

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT 699 OLD ORCHARD DRIVE BILL TO: Accounts Payable

DANVILLE, CA 94526-4331 (925) 552-5500

NO.4-02926

Date: 09/13/2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

PURCHASE ORDER

SHIP PREPAID TO:

VENDOR:	NO	. 11	5262	
COLLABORATIVE	FOR	ACAI	DEMIC	
SOCIAL, AND E	MOTIO	NAL	LEARN	JING
815 WEST VAN	BUREN	ST.	STE	210
CHICAGO IL 60	607			

SAN RAMON VALLEY UNIFIED EDUCATIONAL SERVICES 699 OLD ORCHARD DRIVE DANVILLE, CA 94526

SRVUSD ACCT #: DELIVERY DATE: FOB: SHIP VIA: TERMS: **REQUISITIONERS:** ROOM: DESTINAT NET 30D DPetish/JCoulson/GMcVav ITEM QTY UNIT DESCRIPTION UNIT COST **EXTENSION** 1 CASEL 2023-2024 Community Network Partners 4,500.00 4,500.00 1 EACH TEAM REGISTRATION Lead: Jessica Coulson **PLEASE SEE ATTACHED, SIGNED AGREEMENT/QUOTE. SEND PO COMMUNITYNETWORK@CASEL.ORG - THANK YOU.** *** ATTENTION VENDOR *** ~PLEASE CONFIRM RECEIPT OF THIS PO. REGARDING ANY PRICE DISCREPANCIES OR CHANGES, PLEASE NOTIFY SUNNY YU AT (925)824-1829 OR LYU@SRVUSD.NET FOR APPROVAL~ ~EMAIL INVOICES THAT INCLUDE PO # TO ACCOUNTSPAYABLE@SRVUSD.NET ~ SRVUSD STANDARD TERMS & CONDITIONS: WWW.SRVUSD.NET/PURCHASING 4,500.00 SUB-TOTAL 0.00 TAX SHIPPING & HANDLING 0.00 4,500.00 TOTAL DOLLARS PAGE 1 of 1 IMPORTANT NOTICE TO VENDORS PREPAY ALL FREIGHT CHARGES. NO C.O.D. DELIVERIES & PACKING SLIPS MUST ACCOMPANY EACH ORDER. TERMS & CONDITIONS ARE AVAILABLE UPON REQUEST OR ONLINE AT HTTP://SRVUSD.NET/PURCHASINGTANDC NO MODIFICATION OR CHANGE TO THIS ORDER IS ALLOWED UNLESS AUTHORIZED IN WRITING BY THE DISTRICT PURCHASING OFFICE. 2 3. 4. DISTRICT RESERVES THE RIGHT TO WITHHOLD PAYMENT UNTIL ORDER IS COMPLETE. 5. DISTRICT WILL NOT BE RESPONSIBLE FOR PAYMENT OF INVOICE IF ORDER IS SHIPPED TO ANY ADDRESS OTHER THAN "SHIP TO" ADDRESS INDICATED ABOVE. ANY CHANGE IN "SHIP TO" ADDRESS MUST BE EFFECTED BY DISTRICT "CHANGE ORDER". 6.

MATERIAL SAFETY DATA SHEETS MUST BE SUPPLIED WHERE APPLICABLE.

PROGRAM: SITE: ES 0364 EEG

Vendor Copy

CASELINVOICE815 W. Van Buren StreetDateChicago, IL 60607Date05/04/22JCOULSON1

BILL TO:	INVOICE DUE DATE
San Ramon Valley USD	07/30/22
% Jessica Coulson	
699 Old Orchard Drive	
Danville, CA 94526	

DESCRIPTION	QUANTITY	AMOUNT
Registration for CASEL's SEL Fellows Academy for the 2022-2023 Cohort.	1	\$4,500.00

DAT

7/15/2022

Remit To:

CASEL Lockbox

P.O. Box 95253

Chicago, IL 60694-5253





PURCHASE ORDER CHANGE FORM

Purchasing Department

REQUESTOR NAME: Gabriela McVay EXTENSION # 20916 EMAIL: _____ gmcvay @SRVUSD.NET

PO#: 404241 VENDOR NAME: Collaborative For Academic Social and Emotional Learning

SELECT APPROPRIATELY

Cancel PO

Change of Account # ONLY

Line Item				Char	ge Fro	m:						Cha	ange To):		
	FD	RES	YR	GOAL	FUNC	OBJ	LOC	CCTR	FD	RES	YR	GOAL	FUNC	OBJ	LOC	CCTR
			-						-							

Increase OR Decrease of Remaining Balance. Reason required if balance increased by 20% or more*

Line Item	Select	Change	By Amount	Account to be Charged:
	Increase	Decrease	\$	FD RES YR GOAL FUNC OBJ LOC CCTR
		A	1-0B-	
		(AN)	-OW-	
		600	ENER AND AND	
		0	TICD	E .

*Reason(s): additional Conference Sessions attended

X Add Line Item(s)

Quantity	Description	Amount \$	Account to be Charged: FD RES YR GOAL FUNC OBJ LOC CCTR
2	Pre-Conference: Professional Learning Sessions	300.00/ea	01-6266-0-1110-2140-5220-364-2312
1	Sounds of SEL: An Evening with Jewel	75.00	01-6266-0-1110-2140-5220-364-2312

Delete Line Item(s)

Line Item	Description	Amount \$	Account to be Charged: FD RES YR GOAL FUNC OBJ LOC CCTR

Other:

Originator's SIGNATURE	ADJUSTED/NEW PO Grand Total	\$ 3,375.00

For Accounting Office use on	ly:
Accounting approval:	

strict: 078 Year: 202	4 Purchas	e Order		QSS/OASIS Page 1 of 1
	PO # F 404241 044	2Q # Туре 4436 PO		
SOCIAL, AND	VE FOR ACADEMIC EMOTIONAL LEARNING N BUREN ST. STE 210 50607	Ship to: 0064 SAN RAMON EDUCATIONA 699 OLD ORC DANVILLE, CA	HARD DRIVE	D
Date: 09/13/202 Printed: 10/19/202 Paid: Deliver By: Status: Y Released: Y		Site: 0364 Warehouse: 00 Stores Order: Buyer: LYU Conf Order: 00		
De CASEL SEL Conference Rec	escription	Submitted by Coulson/GMcVay	Terms	FOB
	4 EACH CASEL 2023 Social Emotion Atlanta, Georgia on Nover TEAM REGISTRATION: - Jessica Coulson - Tara Rodrigues - Charlie Litten - Hong Nguyen **PLEASE RUSH AND SEN 10/20/2023. PAYMENT MUST BE RECENT THANK YOU.** 66-0-1110-2140-5220-364	mber 7-9, 20 ID PO TO MWORTHY VED BY CASEL BY	N 00.0000%	
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Page 1 of 1

232						
SEL 233				Leaders as Le Children Need November 7 -	b	ing the Village
Charlie Litten				Georgia World	d Congress Ce	enter
SRVHS				CASEL 2023	SEL Exchang	ge
Walnut Creek	Cal	ifornia				
94598 United States						
clitten@srvusd.net						
925-457-6984		ZENITO				
Registration Confirmat	tion	7SNTG8	PPF8Z			
Order: ZGNTZ6V6STQ Item Opening Dinner and Full Co		102023-1650 vember 7-9)	Price	ate: Wednesday, Quantity 5.00	October 4, 2023 Amount 1 \$675.0	
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SEL SEL			Leaders as Learners: Building the Villa Children Need November 7 – 9, 2023
Jessica Coulson			Georgia World Congress Center
San Ramon Valley	Unified Schoo	ol District	CASEL 2023 SEL Exchange
Danville	Cal	ifornia	
94526			
United States			
jcoulson@srvusd.n	net		
510219117			
Registration Confir	mation	NPNQ7SX0	CQVM
Order: J4N83J7YQP5	Invoice: 1		rder Date: Wednesday, October 4, 2023 4:51 PM
Order: J4N83J7YQP5 Item Opening Dinner and Fu		Pr	rder Date: Wednesday, October 4, 2023 4:51 PM ice Quantity Amount \$675.00 1 \$675.00 Order Total \$675.00
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Item Opening Dinner and Fu Order Summaries Date 4-Oct-2023 4:51 PN Payment Details: Date	Il Conference (No : Invoice : M ET 102023- Type	Pr ovember 7-9) # Type 1640 offline order Reference #	ice Quantity Amount \$675.00 1 \$675.00 Order Total \$675.00 PO 4-04241 Amt Ordered Amt Paid Amt Due \$675.00 \$1.00 \$674.00 Amt Paid

confirmation # on PO and email to Maxine Worthy [mworthy@casel.org]**

EST S
CASEL
5353 m

Hong Nguyen

San Ramon Valley Unified School District

Leaders as Learners: Building the Village our Children Need November 7 – 9, 2023

Georgia World Congress Center CASEL 2023 SEL Exchange

Danville California 94526

United States

hnguyen2@srvusd.net

5109158905

Registration Confirmation Number

Order: DXNS3YZJMKD

C2N7ST3V2S7

Order Date: Friday, October 6, 2023 12:4

Item	Price	Quantity	Amount
Opening Dinner and Full Conference (November 7-9)	\$675.00	1	\$675.00
Pre-Conference Option 1: Professional Learning Sessions	\$300.00	1	\$300.00
Sounds of SEL: An Evening with Jewel	\$75.00	1	\$75.00
		Order Total	\$1,050.00

Invoice: 102023-1680

Order Summaries:

Date	Invoice #	Туре	Amt Ordered	Amt Paid Amt Due
6-Oct-2023 12:42 AM ET	102023-1680	offline order	\$1050.00	\$1.00 \$1049.00

Payment Details:

Date	Туре	Reference #	Amt Paid
6-Oct-2023	Visa	1299	\$1.00

Send check to: CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253 **Please include registration confirmation # on PO and email to Maxine Worthy [mworthy@casel.org]**

PO# 4-04241

ASEL		Leaders as Learners: Building the Village ou Children Need November 7 – 9, 2023
Tara Rodrigues		Georgia World Congress Center
SRVUSD		CASEL 2023 SEL Exchange
Danville 94526 United States	California	
trodrigues@srvusd.net 209-480-3532 Registration Confirmation Number	4FN89NJSGKV	

Order: H4N4JMF8373	Invoice: 102023-1677	7 Order Date: Thursday, October 5		ber 5, 2023 4
ltem	AND THE REPORT OF THE REPORT OF	Price	Quantity	Amount
Opening Dinner and Full C	onference (November 7-9)	\$675.00	1	\$675.00
Pre-Conference Option 1:	Professional Learning Sessions	\$300.00	1	\$300.00
			Order Total	\$975.00

PO 4-04241

Order Summaries:

Date	Invoice #	Туре	Amt	Ordered	Amt Paid	Amt Due
5-Oct-2023 4:49 PM ET	102023-1677	offline order		\$975.00	\$1.00	\$974.00

Payment Details:

Date	Туре	Reference #	Amt Paid
5-Oct-2023	Visa	4015	\$1.00

Send check to: CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253 **Please include registration confirmation # on PO and email to Maxine Worthy [mworthy@casel.org]**

CASEL 2023-2024 Community Network Partners

Overview of Community Network Partners Opportunity

CASEL is excited to extend an invitation to the SEL Fellows' districts and regions to join a new network of CASEL partners for the 2023-24 school year. Through regular engagements with the CASEL staff and educational leaders from districts and regions across the country -- rural, suburban and urban -- a team from your organization will have access to this new expanded model of the CASEL collaborative and its resources.

Please reach out to Jessica Bernstein (jbernstein@casel.org) with any questions or concerns you may have.

Please review this description of the Community Network Partners model, which has a \$4,500 membership cost:

CASEL Community Network Partners

Community of Practice:

- Monthly virtual connection spaces for team members (whole group and smaller group focused conversations)
- Optional Office Hours
- Journey Partner Matching
- Annual in-person gathering for SEL leads (travel costs not included)

District Consultation:

- Individual virtual touchpoints with CASEL
- Annual survey of SEL implementation and priorities

Additional District Engagement Opportunities:

- Superintendent Roundtables
- Discounted registration to the annual SEL Exchange for up to 3 people, including a partners-only gathering

Cost: \$4,500 per team's registration



COLLABORATIVE FOR ACADEMIC, SOCIAL, AND EMOTIONAL LEARNING

BOARD OF DIRECTORS

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Marc A. Brackett Yale Center for Emotional Intelligence

Catherine Bradshaw University of Virginia Paul Goren

Northwestern University

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PRESIDENT & CEO

Aaliyah A. Samuel

CASEL.ORG

Phone: 312.226.3770 815 West Van Buren St., Suite 210 Chicago, IL 60607-3566

Welcome to the CASEL Community Network Partners!

We look forward to co-constructing this community and working together in the year ahead.

In joining the CASEL Community Network Partners, you are joining a powerful community of leaders from across the country. Through this experience, you will have opportunities to strengthen your SEL expertise and leadership within a vibrant community of practice alongside your colleagues. It will include virtual workshop sessions, small group discussions, access to resources, and individual touchpoints with CASEL.

District Name: San Ramon Valley Unified School District

SEL Lead Name

Stella M. Kemp, Asst. Supt. Bus. Ops/CBO

Responsible Party

Accounts Payable Contact Name

SEL Lead Signature Stella M. Kemp, Ed.I Responsible Party Signature

9/08/23 Date 9/08/23 Date

accountspayable@srvusd.net Accounts Payable Email Address

Accounts Payable Phone Number

Purchase Order Number (if required)

Memorandum of Understanding

By signing this letter, your organization is committing to participation in the CASEL Community Network Partners for the 2023-2024 school year and agreeing to the attached data sharing agreement. Upon submission of this signed memorandum of understanding and data sharing agreement, you will receive an invoice for payment from purchaseorders@casel.org.

Please reply all with the signed copy of this memorandum of understanding and data sharing agreement. If your San Ramon Valley Unified School District requires a purchase order, please attach that in your reply.

facebook.com/CASELorg
 twitter.com/CASELorg
 linkedin.com/CASELorg



Calendar of Virtual Community Network Partners Gatherings - 2023-2024

Date	Gathering Type	Open Office Hours
July	Welcome to the CNP!	
August	Individual CASEL Touchpoints	
September 7, 2-4 Eastern	Full Group Deep Dive	September 25, 2-3 Eastern
October 12, 2-3:30 Eastern	Small Group Focused Conversations	October 23, 2-3 Eastern
November 6-9	SEL Exchange in ATL	
November 16, 2-4 Eastern	Full Group Deep Dive	November 27, 2-3 Eastern
December	Asynchronous Individual CASEL Touchpoints	
December 6-7	Leads Gathering	
January 11, 2-4 Eastern	Full Group Deep Dive	January 22, 2-3 Eastern
February 8, 2-3:30 Eastern	Small Group Focused Conversations	February 26, 2-3 Eastern
March 14, 2-4 Eastern	Full Group Deep Dive	March 25, 2-3 Eastern
April 11, 2-3:30 Eastern	Small Group Focused Conversations	April 22, 2-3 Eastern
May 9, 2-4 Eastern	Full Group Deep Dive	May 20, 2-3 Eastern
June	Individual CASEL Touchpoints	



Data Sharing Agreement

Collaborative for Academic, Social and Emotional Learning (CASEL) & San Ramon Valley Unified School District

Background

In 2011 CASEL embarked on an effort to put research into action by launching the Collaborating Districts Initiative (CDI). Since then, our focus on research-practice partnership has continued to grow. Through our partnerships, we have collaborated to support educators' and education systems' capacities to plan, implement, and monitor systemic changes in schools and classrooms that enhance students' social-emotional development and academic performance. Through such partnerships, CASEL has also valued the opportunity to learn about systemic implementation and use those learnings to improve CASEL's technical assistance and resources for the field.

CASEL conducts research of high technical quality to inform policy and practice in public schools nationwide. CASEL's collaborative work with our district and school partners consists of sharing and reflecting on both quantitative and qualitative data to identify and continuously improve learning environments and SEL practices for systemic SEL.

Overview

This document lays out a data-sharing agreement between the Collaborative for Academic, Social, and Emotional Learning (CASEL) and San Ramon Valley Unified School District. This agreement involves the ongoing services and activities conducted in partnership with San Ramon Valley Unified School District. The results of any given activity as laid out in the scope of work provided will be used to inform the other activities, in iterative fashion. To this end, across the project period, San Ramon Valley Unified School District agrees to continued collaboration in continuous improvement efforts for systemic SEL implementation:

1. A San Ramon Valley Unified School District representative will share any existing districtand school-level SEL-related data reports or presentations.

2. The district team will complete an annual survey to reflect on and share progress with SEL implementation.

3. If randomly selected, the CASEL research team will conduct a 30-minute interview with a district representative to best understand and learn about the district's experiences in implementing systemic SEL and how CASEL can improve our service delivery.

District's Data-Sharing and Documentation Commitments

When sharing any existing district- and school-level SEL-related data reports or presentations (number 1 above), San Ramon Valley Unified School District may determine the specific quantitative data that they will collect and review based on local data available and required by district and state mandate.

• Sample data reports can include the following:



• Demographic data (disaggregated by subpopulations):

§ total district student population; student population by race/ethnicity, ELL status, FRPL, Title 1 school status

§ total district educator population; educator population by race/ethnicity, gender, educator retention rates

o SEL and/or School climate data (if available, at school-level)

§ this may include any district-level school culture or climate surveys administered

§ Student climate surveys (at school-level)

- § Social emotional learning assessment data (i.e., Panorama surveys)
- Achievement data

§ Overall state exam proficiency outcomes

§ State exam proficiency outcomes by student subgroups (race/ethnicity, ELL status, Econ Disadvantaged status)

• Discipline data (ISS, OSS at school-level)

§ In-school suspension (number of total suspensions-NOT by student) by student subgroups (race/ethnicity, ELL status, Econ Disadvantaged status)

§ Out-of-school suspension (number of total suspensions-NOT by student) by student subgroups (race/ethnicity, ELL status, Econ Disadvantaged status)

o Attendance data (at school-level)

§ Overall attendance rate, and by student subgroup(race/ethnicity, ELL status, Econ Disadvantaged status)

Confidentiality & Data Use Considerations

Survey tools are only valid for the uses for which they were designed. The development and integrity of CASEL analyses and survey instruments rest on the ability of CASEL researchers to ensure the confidentiality of individual survey results. CASEL research and reporting have been developed as methods to support continuous improvement cycles within schools and are *expressly not intended for use as part of individual- or school-level accountability systems or processes. All data shared with CASEL is deidentified, and at the school- and district-level, thereby no student-level data is being collected. Requested data do not qualify as "sensitive data."*

CASEL acknowledges that the educational records and information from education records provided by San Ramon Valley Unified School District may only be used to meet the purpose stated in this Agreement. If CASEL desires to use the records or data obtained from the district to conduct further



research not specifically authorized in the Agreement, the research proposal must be submitted to the District's Research Review Board for approval.

Additionally, the CASEL survey instruments have *not been developed for use as individual-level diagnostic tools* for either students or teachers. Such use of the CASEL survey instruments, and associated data threatens the integrity of the survey instruments and undermines the quality of the data. *Sharing of raw or individual-level survey data with anyone outside of the research team is expressly prohibited under this agreement.* Subject to school/district partner approval, CASEL researchers may share data with other research partners and construct cross-district comparisons across datasets. CASEL will publish briefs, and/or reports to disseminate findings from the collective learning agenda work.

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- Discounted registration to the annual SEL Exchange for up to 3 people, including a partners-only gathering

Cost: \$4,500 per team's registration

Pacific Educational Group, Inc. 795 Folsom Street, 1st Floor San Francisco, CA 94107 (415) 941-0742 adrienne@courageousconversation.com

INVOICE

BILL TO Director of Curriculum San Ramon Valley Unified School District 699 Old Orchard Danville, CA 94526

INVOICE # 3844 DATE 09/04/2019 DUE DATE 09/04/2019 TERMS Due on receipt

P.O. NUMBER

9-05048

START DATE	DESCRIPTION	QUANTITY	RATE	BALANCE
07/29/2019	CRIC 3 with Christine Saxman	1	6,000.00	6,000.00
		BALANCE DUE	USD	6,000.00



CASEL 815 W. Van Buren St. Chicago, IL 60607

Invoice

 Date
 Invoice #

 9/14/2023
 6089

Bill To

San Ramon Valley Unified School District 699 Old Orchard Drive Danville, CA 94526

Remit	То

CASEL Lockbox P.O. 95253 Chicago, IL 60694-5253

		rr		
		P.O. No.	Terms	Project
		4-02926	Net 30	Community Network Partners
Quantity	Description	· · ·	Rate	Amount
	CASEL's Community Network Partners	D23	4,500	.00 4,500.00
			Total	\$4,500.00

Pacific Educational Group, Inc. 248 3rd Street, Suite 634 Oakland, CA 94607 +1 4159610742 Icanham@courageousconversation.com

INVOICE

BILL TO Director of Curriculum San Ramon Valley Unified School District 699 Old Orchard Danville, CA 94526 INVOICE # 7839 DATE 08/15/2022 DUE DATE 09/14/2022 TERMS Net 30

START DATE	DESCRIPTION	QUANTITY	RATE	BALANCE
08/24/2022	Courageous Conversation® Academy Registrant(s): Davis, Yolanda Gonzales-Waters, Trisha Haynes, Kristen Inkabi, Katie Leadingham, Carrie Nguyen, Hong Oji-Marchese, Cyndi Schwab, Gretchen Select/Unselect Vaughns, Charlotte Vespi, John Woody, Danielle	11	85.00	935.00

SUBTOTAL 935.00

TAX

935.00 0.00

If paying by check, please remit to:

Pacific Educational Group Inc. 248 3rd Street, Suite 634 Oakland CA 94607

PLEASE INDICATE THE INVOICE NUMBER

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Pacific Educational Group Inc. 248 3rd Street, Suite 634 Oakland CA 94607

PLEASE INDICATE THE INVOICE NUMBER



Pacific Educational Group, Inc. 248 3rd Street, Suite 634 Oakland, CA 94607 +1 4159610742 Icanham@courageousconversation.com

INVOICE

BILL TO Director of Curriculum San Ramon Valley Unified School District

699 Old Orchard Danville, CA 94526 INVOICE # 7839 DATE 08/15/2022 DUE DATE 09/14/2022 TERMS Net 30

START DATE	DESCRIPTION	QUANTITY	RATE	BALANCE
08/24/2022	Courageous Conversation® Academy Registrant(s): Davis, Yolanda Gonzales-Waters, Trisha Haynes, Kristen Inkabi, Katie Leadingham, Carrie Nguyen, Hong Oji-Marchese, Cyndi Schwab, Gretchen Select/Unselect Vaughns, Charlotte Vespi, John Woody, Danielle	11	85.00	935.00

SUBTOTAL TAX 935.00 0.00

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Pacific Educational Group Inc. 248 3rd Street, Suite 634 Oakland CA 94607

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8/15/2022

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Pacific Educational Group Inc. 248 3rd Street, Suite 634 Oakland CA 94607

PLEASE INDICATE THE INVOICE NUMBER





SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT 699 OLD ORCHARD DRIVE DANVILLE, CA 94526-4331 BILL TO: Accounts Payable

NO.3-00670

	$\frac{1}{2}$ $\frac{SSV}{US}$	D z				(925) 552-5500	551	Date: 0	7/19/2022
	7 DC	3. ~	·		PUF	RCHASE ORD		IIS PURCHASE ORDER	NUMBER MUST APPEAR AGES AND SHIPPING
					P PREPAID TO LLEY USD WAR NYON ROAD	EHOUSE			
			ACCT #:	,			RECEIVING HRS		I
DELIVE	ERY DATE:		FOB:	SHIP VIA:	TERMS:	REQUISITIONERS:		. ()_0/ 021	ROOM:
			DESTINAT			DPetish/JCoulson/	GMcVay		
ITEM	QTY	UNIT			DESCH	RIPTION		UNIT COST	EXTENSION
1	1	EACH	Academy Attende **PLEAS YOU.** *** PL ~IF THE PLEASE AT (925 APPROVA ~PLEASE	for the 2 e: Jessica E SEE INVO ATTENTION EASE CONFI RE ARE ANY NOTIFY SUN)824-1829 L.SRVUSD S SEND INVO	2022-2023 a Coulson DICE #JCOU VENDOR ** IRM RECEIN Y PRICE DI NNY YU IN OR LYU@SH STANDARD T DICES OR H	JLSON1 AND W-9 FO	RM. THANK E ORDER. NE ITEMS, PARTMENT E NS APPLY.	4,500.00	4,500.00
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6.



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT BILL TO: Accounts Payable 699 OLD ORCHARD DRIVE

DANVILLE, CA 94526-4331 (925) 552-5500

NO.4-04241

Date: 10/19/2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

PURCHASE ORDER

SHIP PREPAID TO:

VENDOR:	<u>NO.</u>	11	5262	
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815 WEST VAN	BUREN	ST.	STE	210
CHICAGO IL 60	0607			

SAN RAMON VALLEY UNIFIED EDUCATIONAL SERVICES 699 OLD ORCHARD DRIVE DANVILLE, CA 94526

SRVUSD ACCT #:

DELIVE	ERY DATE:		FOB:	SHIP VIA:	TERMS:	REQUISITIONERS:		ROOM:
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ITEM	QTY	UNIT			DESC	RIPTION	UNIT COST	EXTENSION
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			**PLEASE 10/20/20		O SEND PO	TO MWORTHY@CASEL.ORG BY		
			PAYMENT	MUST BE F	RECEIVED	BY CASEL BY 11/30/2023.		
			THANK YO	.**				
			~PLEASE DISCREPA	ANCIES OR	RECEIPT O CHANGES,	** F THIS PO. REGARDING ANY PRICE PLEASE NOTIFY SUNNY YU AT SD.NET FOR APPROVAL~		
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Important notice to vendors 1. PREPAY ALL FREIGHT CHARGES. NO C.O.D. DELIVERIES & PACKING SLIPS MUST ACCOMPANY EACH ORDER. 2. TERMS & CONDITIONS ARE AVAILABLE UPON REQUEST OR ONLINE AT HTTP://SRVUSD.NET/PURCHASINGTANDC 3. NO MODIFICATION OR CHANGE TO THIS ORDER IS ALLOWED UNLESS AUTHORIZED IN WRITING BY THE DISTRICT PURCHASING OFFICE. 4. DISTRICT RESERVES THE RIGHT TO WITHHOLD PAYMENT UNTIL ORDER IS COMPLETE. 5. DISTRICT WILL NOT BE RESPONSIBLE FOR PAYMENT OF INVOICE IF ORDER IS SHIPPED TO ANY ADDRESS OTHER THAN "SHIP TO" ADDRESS MUST BE EFFECTED BY DISTRICT "CHANGE ORDER". 6. MATERIAL SAFETY DATA SHEETS MUST BE SUPPLIED WHERE APPLICABLE.								
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Vendor Phone: (312)226-3770 Vendor Fax: purchaseorders@casel.org; communitynetwork@casel.o



Leaders as Learners: Building the Village Our Children Need

November 7-9, 2023 | Atlanta, GA

Register Now

TUESDAY, NOVEMBER 7, 2023					
TIME	EVENT				
9:00 am–4:00 pm	Pre-Conference Sessions				
	Want to get a head start on the <i>SEL Exchange</i> , or looking for specific implementation strategies and programs? Choose from 26 full-day, morning, or afternoon sessions. View pre-conference options here. Lunch will be provided to all registered pre-conference attendees!				
5:00 pm–8:30 pm	Cocktail Reception & Kickoff Dinner	Speakers			
	An Evening of Enlightenment with Jewel and Dr. Tim Shriver Kick off the <i>SEL Exchange</i> with multiplatinum recording artist Jewel and CASEL Board Chair Dr. Tim Shriver in a heartfelt dinner conversation on their personal experiences with SEL. U.S. Surgeon General Dr. Vivek Murthy will also share recorded remarks on the urgency around SEL and mental wellness, while local Atlanta leaders will offer thoughts about citywide SEL priorities. Then, join CASEL as we celebrate the winners of the 2023 Social and Emotional Learning Leader of the Year (SELLY) Awards.	Dr. Tim Shriver Co-founder, CASEL Jewel Singer-songwriter, NY Times Best Seller, & Mental Health Expert			



Leaders as Learners: Building the Village Our Children Need

November 7-9, 2023 | Atlanta, GA

AGENDA

WEDNESDAY, NOVEMBER 8, 2023					
ТІМЕ	EVENT				
All Day	SEL Main Street				
	Visit the pulse point of the conference, featuring SEL exhibitors, be gallery, wellness activities, and opportunities to connect and learr				
7:30 am-8:30 am	Breakfast/Networking				
8:30 am-10:00 am	Opening Plenary	Speakers			
	SELebrating 50 years of Hip-Hop Join hip-hop legend and icon Darryl "DMC" McDaniels, of the famed group RUN DMC, as he uses his lyrical expertise to share his personal SEL story. Then experience the timeless power of hip hop with local youth and Dr. Roberto Rivera of the Alliance for the 7th Generation.	Darryl "DMC" McDaniels Co-founder RUN DMC Dr. Roberto Rivera Co-founder Alliance for the 7th Generation			
10:00 am-10:30 am	Break/Networking				
10:30 am–12:00 pm	Breakout Session 1	Speakers			
	Choose from nearly 300 sessions throughout the <i>SEL Exchange</i> . Options during this time block include (but are not limited to):				
FEATURED SESSION	Tech-Hearted: Discover Practical Applications of Artificial Intelligence in Fostering Student Curiosity, Engagement, and Voice Al isn't just for robots! Packback CEO Kelsey Behringer and researcher Dr. Thomas Breideband explore how Al can enhance students' social, emotional, and academic learning.	Kelsey Behringer Packback CEO Dr. Thomas Breideband University of Colorado Boulder			



	WEDNESDAY, NOVEMBER 8, 2023	
ТІМЕ	EVENT	
10:30 am-12:00 pm	Breakout Session 1 (continued)	Speakers
FEATURED SESSION	Finding the Magic in Middle School Is middle school actually the worst time of life, or just the worst- understood? Author and educator Chris Balme and CASEL CEO Dr. Aaliyah Samuel discuss the middle school brain and how to support kids during this exciting but challenging time.	Chris Balme Author and principal Dr. Aaliyah Samuel CASEL CEO
	Schools With Spirit: Nurturing the Inner Lives of Educational Leaders Transform teaching and students' experiences by nurturing educators' minds, bodies, and spirits. Linda Lantieri, Aija Simmons, Mychal Mills, and Meena Srinivasan, of Transformative Educational Leadership, share what the research says and how to cultivate our own inner lives.	Linda Lantieri Transformative Educational Leadership Aija Simmons Transformative Educational Leadership Mychal Mills Transformative Educational Leadership Meena Srinivasan Transformative Educational Leadership
	Making Connections: Transformative SEL and Project-Based Learning Watch what happens when you take a Gold Standard school project and infuse identity, agency, belonging, collaborative problem-solving, and curiosity. Join PBLWorks' James Campbell to discover practical strategies for integrating transformative SEL with project-based learning.	James Campbell PBLWorks
	Reshaping Ecosystems of Learning: Creating Inclusive Environments for All Learners Can organizations actually change adult mindset and practices? Education First's IIa Deshmukh Towery and Kelly James lead a thought-provoking exploration of research on how organizations use a racial justice lens to shift learning conditions.	Ila Deshmukh Towery Education First Kelly James Education First
12:00 pm–1:00 pm	Lunch provided on SEL Main Street	



	WEDNESDAY, NOVEMBER 8, 2023	
ТІМЕ	EVENT	
1:00 pm–2:30 pm	Breakout Session 2	Speakers
	Choose from nearly 300 sessions throughout the <i>SEL Exchange</i> . Options during this time block include (but are not limited to):	
FEATURED SESSION	Navigating the Culture Wars: Using Communications to Move SEL Forward Politics, culture wars & polls, oh my! Get the latest data and expert strategies for communicating about SEL from a place of strength, led by Annie Kim and Hannah Milgrom of communications agency RALLY and Jim Vetter of SEL4US.	Annie Kim RALLY Hannah Milgrom RALLY Jim Vetter SEL4US
FEATURED SESSION	Moving Beyond Competencies: SEL at the Intersection of Racial Justice and Healing Challenge your own notions of SEL by joining Dr. Dena Simmons and her LiberatED colleagues, Miriam Miller and Aileen Mokuria. They'll share a bold SEL vision for honoring every individual's identity and promoting healing and liberation.	Dr. Dena Simmons LiberatED Miriam Miller LiberatED Aileen Mokuria LiberatED
	Empathy Is a Superpower at the Heart of SEL How can we learn to really see ourselves in another person, to feel with them, and to find our shared humanity? R. Keeth Matheny, of SEL Launchpad, leads a highly engaging and interactive workshop to support educators in practicing and teaching empathy.	R. Keeth Matheny SEL Launchpad
	Using our Village to Enhance Adult SEL Across Research, Policy, and Practice Supporting educator well-being has never been more urgent— but our systems aren't always well-coordinated. AIR's Dr. Nick Yoder and Dr. Kimberly Kendziora join Tammy Bolen, Washington state's SEL supervisor, to discuss how practitioners, policymakers, and researchers can work together to support adults.	Dr. Nick Yoder American Institutes for Research (AIR) Dr. Kimberly Kendziora American Institutes for Research (AIR) Tammy Bolen Washington Office of Superintendent of Public Instruction



	WEDNESDAY, NOVEMBER 8, 2023	
TIME	EVENT	
1:00 pm-2:30 pm	Breakout Session 2 (continued)	Speakers
	Building our MTSS-SEL Village on Changing Soil Education leaders in Fort Worth, Texas, have the blueprint for supporting every child - and they're sharing it here! Dr. Cherie Washington and Kelly Dolan Sapp unveil Fort Worth Independent School District's newly released MTSS Framework and Policy Guidebook and share how it supports quality SEL for adults and students.	Dr. Cherie Washington Fort Worth Independent School District Kelly Dolan Sapp EduSolve
	Special Event	<u>I</u>
	SEL Backstage Pass Experience an intimate, face-to-face gathering with our plenary and keynote speakers, along with CASEL board members, during this afternoon dessert reception. (Paid opportunity)	
2:30 pm–3:00 pm	Break/Networking	
3:00 pm–4:30 pm	Breakout Session 3	Speakers
	Choose from nearly 300 sessions throughout the <i>SEL Exchange</i> . Options during this time block include (but are not limited to):	
FEATURED SESSION	How Educators Feel (and How They Want To Feel) Matters Teaching is an emotional rollercoaster! Best-selling author and director of the Yale Center for Emotional Intelligence, Dr. Marc Brackett, shares the latest data on how educators are feeling, coping, and how that impacts burnout. Join to learn how school leaders can support the emotional lives of educators.	Dr. Marc Brackett Yale Center for Emotional Intelligence



WEDNESDAY, NOVEMBER 8, 2023		
ТІМЕ	EVENT	
3:00 pm–4:30 pm	Breakout Session 3 (continued)	Speakers
FEATURED SESSION	88,000 Students Weigh In: Learning and Well-Being After COVID-19 How have student experiences changed in the aftermath of COVID? And which groups are being left behind? Jen Wilka of YouthTruth illuminates what thousands of students shared about their learning, sense of belonging, mental health, and support from adults.	Jen Wilka YouthTruth
	Taking it to the Next Level: District Partnerships to Advance SEL in After-School and Summer SettingsWhen we've built the village our children need, they'll experience SEL in all of the places they live and learn. Dan Gilbert, Mara Schanfield, Greg MacPherson, Jackie DuPont, Shannon Smith, and Elle Essenmacher dig into what the research says and how to integrate social and emotional skills across in-school and in out-of-school time.	Dan Gilbert Afterschool Alliance Mara Schanfield Search Institute Greg MacPherson Big Thought Jackie DuPont The Opportunity Project Shannon Smith Harmony SEL Elle Essenmacher Harmony SEL
	University-School District Partnerships to Implement SEL and Promote Wellness in Schools Universities + school districts = wellness, equity, and prevention. Get the takeaways from three university-school district partnerships that optimized SEL in elementary, middle, and high schools. With the University of Virginia's Dr. Catherine Bradshaw, Dr. Jessika Bottiani, and Dr. Alexis Harris.	Dr. Catherine Bradshaw University of Virginia Dr. Jessika Bottiani University of Virginia Dr. Alexis Harris University of Virginia
	The Emotionally Literate Learner: Weaving SEL Throughout Reading and Writing Instruction Emotional literacy can transform children's learning! Gain practical, easy-to-adapt strategies to help students identify, manage, empathize, and express emotions throughout reading and writing curricula. With SEL coach Lily Howard Scott.	Lily Howard Scott Bank Street College of Education



WEDNESDAY, NOVEMBER 8, 2023		
ТІМЕ	EVENT	
4:30 pm–5:00 pm	Break/Networking	
5:00 pm-6:30 pm	Toast to Innovation	
	Raise your glass during this cocktail and appetizer reception as y showcasing the cutting-edge work of SEL researchers and practitione-on-one with these trailblazers.	
6:30 pm–7:30 pm	Break/Networking (Dinner on your own)	
6:30 pm-7:30 pm 7:30 pm-9:00 pm	Break/Networking (Dinner on your own) Special Event	Speakers



Leaders as Learners: Building the Village Our Children Need

November 7-9, 2023 | Atlanta, GA

AGENDA

THURSDAY, NOVEMBER 9, 2023		
ТІМЕ	EVENT	
All Day	SEL Main Street	
	Visit the pulse point of the conference, featuring SEL exhibitors, bookstore, student art gallery, wellness activities, and opportunities to connect and learn.	
8:00 am-9:00 am	Breakfast/Networking	
9:00 am-9:45 am	Opening Plenary	Speakers
	The Science of Adult Transformation to	Dr. Mark Greenberg CREATE chairman
	Create Caring Schools Leading researchers dig into how educator well-being and care	Dr. Rebecca Collie University of New South Wales
	can transform schools, support youth and families, and create flourishing communities. CASEL co-founder Dr. Mark Greenberg moderates the panel featuring AERA's Outstanding Early Career	Dr. Robert Roeser Penn State University
	Scholar Dr. Rebecca Collie, renowned social psychologist Dr. Jason Okonofua, and two-time Fulbright scholar Dr. Robert Roeser.	Dr. Jason Okonofua University of California, Berkeley
9:45 am–10:15 am	Break/Networking	
10:15 am–11:45 am	Breakout Session 4	Speakers
	Choose from nearly 300 sessions throughout the <i>SEL Exchange.</i> Options during this time block include (but are not limited to):	
FEATURED	Belonging, Community, and a New Vision	Scarlett Lewis Choose Love Movement
SESSION	for Safer Schools Concerns about student safety are on the rise - but hardening	Perry Plummer NH Homeland Security and Emergency Management
	schools isn't the answer. This can't-miss panel brings together leading experts to explore proactive, SEL-focused approaches	Bob Runcie Chiefs for Change
	to school safety. Moderated by Dr. Aaliylah Samuel, this discussion features Scarlett Lewis of the Choose Love Movement, safety expert Perry Plummer, Bob Runcie of Chiefs	Katy Neas U.S. Department of Education
	for Change, and Katy Neas of the U.S. Department of Education.	Dr. Aaliyah Samuel CASEL CEO



THURSDAY, NOVEMBER 9, 2023		
TIME	EVENT	
10:15 am–11:45 am	Breakout Session 4 (continued)	Speakers
FEATURED SESSION	Instructional Interactions and Literacy: Supporting Classroom Interactions in SEL Skill Development Is adult SEL a secret ingredient that can help students learn to read? Join David Adams, Dr. Bridget Hamre, and Dr. G. Lawrence Farmer for this interactive exploration of how teachers' SEL skills contribute to literacy development and other important learning outcomes.	David Adams Urban Assembly Dr. Bridget Hamre Teachstone Dr. G. Lawrence Farme Fordham University
	Educator Social and Emotional Learning and Unlearning James Baldwin once said, "Children have never been very good at listening to their elders, but they have never failed to imitate them." University of Virginia Professor Dr. Patricia Jennings will demonstrate how to support student SEL by practicing our own SEL and mindfulness, and share what habits we'll need to unlearn.	Dr. Patricia Jennings University of Virginia Professor
	What Else is True? A Student-Led Experience in Cultivating Resilience Our nervous systems are sending us information, but are we listening? Jennifer Knox from Emory University offers a framework for cultivating greater understanding of resilience through the lenses of self, relationships, and systems by building body literacy and practicing easy-to-learn skills.	Jennifer Knox Emory University
	Blending SEL and Trauma-Informed Practices to Create a Supportive Workplace for Educators Spot staff burnout, practice reflective listening, and build a team that will rejuvenate your staff. SEL consultant Laura Hurwitz and Nicole Weinstein from the Jewish Family and Career Services of Atlanta will share how to bring together SEL and trauma-informed practices to create a positive workplace culture.	Laura Hurwitz SEL consultant Nicole Weinstein Jewish Familky and Career Services of Atlanta



THURSDAY, NOVEMBER 9, 2023		
ТІМЕ	EVENT	
11:45 am–12:30 pm	Lunch provided on SEL Main Street	
12:30 pm–2:00 pm	Breakout Session 5	Speakers
	Choose from nearly 300 sessions throughout the <i>SEL Exchange</i> . Options during this time block include (but are not limited to):	
FEATURED SESSION	Evidence-Based Practice Requires Evidence: Advancing the Science and Practice of SEL Get up to speed on the most critical findings from the latest research on SEL by the 2022 SELLY-award winner Dr. Christina Cipriano of Yale Child Study Center. She'll cut through what we know and what we need to know about SEL, and shed light on the next evolution of SEL evidence.	Dr. Christina Cipriano Yale Child Study Center
FEATURED SESSION	Recentering Youth Thriving What would it take to renew our commitment to public education? What would it look like for a new model of schooling to center learners, families, and community educators? Explore foundational positive youth development research and efforts to refine a community action framework with Karen Pittman of Knowledge to Power Catalysts.	Karen Pittman Knowledge to Power Catalysts
	Effectively Implementing SEL: Insights from Districts' Successes and Setbacks Learn the best practices in SEL implementation from across rural, suburban, and urban districts. AASA's Dr. Sheldon Berman showcases a variety of strategies, programs, and infrastructure supports that have led to better implementation, greater buy-in, and more successful results for students.	Dr. Sheldon Berman AASA



THURSDAY, NOVEMBER 9, 2023		
ТІМЕ	EVENT	
12:30 pm–2:00 pm	Breakout Session 5 (continued)	Speakers
	Centering Equity and Social Justice in a Districtwide SEL Program Adoption Process Portland Public Schools is no stranger to innovation, and their process for adopting district wide SEL programs was like none other. District leaders Dr. Jill Bryant, Tracey Brown, Dr. Julie Prindle, and Liz Tracy share how they engaged in a process that brought staff, students, and community partners to the forefront. Culturally Relevant SEL for Multilingual Learners: Practical Tools Set multilingual learners up for success! Explore the research and apply tools and strategies that integrate SEL and culturally responsive practices for multilingual learners. With Mindi Teich and Dr. Diane Staehr Fenner from SupportEd.	Dr. Jill Bryant Portland Public Schools Tracey Brown Portland Public Schools Dr. Julie Prindle Portland Public Schools Liz Tracy Portland Public Schools Mindi Teich SupportEd Dr. Diane Staehr Fenner SupportEd
2:00 pm–2:15 pm	Break/Networking	
2:15 pm–3:00 pm	Closing Plenary	Speakers
	The Future of Education: SEL in the Dawn of Artificial Intelligence What role will SEL play in strengthening our critical human assets as technology advances emerge? Can we harness the power of AI to foster inclusive, relationship-rich classrooms that achieve equitable outcomes? How will we prepare our young people for a future work world shaped by AI? Dr. Kristal Ayres, Lead Educational Strategist supporting the Global Impact team at Google for Education, and AI and SEL expert Dr. Christina Gardner-McCune will offer insights into the potential for AI to bring us closer together. Moderated by Dr. Tim Shriver.	Dr. Kristal Ayre Google for Education Dr. Christina Gardner-McCune University of Florida Dr. Tim Shriver Co-founder, CASEL



Dear Jessica Coulson,

Congratulations on your acceptance to CASEL's SEL Fellows Academy for the 2022-2023 cohort!

We look forward to getting to know you and working together in the year ahead.

In joining the SEL Fellows Academy second cohort, you will receive quality SEL expertise, hands-on support, and join a powerful community of practice engaging in virtual workshop sessions, peer inquiry circles, journey partners, and individual touchpoints with CASEL.



SEL Fellows Academy Shared Commitments

- I will strive to participate virtually in all sessions.
- I commit to timely communication with the SEL Fellow Academy leads.
- I commit to completing assignments between sessions.
- I commit to completing and sharing a capstone project at the end of the engagement.
- I commit to participating in research-related activities (e.g. feedback surveys, case studies) to help CASEL understand the impact of the SEL Fellows Academy.
- I commit to participating in the SEL Fellows alumni community upon completion to the best of my ability.

- CASEL commits to building a powerful learning community in partnership with our SEL Fellows.
- CASEL commits to timely communication with SEL Fellows.
- CASEL commits to using SEL Fellows' feedback to inform programming decisions.
- CASEL commits to supporting SEL Fellows in the successful completion of a capstone project.
- CASEL commits to sharing its research-related learnings with SEL Fellows while maintaining participant confidentiality.

I have reviewed all the information and expectations for the SEL Fellows Academy and accept the invitation to join the 2022-2023 Cohort (August 2022 - June 2023).

Fellow's Signature

I support our SEL lead's participation in the SEL Fellows Academy:

Superintendent Signature

Direct Supervisor Signature (if different than Superintendent)

Date

Date

5-71-22

Date



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR & SERVICE PROVIDER AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective December 21 , 20 18 (the "Effective Date"), by and between the San Ramon Valley Unified School District, ("District") and Pacific Educational Group, Inc. ("Contractor").

- Contractor Services. Contractor agrees to provide the following services to District (collectively, the
 "Services"):
 To provide 6 days of Professional Development for SRVUSD staff and community members on the subject of Culturally
 Relevant Instructional Coaching (CRIC) in the 2018-2019 and 2019-2020 school years.
- 2. <u>Contractor Qualifications.</u> Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.
- 3. <u>Term.</u> This Agreement shall begin on <u>December 21</u>, 20 18, and shall terminate upon completion of the Services, but no later than <u>05/29/2020</u> ("Term"), except as otherwise stated in <u>Paragraph 4</u> below. There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
- 4. <u>Termination</u>. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged as bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
- 5. <u>Payment.</u> District agrees to pay Contractor at the rate of \$<u>6,000.00</u> per <u>day</u>. The rate shall not be increased by Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed \$<u>36,000.00</u>. District agrees to pay Contractor within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.
- 6. <u>California Residency/Nonresidency</u>. If Contractor and the Contractor Parties are not residents of the State of California, payment made may be subject to nonresident withholding as defined by the Franchise Tax Board Revenue and Taxation Code, Section 18662.
- 7. <u>Indemnity.</u> Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all 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 (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or 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 the District or the District Parties. Such obligation 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.

- 8. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
- 9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) workers' compensation insurance as required by Labor Code section 3200, et seq., if applicable; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. □ Insurance requirements waived. Subject to approval.
- 10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
- 11. <u>Taxes.</u> 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 compensation 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.
- 12. <u>Fingerprinting/Criminal Background Investigation Certification</u>. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of

the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and the Contractor Parties shall <u>only have limited or no contact</u> (as determined by District) with District students at all times during the Term of this Agreement.

In determining whether a contract employee has limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district has made this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees.

- B. D Contractor and the Contractor Parties have <u>more than limited contact</u> (as determined by District) with District students during the Term of this Agreement: Please complete FORM B.
- C. C (Required only if Box 12.B. is checked.) All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

- 13. <u>Tuberculosis Certification</u>. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to the District the following:
 - A. Contractor and Contractor Parties shall <u>only have limited or no contact</u> (as determined by District) with District students at all times during the Term of this Agreement.
 - B. Contractor and Contractor Parties shall have <u>more than limited contact</u> (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406.

Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. <u>Confidential Information</u>. 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.

- 15. <u>Assignment/Successors and Assigns.</u> Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
- 16. <u>Severability</u>. 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.
- 17. <u>Amendments.</u> The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 18. <u>Governing Law.</u> 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 Contra Costa, 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.
- 19. <u>Written Notice</u>. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
- 20. <u>Compliance with Law.</u> Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages, and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
- 21. <u>Non-Discrimination</u>. There shall be no discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
- 22. <u>Attorney Fees.</u> If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
- 23. <u>Liability of District.</u> Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
- 24. <u>Time.</u> Time is of the essence to this Agreement.
- 25. <u>Waiver</u>. 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.
- 26. <u>Entire Agreement.</u> This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

- 27. <u>Ambiguity.</u> The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 28. <u>Execution of Other Documents.</u> 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.
- 29. <u>Execution in Counterparts/Authority.</u> 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.
- 30. <u>Warranty of Authority</u>. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

San Ramon Valley Unified School District By: Greg Med Chief Business Office

CONTRACTOR:

Pacific Educational Group

Bv: ersalles

Title: Director, PreK-12 District Partnerships

Address or Contractor Notices:

San Ramon Valley Unified School District Attn: Business Office 699 Old Orchard Drive Danville, CA 94526

795 Folsom Street, #1 San Francisco, CA 94107 415-346-4575

Address for District Notices:

School Site/Department Approval

En A. But Accounting Approval:

Rev. 8 2017

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "<u>Agreement</u>") is entered into as of <u>December 20, 2018</u> (the "<u>Effective Date</u>"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("<u>PEG</u>") and <u>SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT</u> a California public school district ("<u>Client</u>").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. <u>Services</u>.

1.1. <u>Services</u>. PEG will perform the professional services (the "<u>Services</u>") and provide the deliverables the (the "<u>Deliverables</u>") in accordance with the requirements set forth on the applicable statement of work (the "<u>Statement of Work</u>") set forth on <u>Exhibit A</u>, attached hereto and incorporated herein, which may be amended from time to time by the written agreement of the parties. PEG agrees to perform the Services and provide the Deliverables in a professional manner, in the time and manner requested by Client, and otherwise in accordance with this Agreement.

1.2. Third Party Contracts. Subject to Client's prior written consent, Client authorizes PEG to enter into contracts with third parties ("Authorized Contracts") when such contracts are necessary for the completion of the Services and/or Deliverables. Client assumes full liability and responsibility for any expenditures resulting from such Authorized Contracts. While PEG shall endeavor to guard against any loss to Client resulting from the failure to perform or improper performance by any third party, PEG shall not be liable or responsible to Client for any such loss. Notwithstanding anything in this Agreement to the contrary, PEG shall not be required to obtain Client's prior written consent to contract with commercial venues or carriers on Client's behalf, including without limitation hotels or airlines for PEG travel, or with any vendors who render general services for PEG in the ordinary course of business, including without limitation, copy centers, couriers, delivery or messenger services, tape duplicating services, providers of satellite media tours and/or clip services.

1.3. **Non-Exclusivity.** Client acknowledges and agrees that PEG will be providing services pursuant to this Agreement on a non-exclusive basis and may perform similar services from time to time for other clients. This Agreement shall not prevent PEG from performing such similar services for such other clients.

2. <u>Compensation</u>.

2.1. <u>Fees</u>. Subject to the terms and conditions of this Agreement, Client will pay a total fee of **Thirty-six thousand US Dollars**, \$<u>36.000.00 (</u>"Fee"), payable upon receipt of an invoice from PEG pursuant to <u>Section 2.3</u>.

2.2. <u>Expenses</u>. Client shall promptly reimburse PEG for PEG's reasonable, actual, out-of-pocket expenditures incurred by PEG in carrying out PEG's duties under this Agreement upon receipt of proper documentation, provided that such expenses are preapproved by Client.

2.3. <u>Billing.</u> PEG shall invoice Client promptly. Client agrees to pay PEG within thirty (30) business days after receipt of PEG's invoice, which will include any substantiating documentation for expenses as may be requested by Client. Client shall pay each invoice promptly and shall not have any right of set off for any claim filed against PEG. Failure of Client to timely pay invoices is a material breach of this Agreement.

2.4. Late Payment Terms. If Client fails to make a payment of the invoice when due, Client shall pay to PEG a late payment charge equal to one and one-half percent (1.5%) of the unpaid amount of such invoice for each month beyond the original payment due date during which such amount remains unpaid. In no event will the late fee charged to Client hereunder exceed the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement or Client's credit is impaired as determined by PEG in its sole discretion, PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement, PEG reserves the right to suspend some or all Services and/or Deliverables hereunder until arrangements satisfactory to PEG are made. Client agrees to reimburse PEG for any costs incurred (including reasonable

attorneys' fees and court costs) in connection with PEG's attempts to collect any sums that are more than thirty (30) days past due.

2.5. <u>Disputed Charge</u>. In the event of any dispute with regard to a portion of an invoice, Client shall: (a) notify PEG in writing of the disputed amount within **five (5) business days** of receipt of the invoice, (b) specifically identify the reason for the dispute, and (c) pay all undisputed amounts owed while the dispute is under negotiation.

3. <u>Relationship of Parties</u>.

3.1. Independent Contractors. The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither this Agreement nor any terms and conditions contained in this Agreement may be construed to: (a) give any party the power to direct and control the day-to-day activities of any of the other; (b) create or constitute a partnership, joint venture, franchise, employment or agency relationship between or among the parties; or (c) allow any party to create or assume any obligation on behalf of the other party, not including such obligations related to completing the Services and/or Deliverables.

3.2. <u>PEG's Taxes.</u> PEG shall be solely responsible for all withholding, self-employment, social security, or other federal, state or local taxes attributable to all compensation paid by Client under this Agreement, including but not limited to the Fee. PEG shall be solely responsible for all workers' compensation insurance premiums, if any. PEG agrees to indemnify, defend and hold Client harmless for all such taxes, charges and expenses.

4. <u>Term and Termination</u>.

4.1. <u>Term</u>. The term of this Agreement commences as of the Effective Date and will continue in full force and effect until the Services are performed and the Deliverables provided pursuant to the terms contained in <u>Exhibit A</u>, unless earlier terminated pursuant to the terms herein (the <u>"Term</u>").

4.2. <u>Termination Without Cause</u>. This Agreement or any Statement of Work may be terminated by either party without cause after providing the other party sixty (60) days' prior written notice ("<u>Notice</u> <u>Period</u>").

4.3. Termination With Cause. Either party may terminate this Agreement or any Statement of Work for material breach or default of the other party on **thirty (30) days**' prior written notice to the breaching party. If within the **thirty (30) day** period the breaching party does not cure the material breach or default, or commence the cure of such material breach or default for items that are not curable within the **thirty (30) day** time frame, this Agreement will automatically terminate at the end of that period. If Client fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure. If Client fails to cure such breach within **three (3) business days** after receipt of such notification, then PEG may immediately terminate this Agreement or any Statement of Work without any further notice, in its sole discretion.

4.4. <u>Client's Post-Termination Obligations</u>. Upon termination of this Agreement pursuant to <u>Section 4.3</u>, Client shall be liable for the following obligations: (a) reimbursing PEG for reimbursable expenses incurred prior to the notice of termination; (b) assuming PEG's liability for all Authorized Contracts and commitments PEG is unable to cancel; and (c) reimbursing PEG for any cancellation or other penalties incurred under the Authorized Contracts.

4.5. <u>Cancellation</u>. Client may cancel and reschedule any Seminar(s) by sending written notice ("Notice of Cancellation") to PEG by electronic mail addressed to: PEG Manager/Contact as referenced in Exhibit A, Statement of Work, in advance of any such Seminar. In the event of a cancellation under this Section 4.5, Client shall pay to PEG the cancellation fee ("Cancellation Fee") set forth in Section 4.5.1 and reimburse PEG for reimbursable expenses approved by Client under Section 2.2 of this Agreement if PEG is not able to cancel or avoid such expenses after receiving Client's notice of Cancellation.

4.5.1. <u>Cancellation Fees.</u> Client shall pay to PEG a Cancellation Fee as follows: (i) if Client's Notice of Cancellation is received by PEG within fourteen (14) calendar days before the planned Seminar, PEG is entitled to 100% of the Fee associated with such Seminar; (ii) if Client's Notice of Cancellation is received by PEG between fifteen (15) calendar days and thirty (30) calendar days before a planned Seminar, then PEG is entitled to 50% of the Fee associated with such Seminar,

and (iii) if Client's Notice of Cancellation is received by PEG more than thirty (30) calendar days before a planned Seminar, PEG is not entitled to receive a Cancellation Fee.

4.5.2. <u>Consequences of Cancellation</u>. As part of Client's Notice of Cancellation, Client shall request that any cancelled Seminar(s) be rescheduled and the Parties will work together, in good faith, to reschedule such cancelled Seminar(s).

- 5. Intellectual Property Rights and Trademarks. PEG (and its licensors as applicable) shall retain full and sole title, copyright, patent, trademark and other proprietary rights in its Services, Deliverables and/ or training protocols (for the purposes of this Section 5, collectively referred to as the "Training Protocols"), the underlying documents and materials, including user manuals, PowerPoint presentations, handouts, and any backup or archival copies of the aforementioned provided to Client by PEG and any modifications or translations thereof, "Pacific Educational Group, Inc.," "Pacific Educational Group," "PEG," and "Courageous Conversation," and any other trademarks, service marks, know-how and other proprietary property adopted by PEG to identify the Training Protocols and other PEG products and services (collectively, referred to as the "PEG IP"). Client shall not have any rights in or to the PEG IP, and Client shall not use the PEG IP in any way other than as specifically allowed for under this Agreement. Client agrees not to cause or permit the reverse creation or recompilation of the PEG IP. Client shall not market any of the PEG IP in any way which implies that they are the proprietary product of Client or of any party other than PEG (and its licensors as applicable). Client shall take all reasonable steps to ensure that its employees, agents, contractors and clients are aware of and comply with the foregoing. PEG IP includes, but is not limited to, the following:
 - 1. B.O.E. ("Board of Education Racial Equity Leadership Development")
 - 2. Beyond Diversity
 - 3. Beyond Diversity 2
 - 4. Beyond Diversity Day 3
 - 5. Beyond Diversity Online
 - 6. C.R.E. ("Coaching for Racial Equity")
 - 7. C.R.I.C. ("Culturally Relevant Instructional Coaching")
 - 8. CARE ("Collaborative Action Research for Equity")
 - 9. CCAR ("Courageous Conversations About Race")
 - 10. Courageous Conversations About Race
 - 11. Courageous Conversation™
 - 12. Courageous Corporation
 - 13. D.E.L.T.A. ("District Equity Leadership Team Advisory")
 - 14. DEAP ("District Equity Assessment Process")
 - 15. DELT ("District Equity Leadership Team")
 - 16. Equity Teams
 - 17. Equity Walk
 - 18. E-Team ("Equity Team")
 - 19. ETP ("Equity Transformation Plan")
 - 20. Leadership for Racial Equity and Racial Equity Leadership
 - 21. LEADS ("Leaders Engaged in Equity Anti-Racism Development")
 - 22. MORE Courageous Conversations About Race
 - 23. P.R.E.P. ("Personal Racial Equity Purpose")
 - 24. PASS ("Partnerships for Academically Successful Students")
 - 25. PEG Affiliate
 - 26. PEG Equity Transformation Affiliates
 - 27. PEG Equity Transformation Specialists
 - 28. PEGU
 - 29. Race In My Life Exercise
 - 30. S.P./E.L.L. ("SP/ELL Equity Leadership Development")
 - 31. S.T.O.C. ("Staff of Color Equity Leadership Development")
 - 32. SOAR ("Students Organized Against Racism")
 - 33. Systemic Equity Transformation Framework
 - 34. The Colorline Exercise
 - 35. The Compass (of Courageous Conversation)

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- 36. The Four Agreements (of Courageous Conversation)
- 37. The Independent School Equity Council
- 38. The National Summit (for Courageous Conversation)
- 39. The PEG Framework is the Systemic Racial Equity Transformation Framework
- 40. The Regional Summit (for Courageous Conversation)
- 41. The Six Conditions (of Courageous Conversation)
- 42. White Talk/Color Commentary

Client shall not use any PEG trademark or any other mark likely to cause confusion with a PEG trademark as any portion of Client's tradename or trademark for any other products of Client. Client shall have the right to use PEG trademarks solely to refer to PEG's Programs, products and services. Client shall keep visible all PEG copyright notices and other such marks on the Training Protocols (and user manuals). Client agrees with respect to each registered trademark of PEG, to include in each advertisement, brochure, or other such use of the trademark, the symbol "TM" and the following statement:

"COURAGEOUS CONVERSATION" is a trademark of Pacific Educational Group, Inc.

If any obligation under this <u>Section 5</u> is breached, then, in addition to other rights PEG may have under this Agreement, PEG shall be entitled to seek performance and temporary or permanent injunctive relief, as well as any other remedies available at law or in equity.

- 6. <u>Client Obligations</u>. Client shall be responsible for: (a) the accuracy, completeness and propriety of information concerning Client's organization, products, and services, whether provided to PEG by Client or by a third party authorized by Client; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to PEG by Client or by a third party authorized by Client; (c) rights, licenses and permissions to use materials furnished to PEG by Client or by a third party on Client's behalf; and (d) compliance with all laws and regulations applicable to Client's business.
- 7. Non-Circumvention. Client agrees that it will not use PEG IP to circumvent the terms of this Agreement in order to create its own program or enter into a related transaction with a third party.

8. <u>Indemnification</u>.

8.1. <u>Client's Indemnification of PEG</u>. Client shall defend, indemnify and hold harmless PEG and its directors, employees and agents from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorney's fees and costs) (collectively "Losses") resulting from any claims, allegations, actions, suits, or proceedings made against PEG by any third party, including any governmental entity, which arise out of or relate to any third party claims or actions based on Client's negligence or willful misconduct in performing its obligations under this Agreement.

8.2. PEG's Indemnification of Client. PEG shall indemnify, defend and hold harmless Client and its parent, subsidiaries and affiliates and their respective directors, employees and agents from and against any and all Losses arising from or relating to any claim or allegation that the Services and/or Deliverables infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party.

8.3. Commencement of An Action. Upon the assertion of any claim or the commencement of any suit or proceeding by a third party against either party (the "Indemnitee") that may give rise to liability of the other party (the "Indemnitor") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

- 9. Limitation of Liability. EXCEPT FOR DAMAGES ARISING FROM ANY BREACH OF AND/OR OBLIGATIONS ARISING UNDER <u>SECTION 8</u> (INDEMNIFICATION), PEG SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PEG KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE LIMITATIONS SET FORTH IN THIS <u>SECTION 9</u> SHALL NOT APPLY TO ANY AMOUNTS DUE UNDER THIS AGREEMENT.
- **10. Publicity.** PEG may use Client's name and any non-confidential materials produced hereunder in PEG's portfolio, on PEG's web site, intranet, and for internal and trade purposes. PEG will be required to obtain Client's written prior approval to utilize Client's trademarks or any Client materials or information in press releases, PEG brochures or award submissions.

11. <u>General Terms.</u>

11.1. <u>Insurance</u>. Each party shall maintain, at its sole cost and expense, policies of self-insurance or insurance providing adequate coverage for each party's general liability and professional liability, as may be necessary to protect each party or its employees, agents, or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

11.2. Force Majeure. If PEG fails, refuses or is unable to render any of the Services or provide the Deliverables hereunder by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, accident, act of God or public enemy or by reason of any other cause, thing or occurrence of the same or any other nature not within PEG's control ("Force Majeure"), then the Agreement shall be suspended for a period equal to the duration of the occurrence of any events of Force Majeure without additional payment during such suspension. PEG shall promptly notify Client of such Force Majeure condition, setting forth the nature of the occurrence, its expected duration and how PEG's performance is affected. No suspension shall relieve PEG of PEG's obligation to render the Services and provide the Deliverables hereunder when and as required by the terms of this Agreement, except during the continuance of a Force Majeure. Any such suspension shall end promptly after the cause of such suspension ceases, and all time periods and dates hereunder shall be extended by a period equal to the period of such suspension.

