

CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE JEFFERSON ELEMENTARY SCHOOL DISTRICT
AND National Equity Project
FOR SERVICES AT Jefferson Elementary School District

THIS AGREEMENT ("Agreement") is made at Daly City, California, effective September 23, 2019, by and between the Jefferson Elementary School District, ("School District"), and National Equity Project ("Contractor") who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the School District the services described in **Exhibit A** ("Services"). The Services shall be provided by appropriate representatives and employees of Contractor at the time, place and in the manner specified in **Exhibit A**. To the extent that the language of Exhibit A conflicts with any language in the rest of the Agreement, the language in the rest of the Agreement shall control.

2. **PAYMENTS AND OTHER DISTRICT OBLIGATIONS.** School District shall pay Contractor for the Services at the time and in the manner set forth in **Exhibit B**. These payments shall be the only payments to be made to the Contractor for the Services. Contractor shall submit all billings for said Services to School District in the manner specified in **Exhibit B**. School District agrees to pay Contractor for Services rendered during the term of the Agreement (see Section 15, below) in an amount not to exceed \$35,500, as specified in **Exhibit B**. Any District obligations other than payments shall be specified in **Exhibit A**.

3. **INDEPENDENT CONTRACTOR.** It is understood that Contractor, in the performance of the Services, shall act as and be an independent contractor and shall not act as an agent or employee of the School District. Contractor shall obtain no rights to retirement benefits, workers' compensation benefits, or other benefits which accrue to School District's employees, and Contractor hereby expressly waives any claim it may have to any such rights. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between Contractor and the School District.

4. **MUTUAL INDEMNIFICATION.** Contractor shall indemnify the School District Parties from and against any and all Claims Arising from any Wrongful Act or Omission of the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement.

School District shall indemnify the Contractor Parties from and against any and all Claims Arising from any Wrongful Act or Omission of the School District Parties in the performance of or failure to perform School District's obligations under this Agreement.

Such obligations to indemnify shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

The following definitions shall apply to this Section 4 and the rest of this Agreement:

- "Indemnify" means defend, indemnify, and hold harmless.
- "School District Parties" means the School District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education.
- "Claims" means claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description.
- "Arising" means directly or indirectly arising out of, connected with, or resulting from.
- "Wrongful Act or Omission" means any act, error, omission, negligence, or willful misconduct, including but not limited to Contractor Parties' use of the site, the Contractor Parties' performance of the Services, the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to School District or the School District Parties.

- "Contractor Parties" means the Contractor and its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees.

5. **INSURANCE REQUIREMENTS.** During the entire term of this Agreement, Contractor shall procure, pay for and keep in full force and affect the following types of insurance:

Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance, with respect to the Services provided by, or on behalf of, Contractor under this Agreement. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence. Such insurance shall include molestation coverage if the Services allow Contractor to interact with students.

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the School District upon request. Contractor agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the School District's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Contractor agrees to immediately provide the School District with true and correct copies of all new or revised certificates of insurance.

6. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

Contractor shall comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of Contractor or employees or agents of Contractor who may have contact with the School District's pupils. If at any time during the term of this Agreement Contractor is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee or agent of Contractor performing Services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, Contractor agrees to immediately notify the School District and remove said employee or agent from performing Services pursuant to this Agreement. Contractor will pay for fingerprinting to be done through the district.

7. **LICENSES.** Contractor represents and warrants to School District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to School District that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

8. **NON-ASSIGNABILITY.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the School District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

9. **TERMINATION OF AGREEMENT.** Contractor or School District may, at any time, terminate this Agreement, by giving thirty (30) days written notice specifying the effective date of termination. Contractor shall be entitled to receive payment for Services provided prior to the date of termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the Services completed to the Services required by the Agreement.

10. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees and understands that the School District shall not be responsible for providing Workers' Compensation Insurance to or on behalf of, Contractor or Contractor's employees or agents for the work/services to be performed. Contractor shall be solely responsible for providing for Workers' Compensation Insurance for Contractor. Contractor also agrees and understands that it shall be solely responsible for all Federal and State Income tax liability created by the monies paid by School District to the Contractor for the work/services performed and that the School District will not withhold said taxes from monies paid to Contractor pursuant to this Agreement.

11. **NON-DISCRIMINATION.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

12. **RETENTION OF RECORDS.** Contractor shall maintain all required records and reports as reflected in Exhibit A, Scope of Services, for three (3) years after the School District makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the School District, a federal grantor agency, and the State of California.

13. **MERGER CLAUSE.** This Agreement, including Exhibit A and Exhibit B attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of this Agreement. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the Superintendent of the School District or his or her designee and Contractor. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A and Exhibit B attached hereto, the terms, conditions or specifications set forth herein shall prevail.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the School District's Superintendent or designee ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

15. **TERM OF AGREEMENT.** This Agreement shall commence on September 23, 2019 and shall terminate on May 31, 2020.

16. **NOTICES.** Any written notice to School District shall be sent to:

Administrator: Julie Kessler
Title: Assistant Superintendent of Business Services
The Jefferson Elementary School District
101 Lincoln Avenue
Daly City, California 94015

Any written notice to Contractor shall be sent to:

Individual's name: Colm Davis
Title: _____
Contractor Name and Address:
National Equity Project
1720 Boradway 4th Floor
Oakland, CA 94612

17. **CONFIDENTIAL INFORMATION.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

18. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20. **WAIVER.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

21. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

School site Principal or Director's signature of agreement to Exhibit A, Scope of Services, and Exhibit B, payment amount and terms. This signature is for district purposes and does not execute this agreement.

Principal's or Director's Signature

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Note: If this agreement is for an amount greater than \$3,000 the below must be signed by the Superintendent or Assistant Superintendent of Business Services

Jefferson Elementary School District

By: _____

Signature



Bernardo Vidales

Printed Name

Superintendent
Title

Jefferson Elementary School District

101 Lincoln Avenue

Address

Daly City CA 94015

City State Zip

650-746-2400

Telephone Number

September 24, 2019

Date

National Equity Project

Contractor's Name

DocuSigned by:

By: _____

Signature

Colm Davis

5D7CDEBEA5CD40E

Colm Davis

Printed Name

Co-Director, Center for Equity Leadership

Title

1720 Broadway, 4th Floor

Address

Oakland, CA 94612

City State Zip
510.208.0160

Telephone Number

9/30/2019

Date

Exhibit A – Scope of Services and Obligations
(at _____ School Site or Department)

Contractor agrees to satisfactorily perform the following Services during the term of this Agreement:

Exhibit A – Scope of Services and Obligations
(at National Equity Project School Site or Department)

Contractor agrees to satisfactorily perform the following Services during the term of this Agreement:

See Attachment

(NOTE: this section may be change and approved by review of JESD Asst. Sup. of Business Services)

Exhibit B – Payment Terms

The Parties agree to the following payment terms:

1. For Services satisfactorily performed, the School District will make payments to Contractor, but such payments shall not exceed a total of \$35,500 for the contract period. If the Services are not complete but the not-to-exceed total has been paid, then Contractor shall perform the remaining Services without further payment.
2. Contractor shall submit invoices for payment of Services satisfactorily performed, invoice must reference District Purchase Order number.
3. The School District shall pay each undisputed and detailed invoice within thirty (30) days of receipt of the invoice and any additional supporting documentation requested by the School District.
4. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

Exhibit A



NATIONAL
EQUITY
PROJECT

PROFESSIONAL SERVICES CONTRACT

Contract Summary

Client: Jefferson Elementary School District

Client Contact: Heidi Joyner

NEP Project Lead: Colm Davis

Project Duration: September 23, 2019 to May 31, 2020

Contract Amount: \$35,000.00 + Expenses to be billed as actuals

Contract Agreement

This Agreement is made this **September 20, 2019**, between the National Equity Project ("The Project") and **Jefferson Elementary School District** ("CLIENT"), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in Attachment A, "Scope of Work," in exchange for total fees of \$35,000.00, for the time period September 23, 2019 to May 31, 2020. This may be amended in writing or supplemented with subsequent estimates for services to be rendered by The Project and agreed to by the CLIENT.
2. CLIENT will reimburse The Project for all reasonable out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. CLIENT agrees to reimburse The Project for expenses incurred on behalf of the CLIENT, including non-commuting travel reimbursements as follows: IRS standard mileage rate, meals while travelling, airfare and hotel accommodations, parking/transportation to/from airport. Expenses will be invoiced to the CLIENT based on actual costs.
3. During the term of this Agreement, all service fees and expenses, if being billed to CLIENT as actuals, will be billed to the CLIENT in four installments. The first billing will be upon execution of this agreement. The final billing will occur at the end of the contract or when work is completed, whichever is earlier. See anticipated billing schedule below.

Billing Schedule
Upon Contract Execution
December 2019
March 2020
May 2020

CLIENT will pay The Project within 30 days of receipt of invoice. If payment is not received by The Project within 30 days of sending invoice, the account will be deemed delinquent.

4. Should CLIENT seek services beyond the Scope of Work from The Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/extension of this Agreement shall require the written agreement of both CLIENT and The Project.

Client Agreements:

5. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The Project events, hosting and/or attending site visits and peer reviews, and sharing information with audiences as appropriate.
6. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide National Equity Project with current organizational data, such as staffing, enrollment or school demographics, if applicable.
7. CLIENT agrees to indemnify, defend, and hold harmless The Project, its employees, Board of Trustees, agents and affiliates from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of The Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
8. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.

National Equity Project Agreements:

9. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
10. The Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.

Mutual Contract Agreements:

11. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

Client: Jefferson Elementary School District
Attn: Heidi Joyner
101 Lincoln Ave
Daly City, CA 94015

The Project: National Equity Project
Attn: Finance Dept.
1720 Broadway, 4th Floor
Oakland, CA 94612

12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. **Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

14. **Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

15. **Contract summary and headings** are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Please direct billing and invoice related questions to:


Client Billing Contact:	NEP Billing Contact:
<u>Jefferson Elementary School Dist</u> <small>Contact Name Title</small>	<u>NEP Finance Department</u>
<u>101 Lincoln Ave.</u> <small>Address</small>	<u>1720 Broadway, 4th Floor</u>
<u>Daly City CA 94015</u> <small>City, State, Zip</small>	<u>Oakland, CA 94612</u>
<u>(650) 746-2411</u> <small>Phone Number</small>	<u>510-208-0160 EXT 343</u>
<u>c.milton@jeffersonesd.org</u> <small>Email</small>	<u>billing@nationalequityproject.org</u>

SIGNATURES

National Equity Project:


DocuSigned by:
Lisa Lasky
A952539CFD8342A
Lisa Lasky - Director

9/22/2019
Date

Internal NEP Review Completed: 
Colm Davis

Client:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.

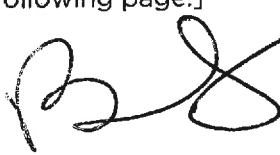

Client Signature

10-7-19
Date

Heidi Joyner
Client Name

Assistant Superintendent Ed Services
Title

Attachment A: Proposal & Scope of Work
[See following page.]



10/8/19

Signature

Date

Bernardo Vidales
Client Name

Superintendent
Title



NATIONAL
EQUITY
PROJECT

Submitted to: **Heidi Joyner**
Assistant Superintendent of Educational Services
Jefferson Elementary School District
September 19, 2019

NEP Contact: **Colm Davis**
Co-Director, Center for Equity Leadership
510.318.3643
cdavis@nationalequityproject.org

Project Duration: **October 2019 – May 2020**

Cost: **\$35,000**

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:

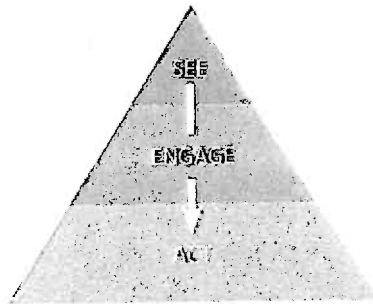
- Incorporate and apply both a racial equity and systems-thinking lens to their understanding of factors contributing to root causes of inequity in systems and to design and implement solutions.
- Examine and transform the discourse people have at personal, institutional, and structural levels.
- Lead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

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.

Traditional leadership

Controlled approach

(top-down)

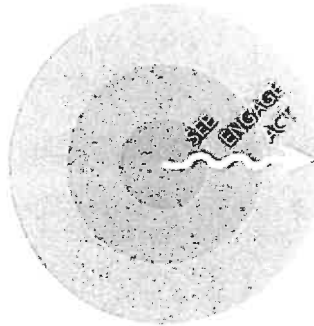


NEP Leading for Equity "SEA" Framework, 2018

Equity leadership

Emergent approach

(inside out)



- See:** Order and control
- Engage:** Hierarchical management
- Act:** Directing strategy and plans

Traditional leadership is appropriate when the problems are manageable and the solutions can be known. It is the dominant culture default leadership approach. It is often practiced in ways that are experienced as oppressive. This approach emphasizes *performance*.

See (anew): How we perceive power, privilege and oppression playing out in the world; how we see ourselves and practice self-awareness.

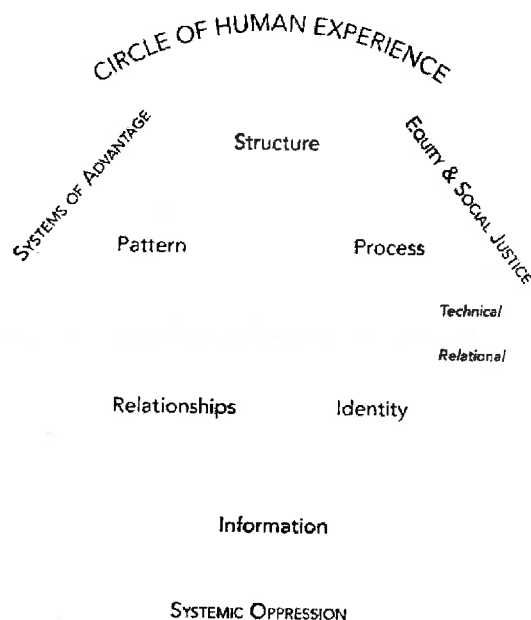
Engage (anew): How we "show up", listen, build relationships and create strong conditions for collective engagement of complex work.

Act (anew): How we work with others to design, decide, implement and learn; how we influence direction and engage in safe-to-fail experiments to make progress toward equity.

Equity leadership is needed when problems are complex and messy, and solutions must be developed through experimentation and learning.

This approach runs counter to our deeply entrenched notions of what good leadership is. This approach emphasizes *learning*.

People created the system we are in, and people can and must 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 Daimau 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.

Understanding Your Needs

The Jefferson Elementary School District serves Pre-Kindergarten through 8th grade students from four contiguous areas in San Mateo County - the city of Daly City, the Town of Colma, unincorporated Broadmoor Village, and a small section of the city of Pacifica. The population of the four communities has a wide socio-economic, ethnic, and cultural diversity. At present, the District serves approximately 6,000 students. More than 20 languages are represented, making the District truly international.

This year, District leadership wants to invest in the development of the team of coaches that works with teachers in order to strengthen a shared equity lens and approach to instructional coaching that goes beyond support for curriculum implementation to focus on creating more equitable experiences and outcomes in every classroom.

In light of this, the National Equity Project proposes the following Scope of Work.

Scope of Work

Service/Deliverable	Fee
<p>2-Day Coaching for Equity Institute: October, 2019 (2 NEP staff)</p> <p>2 NEP staff members will provide planning and facilitation of a 2-day institute focused on instructional coaching with an equity lens as a foundation for the work of coaches this year. Cost includes a resource book for up to 30 participants.</p>	\$15,000
<p>Monthly Professional Development Sessions: November 2019 – May 2020 (1 NEP staff)</p> <p>1 NEP staff member will plan and facilitate 7 half-day sessions coaches on Fridays between November 2019-May 2020. These sessions will build on the foundation set in the Coaching for Equity institute to deepen learning and application of content, and support coaches to address specific equity challenges in their work as an equity-focused Community of Practice.</p>	\$17,500
<p>Executive Coaching & Consultation (1 day / 8 hours, 1 NEP staff)</p> <p>NEP will provide coaching and consultation with District leaders who support coaches (e.g. the Assistant Superintendent of Educational Services, Director of Teaching & Learning) to tailor sessions based on needs of coaches and help leaders to address questions and challenges that arise between sessions, as needed.</p>	\$2,500
Total Project Cost	\$35,000

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.

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.