice, but Derute believes that such confidentiality unreasonably impairs its ability to perform the tasks called for in this Contract it shall make that position known to the Client prior to undertaking substantial work on that part of the project. A failure by Derute to do so, shall thereupon obligate Derute to comply with the Client's request for non-disclosure of the matters identified as needing confidentiality by Client.

Derute may desire to use samples of materials prepared for its clients to show future clients what may be created for them. If Client has provided data or information which it has requested remain confidential, and if Derute desires to use the materials it will create using that data or information for its purposes with third parties, Derute shall provide Client with specific examples of how it

proposes to use the materials in a manner which will remove or redact the Client's confidential information, and Client agrees to not unreasonably withhold permission for Derute to use examples in the proposed manner, and agrees to work with Derute to find ways to allow Derute to make its proposed use, though it is not required to agree.

If Client wishes to require Derute to refrain from making public that it works with Client on the general topic which is the purpose of this Contract, Client shall make that desire known. If such limitation is not specifically stated in this Contract, then until such time as some Amendment is agreed upon by the parties in writing, Derute is fully authorized to make public that it is working with Client on the general subject of this Contract. If Client has very specific requested limitations, such as no press releases, no statements in public forums like a radio talk show, Client must make those desires known and have them included in writing in this Contract or a subsequent Amendment. Until such time as such limitations are included in writing, signed by all parties, Derute is in no way limited from publicly stating that it is working with Client on the general topic of this Contract.

Any alleged breach of these terms by either party shall be considered a Default under this Contract. However, if either party believes that the other party has committed a breach, it shall first, before any other actions are taken, provide written Notice to the allegedly breaching party of the actions or inactions which constitute the breach, and also provide no less than 10 business days for the allegedly breaching party to successfully resolve the breach. Initiating satisfactory actions to resolve within the resolve period shall constitute a resolution, so long as those actions are diligently followed through to completion of the resolution.

If Client requires Derute to use particular methods to maintain confidentiality of data or information that it provides to Derute, Client must provide specific instructions about what it requires so that it is included in this Contract, or a subsequent Amendment. Until such time as such methods are agreed upon between the parties, Derute is not in default in any way for using its own methods and procedures to maintain confidentiality of materials provided by Client, which Derute has agreed to keep confidential, and such methods shall be presumed adequate unless clearly proven to be otherwise.

### **Modifications or Amendments:**

The terms of this Contract express the full extent of the terms of the Agreement between Derute and Client, and it is agreed that no other documents or writings or verbal statements express portions of the Agreement unless specifically referenced herein or attached and incorporated herein.

Should either party wish to amend any of the terms of this Contract they shall inform the other party in writing. The parties agree to work cooperatively together to find mutually acceptable terms for desired Amendments, but neither party is under any obligation to agree or accept modifications, though they will not unreasonably refuse or delay such agreement.

No purported modification shall be effective unless and until it shall be put into written form, referencing this Contract, and be signed and dated by both parties.

**Termination for Defaults other than as to Payment:**

These terms apply to any default other than as to payment. Either party may terminate this Contract because of a breach of any of the obligations of a party as set forth herein. However, prior to

termination, the non-defaulting party shall serve a written notice to the other party setting forth the alleged default, and providing the allegedly defaulting party no less than 10 business days to resolve the default. The non-defaulting party may declare in writing that the Contract is terminated if the defaulting party has failed to resolve the default within the resolution period. In regard to defaults other than payment of fees, initiating reasonable and appropriate means of resolution within the resolution period shall constitute resolving, so long as those methods are diligently followed and promptly brought to conclusion.

**Independent Contractor Status:**

Derute is an independent contractor with Client, and this Contract does not result in Derute or any of its employees, officers or directors, becoming employees of the Client. Any and all supervision of Derute staff shall be performed by Derute, and Client has no authority to do so. Client does not have the right to determine the methods, details and means of performing the services, unless such conditions are stated in writing in this Contract or some amendment thereto. This shall apply to any subcontractors engaged by Derute as well.

**Indemnification:**

Derute shall maintain its own insurance to cover any injuries or damages to Derute staff working at Client's facility or performing duties pursuant to this Contract, and Derute indemnifies Client from liability for any such damages, or injuries, to the extent its own insurance covers any such claims, unless those occur due to Client's own negligent actions or inactions.

**We sign below as authorized representatives of the named parties, to acknowledge the agreement to all the terms stated here and to assure the other party that the party which we represent has authorized us to sign on its behalf and to fully bind it to all of these terms.**

Derute Consulting Cooperative

Dated: Aug 3, 2002 BY:

Print name: Emery Petchauer

Print title: Member, DCC

Client

Dated: BY:

Print name:

Print title: