

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and National Equity Project (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services:

Contractor will conduct a 2 day Leading for Equity Training for AUSD site administrators. Contractor will provide two (2) Facilitators and will include Leading for Equity Resource guides.

Service fees include planning and travel time, materials development and production, reflection and debriefing.

2. Terms. The term of this agreement shall be February 11 & 12, 2020 (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$92,600 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600, whichever is later) to March 31, 2020. The work shall be completed no later than February 12, 2020.

3. Compensation. Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1.1 CONTRACTOR is providing services for a flat fee which shall not exceed \$ \$19,000.00.
- 3.1.2 CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____.
- 3.1.3 Other: _____.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: N/A

which shall not exceed a total cost of \$ _____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Leadership training in equity.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

5.1.3 **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because

CONTRACTOR will not work directly with students on more than an occasional basis.

MS (CONTRACTOR initials)

[Signature] (District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

- 5.2.1 Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 5.2.2 Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.
- 5.2.3 Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

MS (CONTRACTOR initials)
[Signature] (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. ***CONTRACTOR acknowledgement** Mark Salinas
- The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured with endorsement. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured. CONTRACTOR will provide AUSD proof of coverage naming AUSD as additional insured before commencing the performance of the work of this Agreement.

***CONTRACTOR acknowledgement** Mark Salinas

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6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____ (CONTRACTOR initials)

_____ (District Representative initials)

Notices. All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Sara Stone

E-mail: sstone@alamedaunified.org

Site/Dept: Teaching & Learning, AUSD

Address: 2060 Challenger Drive, Alameda, CA 94501

Phone: (510) 337-7092

CONTRACTOR:

Name: Mark Salinas

Title: Director, National Equity Project

Address: 1720 Broadway, 4th Floor

Oakland, CA 94612

Phone: (415) 577-0818

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

7. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

7.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

7.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

8. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

9. Contractor Qualifications / Performance of Services.

9.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

9.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 10. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 11. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 12. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 13. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 14. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in

connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

16. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
19. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 19.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 19.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
20. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
21. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.
22. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement.


In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

23. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
24. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
25. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
26. **Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
27. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
28. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
29. **Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
30. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
31. **Other.** Additional terms set forth below must be approved by legal counsel representing AUSD:
_____ (Legal counsel initials)

I. SITE

CONTRACTOR

Print Name & Title: Mark Salinas Director

CONTRACTOR Signature:  DocuSigned by: Mark Salinas Date: 12/6/2019
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SOURCE OF FUNDS

Unrestricted Funds (general fund) Donated Funds

Restricted Funds (categorical) Appropriate Director Approval if using restricted funds: _____
(Director Signature)

Budget Code: 01-0002-0-1110-1000-5800-049-49-1027

 Requesting Administrator ("wet" signature required) Date: 12/6/19

FORWARD TO: Business Services for review and processing

II. HR

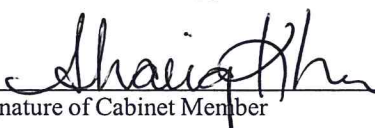
Human Resource Approval Yes No

 Signature of Human Resource Administrator Date: 12/12/19

FORWARD TO: Business Services for processing

III. CABINET

- Superintendent
- Chief Human Resources Officer
- Chief Academic Officer
- Chief Student Support Officer
- Chief Business Officer

 Signature of Cabinet Member Date: 12/13/19

BOE Approval Required For Contracts Equal To Or Greater Than \$92,600:

IV. BOARD

Signature of President, Board of Education Date: _____

Signature of Secretary, Board of Education Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. National Equity Project	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
Non Profit	
5 Address (number, street, and apt. or suite no.) See instructions. 1720 Broadway 4th Floor	Requester's name and address (optional)
6 City, state, and ZIP code Oakland CA 94612	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
9 4 - 3 2 2 2 9 6 0	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶	1/2/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Virginia Fontana	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: NATIO-7			
INSURED National Equity Project 1720 Broadway, Floor 4 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Citizens Ins Co of America		31534
	INSURER B : Hartford Fire Ins. Co.		19682
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

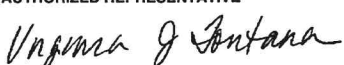
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		OBFA047342-06	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			OBFA047342-06	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			OBFA047342-06	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			51 WEC GF8821	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured with respects to the insured's business operations. Additional insured applies to General Liability policy only.

