

FOR CUSD STAFF USE ONLY
PROFESSIONAL SERVICES AGREEMENT CHECKLIST

Reset Form

Date Submitted: August 10, 2020 Dates of Service: Aug 2020-May 2021

Vendor's/Consultant's Full Name: National Equity Project

School/Department: Ed Services Principal/Manager Signature: Allison Liner

School/Department Contact: _____ Ext: _____

Budget Number: 08-40-4035-0000 - 2140-5801-2145-4000 Not to Exceed \$ 29,800 -

Budget Number: _____ Not to Exceed \$ _____

Other: _____

- 1) Ensure the Agreement has a complete description of scope of services. Scope of services may be described in the Agreement in three ways:
 - a. Described in Agreement Item 1 (Scope of Professional Services) on page 1; or
 - b. Described in Attachment A on page 8; or
 - c. The Proposal or Vendor Contract is referenced on Attachment A and therefore attached to the Agreement. **IMPORTANT:** Consultant's Proposal/Contract, if included, is not made part of this Agreement and is used only as a reference for scope of services and billing rates; therefore, the Proposal/Contract is not signed.

- 2) Secure signatures on the Agreement prior to sending it to Executive Cabinet:
 - a. Consultant's signature on page 6 and bottom of the Fingerprinting/Criminal Background Certification (Attachment B), page 9.
 - b. Principal/Department Manager's signature on page 6 and, if applicable, on the Fingerprinting/Criminal Background Certification (Attachment B) on page 9:
 - Box 1 – If checked, the District's Site/Department Manager must sign.
 - Box 2 – No signature is required.
 - Box 3 – Line Item 3 (Surveillance of Employees by District Personnel)

- 3) Attach a vendor signed W-9 Form. (Name on contract must match name on W-9.) Vendor should include *Doing Business As (DBA)* on W-9, if applicable. If non-resident of California or California resident with a P.O. Box, additional tax forms must be submitted. (See page 7.)

- 4) Even though insurance is always required, per the agreement, proof of insurance is required only upon request by the District. Executive Cabinet will notify the site/department if a certificate of insurance will be required, verifying coverage, prior to services being rendered.

- 5) Contractor must not begin work until contract has been fully executed and approved by the District.



PROFESSIONAL SERVICES AGREEMENT
CUPERTINO UNION SCHOOL DISTRICT

This Professional Services Agreement ("Agreement") is made as of August 10, 2020 between the Cupertino Union School District ("District") and National Equity Project ("Consultant") (together, "Parties").

1. **Scope of Professional Services.** The Consultant shall furnish to the District the services as described below or in Attachment A attached hereto and incorporated herein by this reference "Services" or "Work": See Proposal for Services

Consultant will not commence work until final execution of this Agreement by both parties.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the dates as indicated here or in Attachment A attached hereto and incorporated herein: August 2020- May 2021.
3. **Compensation.** District compensation to the Consultant shall be as set forth in Attachment A as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed \$ 29,800.00 (Twenty nine thousand eight hundred dollars and no cents) without the express approval of the District's Board of Education.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as provided in Attachment A. Consultant shall invoice the District for services rendered. Invoices must include invoice number, invoice date, dates of service, detailed description of service, Purchase Order number, payment rate, total payment due, remit to address, vendor name and contact information.
5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District employees are normally entitled, including but not limited to State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant employees.
6. **Materials.** Consultant shall furnish at his/her own expense all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement.
7. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
8. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared

for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

9. **Copyright/Trademark/Patent.** Consultant agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District 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 the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters for any purpose and in any medium.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Termination.**
- 11.1 **Without Cause by District.** District may at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
- 11.2 **Without Cause by Consultant.** Consultant may upon a thirty (30) day notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 11.3 **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.3.1 Material violation of this Agreement by the Consultant; or
 - 11.3.2 Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 11.3.3 Consultant is adjudged as bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expenses, fees, and costs to the District

exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expenses, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.3.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall at its sole expense defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including but not limited to personal injury, death, property damage, and consultant's and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. **Insurance.** The Consultant shall procure and maintain at all times while performing any portion of Services the following insurance.

13.1 **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

13.2 **Automobile Liability Insurance.**

13.2.1 Personal transportation vehicles that are driven onto and/or parked on school property are to be covered according to California State minimum requirements for private vehicles: \$15,000 injury/death to one person; \$30,000 injury/death to more than one person; and \$5,000 damage to property.

13.2.2 Commercial vehicles that are used to provide services, including food services: One Million Dollars (\$1,000,000) per accident for bodily and property damage Automobile Liability Insurance, Occurrence Form, that shall protect the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from the performance of any portion of the Services by Consultant.

13.3 **Workers' Compensation and Employers' Liability Insurance.** Labor Code Section 3700 in relevant part provides every employer, except the State, shall secure the payment of compensation for an employee in one or more of the following ways: a) by being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in California; or b) by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation insurance policy or certificate of consent to self-insure. In regards to workers' compensation insurance, Consultant shall provide employers' liability coverage with minimum

liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall secure an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers ("Additional Insured") or verification of consent to self-insure.

13.4 Other Insurance Provisions. The general liability, automobile liability, and workers' compensation and employers' liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) Endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- b) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insured") are to be covered as Additional Insured as respects to liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured.
- c) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects to the Additional Insured. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Consultant's insurance and shall not contribute with it.
- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured.
- e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- g) Upon request, Consultant shall furnish the District Certificates of Insurance, prior to commencing Work, showing maintenance of the required insurance coverage and original endorsements affecting general liability, automobile liability, and worker's compensation and employers' liability insurance.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the District's Board of Education and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinances, rules or regulations, Consultant shall notify the District in writing and, at the sole option of the District, any necessary changes to the scope of the Work shall be made. Agreement shall be appropriately amended in writing or terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
16. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

17. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Anti-Discrimination.** It is the policy of the District that there is 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. Therefore, Consultant 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.
19. **Fingerprinting/Criminal Background Investigation.** Consultant must complete and sign the Fingerprinting/Criminal Background Investigation Certification (Attachment B) incorporated herein. If Consultant or an employee, subcontractor, agent, and employee or agent of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant (together, "Employees") will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of Employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its Employees. The Consultant shall not permit Employees to have any contact with District pupils until such time as the Consultant has verified to the District that the Employee has not been convicted of a felony, as defined in Education Code section 45122.1.
20. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 20.1 Requesting that District employee(s) evaluate the performance of the Consultant and the Consultant's employees and subcontractors.
 - 20.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
21. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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 the services performed in this Agreement.
22. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

23. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or E-mail or facsimile transmission, addressed as follows:

District
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014
Tel: 408-252-3000 Fax: 408-749-1034
E-mail: ino_data@cusd.k12.ca.us

Consultant
Lisa Lasky
1720 Broadway, 4th Fl
Oakland, Ca 94612
E-mail: llasky@nationalacqui typroject.org

Any notice personally given or sent by E-mail or facsimile transmission to the District shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

24. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County, California.

25. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. **Incorporation of Recitals and Addendums.** The Recitals and each Addendum attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on date indicated below:

Date: 8/17/2020
By: Lisa Lasky
Cupertino Director Signature

Print Name: Lisa Lasky
Title: Director

Date: 8/17/20
By: Allison Limer
District Signature-Department Site Manager

Print Name: Allison Limer
Title: Associate Superintendent, Ed Services

Date: 8/17/20
By: Allison Limer
District Authorizing Signature
(Superintendent or Executive Cabinet Designee)

Print Name: Allison Limer
Title: Associate Superintendent, Ed Services

Information regarding Consultant

Name Consultant: Lisa Lasky
 Title: _____
 License No.: _____
 Address: 1720 Broadway, 4th Fl
Oakland, Ca 94612
 Remit To: National Equity Project
 Telephone: 510-318-3643
 E-Mail: cdavis@nationalequityproject.org

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation/State: _____
- Limited Liability Company
- Other: Non Profit _____

Consultant must provide District with the following tax forms:

- W-9 Form; and
- If Nonresident of California or California Resident with P. O. Box, please submit:
 - California Form 587 or 590 – Withholding Exemption Certificate; (or)
 - California Form 588 – Nonresident Withholding Waiver Request. Please submit proof of California Franchise Tax Board Approval; (or)
 - California Form 589 – Nonresident Reduced Withholding Request. Please submit proof of California Franchise Tax Board Approval.

<u>FOR DISTRICT USE ONLY</u>								
Fund	Site	Resource	Goal	Function	Object	Local Program	Year	Cost Center
_____	_____	_____	_____	_____	_____	_____	_____	_____
Fund	Site	Resource	Goal	Function	Object	Local Program	Year	Cost Center
_____	_____	_____	_____	_____	_____	_____	_____	_____
Fund	Site	Resource	Goal	Function	Object	Local Program	Year	Cost Center
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____ CUSD Budget Analyst Approval						_____ Date		

ATTACHMENT A

*Consultant's entire Proposal, if included, is not made part of this Agreement.
Consultant's Proposal is made part of this Agreement for scope of services and billing rates
only, as prepared for Cupertino Union School District.*

See Proposal for Services

ATTACHMENT B

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked:

Consultant's Employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's Employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))
District Representative's Name/Title: Allison Limer, Associate Superintendent
Signature: [Signature] Date: 8.17.20 Ed
Svika

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows:

"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant who may have contact with District 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."

A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site Employees of Consultant by an Employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of employees by District personnel:
District Representative's Name/Title: _____
Signature: _____ Date: _____

.....
As a representative of the Consultant entering into this Agreement with the District, I am familiar with the facts herein and am authorized to execute this Agreement on behalf of Consultant.

Consultant/Consultant Representative Name/Title: _____
Signature/Date: _____

PROPOSAL FOR SERVICES



Cupertino Union School District

Submitted to: Allison Liner, Associate Superintendent
Educational Services, CUSD
July 1, 2020

NEP Contact: Colm Davis
Director, California Portfolio
cdavis@nationalequityproject.org

Project Duration: August 2020 - May 2021

Cost: **\$29,800**

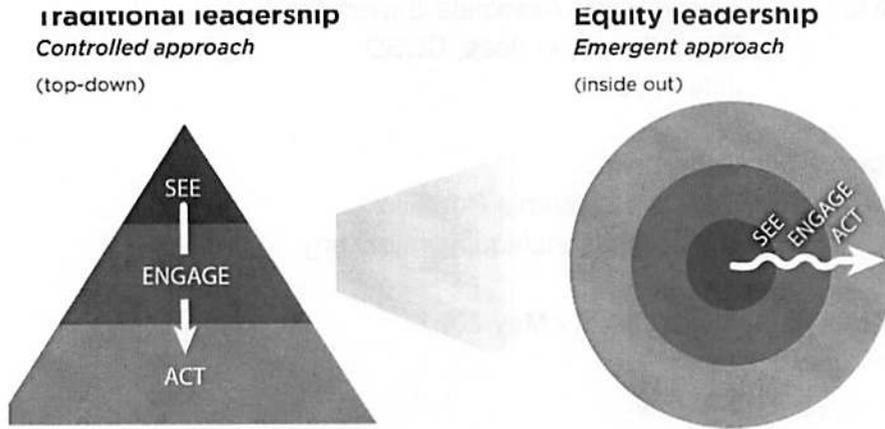
The National Equity Project partners with leaders to transform the outcomes, experiences, and life trajectories of young people and families who have been historically underserved by their public institutions. We offer sustained, embedded support to leaders to make effective, equity-based decisions and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

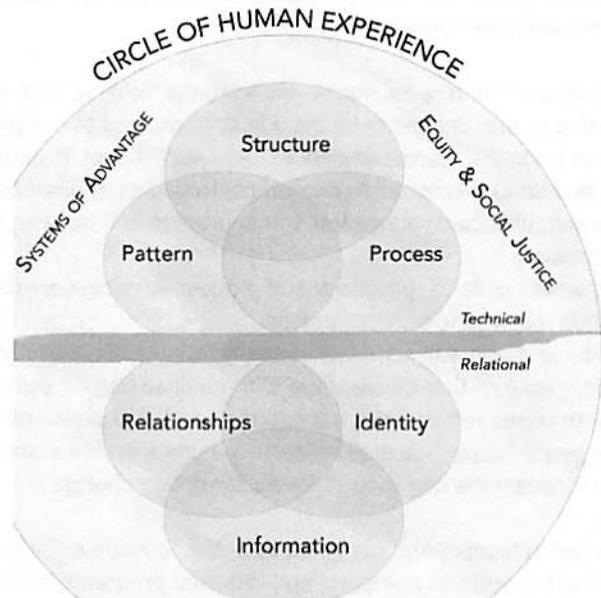
- Incorporate and apply both a racial equity and systems-thinking lens to their understanding of factors contributing to root causes of inequity in systems and to design and implement solutions.
- Examine and transform the discourse people have at personal, institutional, and structural levels.
- Lead 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.



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.

Proposed 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.

Service/Deliverable	Fee
<p>Leading for Equity Learning Series</p> <p>2 NEP staff plan and facilitate a series of 6 interactive virtual sessions (approximately 2.5 hours each) focused on Leading for Equity. Sessions will be focused on shared language and understanding of equity in the larger historical and socio-political context of education. Content of sessions may include:</p> <ul style="list-style-type: none"> • Understanding systemic oppression across multiple levels: individual, interpersonal, institutional and structural • Exploring how each of us has been impacted in different ways by systems of oppression and the connection to education policies and practices in our schools and districts • Ways to improve collaborative relationships and deepen discourse in diverse settings to make progress toward equity in our work • Research, tools, and other resources for equity-focused leadership 	<p>\$18,000</p>
<p>Executive Coaching: Leadership Development for School Site Leaders</p> <p>Approximately 35 hours of coaching available for school site leaders who attend the Leading for Equity Learning Series and want thought partnership and coaching support for how to apply the learning and lead similar equity-focused work at their school site.</p>	<p>\$10,000</p>
<p>Executive Coaching: Strategic Advising and Technical Assistance</p> <p>Approximately 6 hours of NEP coaching support and resources for Directors to plan and apply how to use the content from the learning series in their work with principals.</p>	<p>\$1,800</p>
<p>Total Service Fees</p>	<p>\$29,800</p>

25% of project cost is due upon contract signature; NEP will invoice the remainder in quarterly intervals.
Additional services may be negotiated as needed.

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	Bitoxi, 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.