CERTIFICATE HOLDER Alameda Unified School Dist. 2060 Challenger Drive Alameda, CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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PROPOSAL FOR SERVICES

Leading for Equity Institute

Submitted to: Sara Stone, Chief Academic Officer
Alameda Unified School District
November 22, 2019

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415.577.0818

Project Duration: February 11-12, 2020

Cost: \$19,000

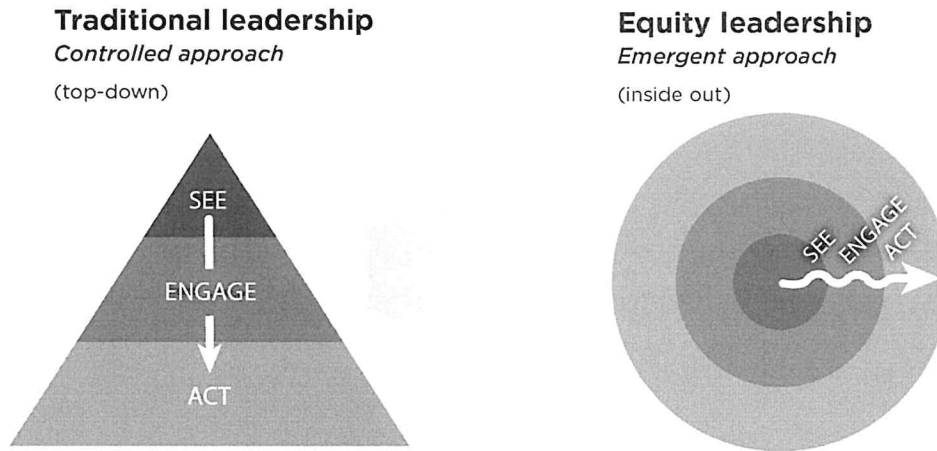
The National Equity Project partners with leaders to transform the outcomes, experiences, and life trajectories of young people and families who have been historically underserved by their public institutions. We offer sustained, embedded support to leaders to make effective, equity-based decisions and take informed action in their day-to-day work.

We believe anyone can be a leader for equity. We progress towards our vision by building leaders' will, skill, knowledge, capacity, and emotional intelligence to:

- Incorporate and apply both a racial equity and systems-thinking lens to their understanding of factors contributing to root causes of inequity in systems and to design and implement solutions.
- Examine and transform the discourse people have at personal, institutional, and structural levels.
- Lead powerful, human-centered, and cohered communities of practice across institutions (i.e. employment, health, childcare, education, transportation and housing sectors) toward improved racial equity outcomes.
- Design and implement policies, practices and processes necessary to support and protect the structural changes required to achieve equity.
- Disrupt, dismantle and address issues of systemic oppression (race, class, gender, language, sexual orientation, etc.) so that families and communities can be self-determining, self-renewing, and educated with increased political, educational, and economic opportunity.
- Sustain change by developing diverse leadership across systems and institutionalizing practices to catalyze and maintain the momentum for equity-driven change

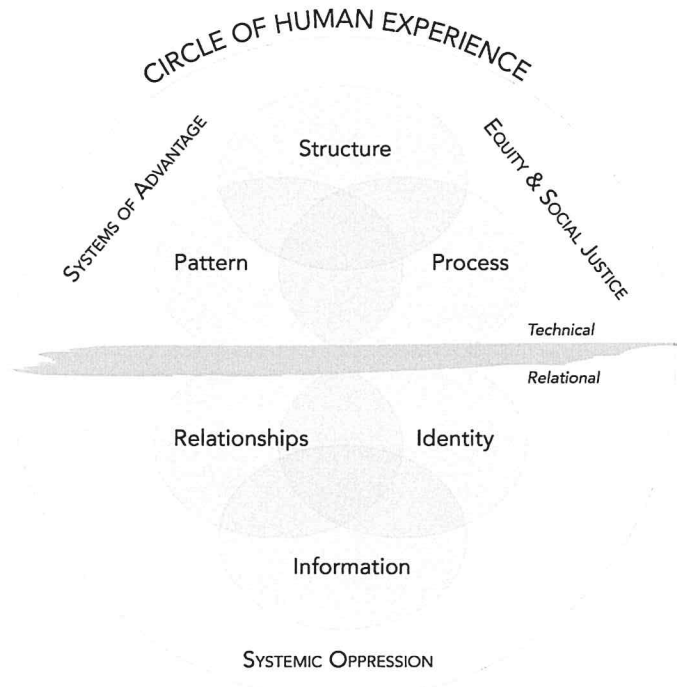
Most of us are accustomed to leading and being led from the “outside-in,” where the drivers of our actions are external requirements, hierarchical authority, and requisite programs to implement. When it comes to complex equity challenges - to which there are no step-by-step manuals, and which stretch us cognitively, relationally, and emotionally - this approach is inadequate. The National Equity Projects offers an “inside-out” approach to leadership that creates a different set of possibilities for how we approach equity work.

Our transdisciplinary *Leading for Equity™ Framework* provides a frame of reference that enables leaders to navigate the complex territory of equity challenges and develop their capacity to engage in purposeful leadership action.



NEP Leading for Equity "SEA" Framework, 2018

People created this system and it will take people to reimagine and reinvent it. We support our partners to work on both technical and relational challenges – supporting you to identify and develop necessary structures, patterns, and processes, while deeply focusing on too-often overlooked aspects of information sharing, relationships, and identity.



NEP Seven Circle Model of a Racialized System, 2018
Adapted from Dalmau Network Group "Below the Green Line"

We develop leaders from the boardroom to the classroom who have the political will, skill, knowledge and emotional intelligence to recognize those aspects of the inherited system that need to be interrupted, eliminate practices and policies that continue to serve only the elite, and create new ways of educating all children, not just some. Ours is a human-centered approach informed first by stakeholders in the system itself. At every stage there are a set of decisions and actions that system leaders can make. Our work with systems leaders is to support them to see the choices and make decisions in alignment with their values and desired outcomes.

Scope of Work

We believe that any attempt to effectively address deep, persistent equity challenges within an organization or system requires leadership with strong equity-consciousness, a clear sense of purpose, a humble understanding of the complexity of these challenges, and the capacity to mobilize the system in an aligned direction. Often, leaders focus on action without tending to their own requisite capacity-building. These service offerings focus on supporting such equity leadership learning and development.

Leading for Equity Institute

Leading for Equity is an experiential institute that provides ample opportunities for both individual and collective sharing, reflection, and interrogation of complex adaptive equity challenges. We aim to open up a safe space to explore personal beliefs and values around equity (which we call an equity imperative), while guiding the group with care and compassion through whatever emotions may surface. Our content frames and structures will give the group an opportunity to build common language for discussing potential root causes of inequities they see and/or experience.

Participants examine:

- How the effects of oppression impact structures, policies, practices, and routines, resulting in patterns of racialized outcomes and experiences.
- Individual and organizational dynamics that impede the success of change efforts.
- How to improve collaborative trusting relationships and build teams and alliances in diverse settings.
- The importance of emotional intelligence in leading equity efforts.

Pricing

Service/Deliverable	Fee	Notes
Leading for Equity Institute	\$19,000	<ul style="list-style-type: none">• 2 day Leading for Equity Institute• Up to 60 parent leaders• 2 Facilitators• Includes Leading for Equity Resource Guide• Client will secure venue and meals (if provided)
Total Service Fees	\$19,000	
Estimated Expenses (20%)	N/A	
Total Project Cost	\$19,000	

Service fees include planning and travel time, materials development and production, and reflection and debriefing. Service fees do not include travel expenses, which will be billed based on actual expenses. 25% of project cost is due upon contract signature; NEP will invoice the remainder in quarterly intervals. Additional services may be negotiated as needed.

Institute Facilitators

Mark Salinas, Director, Center for Equity Leadership

Mark has worked for the National Equity Project since 2002. He provides facilitative and instructional leadership coaching, as well as professional development to district leaders, principals, teacher leaders and teams. Mark was born and raised in San Francisco, and attended San Francisco public schools. He received his B.A. from San Francisco State University in African American Studies, as well as his Teaching Credential. Prior to joining the National Equity Project, Mark helped start a new high school in San Francisco where he taught and coordinated grade level teams, as well as a variety of student leadership groups. In the mid-90's, Mark taught one of four pilot Academic Literacy courses that became the foundational work for the nationally recognized Reading Apprenticeship framework for the Strategic Literacy Initiative (SLI). Mark has a passion for working with students furthest from opportunity, and has spent several summers leading intervention programs for middle school students in New Orleans, Berkeley, CA, and San Rafael, CA. Mark is a proud parent of two teen boys and a self-described "family guy."

Woo Williams-Zou, Director, Associate

Woo has served as an educator and youth advocate in the San Francisco Bay Area for the last 21 years. Her experiences with racism growing up inspired her to explore multiple pathways toward promoting love, healing, and social justice by improving learning experiences for young people from oppressed and marginalized communities who are hurt by systemic oppression. She studied law and became an attorney with the hope of transforming oppressive systems from the inside out, but ultimately decided that education was the best avenue to accomplish this goal. She became a high school English teacher and later served as a middle and high school principal in order to impact change beyond her classroom walls. She is blessed to coach, facilitate, and learn with and from leaders and schools across the US through her work with NEP. Woo earned her B.A. in English and Ethnic Studies from UC Berkeley, her J.D. from UC Hastings College of the Law, her teaching credential from San Francisco State University, and her administrative credential and M.A. in Education from UC Berkeley. In her down time, Woo enjoys quality time her family, writing or performing spoken word poetry, reading historical fiction, and making jewelry.

Experience & Partners

The National Equity Project has over 20 years of experience partnering with system leaders to deliver on the promises they make in their communities to provide an exceptional and transformative public education. Our mission is to transform educational experiences, outcomes, and life options for students and families who have been historically underserved. Our unique leadership and organizational development approach focuses on the technical, relational, social, and cultural dimensions of complex change efforts.

In our view, working towards equity entails:

- Removing the predictability of success or failure that currently correlates with race, socio-economic status, and any other social or cultural factor.
- Ending inequitable practices, addressing individual and systemic biases, and creating respectful, inclusive environments for adults and children to thrive.
- Discovering and cultivating the unique talents and interests that everyone possesses.

We support educational, intermediary, community-based, and philanthropic leaders to authentically collaborate to transform the systems to which they belong. We have partnered with a range of organizations and foundations including the following recent clients:

Alameda Unified School District	Alameda, CA
Annie E. Casey Foundation	Baltimore, MD
Aspire Public Schools	Oakland, CA
Battle Creek Public Schools	Battle Creek, MI
Berkeley Unified School District	Berkeley, CA
Bill & Melinda Gates Foundation	Seattle, WA
City Of Grand Rapids	Grand Rapids, MI
Denver Public Schools	Denver, CO
Educate78	Oakland, CA
Emery Unified School District	Emeryville, CA
Federal Way Public Schools	Federal Way, WA
First Five San Francisco	San Francisco, CA
Forest Grove School District	Forest Grove, OR
Foundation for Newark's Future	Newark, NJ
Grand Rapids Public Schools	Grand Rapids, MI
Green Dot Public Schools of California	Los Angeles, CA
Hayward Unified School District	Hayward, CA
Hewlett Foundation	Menlo Park, CA
Hood River County School District	Hood River, OR
Kenneth Rainin Foundation	Oakland, CA
KIPP Foundation	Chicago, IL
Lake Oswego School District	Lake Oswego, OR
Los Angeles Unified School District	Los Angeles, CA
Lumina Foundation	Indianapolis, IN
Madison Metropolitan School District	Madison, WI
Menlo Park City School District	Atherton, CA
Milpitas Unified School District	Milpitas, CA

Mississippi Low-Income Childcare Initiative	Biloxi, MS
Monterey County Office of Education	Salinas, CA
New Leaders National	Washington, D.C.
North Clackamas School District	Milwaukie, OR
Novato Unified School District	Novato, CA
Oak Park District 97	Oak Park, IL
Oakland Unified School District	Oakland, CA
Palo Alto Unified School District	Palo Alto, CA
Partners in School Innovation	San Francisco, CA
Raikes Foundation	Seattle, WA
Rockford Public Schools	Rockford, IL
Roosevelt Campus	Portland, OR
Sacramento City, USD	Rancho Cordova, CA
San Diego Unified School District	San Diego, CA
San Francisco Unified School District	San Francisco, CA
San Jose Unified School District	San Jose, CA
San Mateo County Office of Education	San Mateo, CA
San Rafael City Schools	San Rafael, CA
Santa Clara County Office of Education	San Jose, CA
Southern Education Foundation	Atlanta, GA
Spring Branch School District	Houston, TX
Springfield Public Schools	Springfield, OR
Tamalpais Union High School District	Larkspur, CA
Teach for America	New York, NY
Thrive Washington	Seattle, WA
Tulsa Public Schools	Tulsa, OK
UF Lastinger Center	Gainesville, FL
United Way for Southeastern Michigan	Detroit, MI
United Way Greater Atlanta	Atlanta, GA
Vallejo City Unified School District	Vallejo, CA
W.K. Kellogg Foundation	Battle Creek, MI

Client references are available upon request.