11.3. Dispute Resolution. Except as set forth in <u>Section 11.3(c)</u>, any claim, controversy or dispute arising out of or relating to this Agreement (the "**Dispute**") shall be resolved in accordance with the procedures specified in this <u>Section 11.3</u>, which shall be the sole and exclusive procedures for the resolution of any such Disputes. The parties intend that these provisions shall be valid, binding, enforceable and irrevocable and shall survive any expiration or termination of this Agreement. The language to be used in resolving any Dispute and in all documents related thereto shall be English.

(a) Informal Resolution. Upon written notice from one party alleging a Dispute, the parties first agree to meet informally and make a good faith effort to resolve the Dispute; such meeting shall take place within fifteen (15) days of the written notice of the Dispute and be between the parties' respective presidents, chief executive officer or an equivalent officer. If, after a reasonable time not to exceed thirty (30) days after the meeting of the executives, the parties are unable to resolve the Dispute, the parties agree to attend non-binding mediation where the Dispute will be heard by a single mediator.

Formal Mediation. The parties hereto will make a good faith attempt to resolve the (b) Dispute by submitting it to JAMS or the American Arbitration Association ("AAA"), or their respective successors, for mediation in San Francisco, California, before resorting to any other formal dispute resolution procedure. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other formal dispute resolution procedures. Either party may commence the mediation process by providing to JAMS or AAA and to the other party written request for mediation setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS' or AAA's panel of neutrals, and in scheduling the mediation proceeding. The mediation of any Dispute must be conducted in accordance with the thencurrent JAMS or AAA national rules for the resolution of disputes pertaining to mediation, by a mediator who has had both training and experience as a mediator of commercial matters. If the parties are unable to agree on a mediator within ten (10) days of commencing the mediation process, the administrator of JAMS or AAA shall select an independent, neutral mediator in accordance with the criteria described in this Section 11.3(b). Within thirty (30) days after the selection of the mediator, the parties and their respective attorneys will meet with the mediator for one mediation session of at least four (4) hours. If the Dispute cannot be settled during such mediation session or mutually agreed continuation of the Page 5 of 8

session, either party may give the mediator and the other party to the Dispute written notice declaring the end of the mediation process. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Each party shall pay its own costs and expenses related to the mediation, and shall equally split the cost of the mediator. If, for any Dispute to which this <u>Section 11.3(b)</u> applies, a party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would be available to that party in any such action.

Binding Arbitration. If the Dispute has not been resolved by nonbinding means in (c) accordance with Section 11.3(b) within ninety (90) days of the initiation of such procedure, then the Dispute shall be finally and exclusively settled by arbitration in accordance with the California Arbitration Act, Section 1282 et seq., as the same may be amended from time to time (the "Rules"), except as modified herein. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration; provided, however, that if one party has requested the other to participate in a nonbinding procedure and the other has failed to participate, only the requesting party may initiate arbitration before expiration of the above period. The arbitration shall be held in San Francisco County, California. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The parties shall have fifteen (15) days from the receipt by the respondent of the demand for arbitration to agree on an arbitrator. If the parties fail to timely agree, on the request of any party such arbitrator shall be appointed by JAMS or the AAA in accordance with the Rules and the procedures set forth herein. Any arbitrator appointed by JAMS or the AAA shall be either a retired judge with experience in business cases or a practicing attorney with at least ten (10) years experience with business cases. The hearing on the merits shall be held as expeditiously as possible, if practicable no later than two (2) months after the appointment of a single arbitrator. The hearing shall, if practicable, last no longer than three (3) days, which shall be consecutive, if possible. The award, which shall be in writing and shall briefly and concisely state the findings of fact and conclusions of law on which it is based, shall be rendered, if practicable, within twenty (20) days of the close of the hearing. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. In rendering an award, the arbitrator shall be required to follow the law of the State of California. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any Dispute resolved by arbitration. The costs of the arbitration, including any administration fee, the arbitrators' fees, and costs for the use of facilities during the hearings, shall be borne equally by the The costs of the arbitration (including reasonable attorneys' fees and parties to the arbitration. expenses) may be awarded to the prevailing party or most prevailing party at the discretion of the arbitrator. The award shall be final and binding upon the parties and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accounting presented to the arbitral tribunal. Judgment upon any award may be entered in any court having jurisdiction thereof; provided, however, that if Client is incorporated or resides in a jurisdiction outside the United States, then Client agrees to abide by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards for enforcement of any award against Client. Any costs or fees (including reasonable attorneys' fees and expenses) incident to enforcing the award shall be charged against the party resisting such enforcement.

Please initial:

Client

(d) <u>Effect of Arbitration</u>. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies or modify or vacate any temporary or preliminary relief issued by a court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

(e) <u>Statute of Limitations</u>. The statute of limitations of the State of California applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding paragraphs of this <u>Section 11.3</u>.

(f) <u>Availability of Equitable Relief</u>. Notwithstanding the foregoing provisions of this <u>Section 11.3</u>, the parties acknowledge that a material breach of this Agreement by a party may result in irreparable harm to Client or PEG for which there is no adequate remedy at law. Accordingly, if Client or PEG reasonably believes that the other party (a) has materially breached this Agreement and (b) said breach will create irreparable harm to such non-breaching party for which there is not adequate remedy at law, the non-breaching party shall be entitled to preliminary, temporary or permanent equitable relief in any court of competent jurisdiction located in San Francisco County, California, or the United States District Court for the Northern District of California.

11.4. <u>Governing Law: Forum</u>. Any Dispute shall be governed by the substantive laws of the State of California without regard to its conflict of law rules and, subject to <u>Section 11.3</u>, shall be heard by a court of competent jurisdiction within San Francisco County, California. Both parties irrevocably consent to personal jurisdiction in, and the exclusive venue of, the state and/or federal courts located in San Francisco County, California, for the purpose of any action or judgment with respect to this Agreement, regardless of where any alleged breach or other action, omission, fact or occurrence giving rise thereto occurred. Each party hereby irrevocably waives any claim that any proceeding brought in San Francisco County, California, has been brought in any inconvenient forum.

Please initial:

11.5. <u>Prevailing Party</u>. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled. The term "<u>prevailing party</u>" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

11.6. <u>Remedies Cumulative</u>. Unless expressly stated otherwise, all the remedies under this Agreement, at law or in equity, are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.

11.7. <u>Rules of Construction</u>. This Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and conditions pursuant to the governing law selected by the parties pursuant to <u>Section 11.4</u> without application of any rules of construction relating to which party drafted this Agreement in favor of, or against, either party. In the event of any conflict between this Agreement and a Statement of Work, this Agreement will control unless the Statement of Work expressly refers to the parties' intent to alter the terms of this Agreement with respect to that Statement of Work.

11.8. <u>Waiver</u>. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

11.9. <u>Successors and Assigns</u>. This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns.

11.10. <u>Notice</u>. All notices hereunder shall be in writing and be deemed given upon written verification of receipt from express overnight/next day courier (Federal Express Priority Mail or its equivalent). All notices shall be sent to:

PEG: Chris Lim Chief of Staff Pacific Educational Group, Inc. 795 Folsom Street, 1st Floor San Francisco, CA 94107

699 Old Orchard Drive, Danville, CA 94526

 795 Folsom Street, 1st Floor
 2340 Powell S

 San Francisco, CA 94107
 Emeryville, C

 Client: Jon Campopiano,
 Executive Director of Secondary Education

 San Ramon Valley Unified School District
 Secondary Education

With a copy to: Sean T. Carter Attorney at Law The Carter Law Group 2340 Powell Street, Suite 355 Emeryville, CA 94608 Notwithstanding the foregoing, it is understood and agreed by the parties that (a) approval to incur expenses may be provided to PEG by Client via e-mail and (b) approval to release Deliverables contemplated for release and prepared in connection with the Services may be provided via e-mail. A party may change its address for notices by written notice given pursuant to this <u>Section 11.10</u>.

11.11. No Assignment. Neither party shall assign nor transfer any part of its interest in this Agreement without the express written consent of the other party.

11.12. <u>Entire Agreement</u>. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and, except to the extent otherwise contemplated by this Agreement, supersedes all previous oral and written agreements, proposals, negotiations, representations, commitments, and other communications among the parties with respect to its subject matter. This Agreement may only be modified in a writing signed by the parties hereto.

11.13. <u>Severability</u>. In the event that any portion of this Agreement is held to be illegal or otherwise unenforceable, such portion shall be severed or construed as nearly as possible to reflect the original intent of the parties, and the balance of the Agreement shall continue in full force and effect.

11.14. <u>Counterparts</u>. The parties may execute this Agreement in counterparts each of which shall be deemed an original and all of which taken together shall constitute one instrument. Any signed counterpart delivered as a PDF or other electronic copies or by facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

11.15. <u>Survival</u>. The rights and obligations of this Agreement, which by their nature are intended to survive expiration or termination shall survive, including but not limited to: <u>Sections 4</u> through <u>11</u> (including all of the subsections) of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

PEG:

PACIFIC EDUCATIONAL GROUP, INC., a California corporation

Name: Luis Versailes

Title: Director, PreK-12 District Partnerships

CLIENT:

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

Name: Jon Campopiano Title: Executive Director, Secondary Education

EXHIBIT A

STATEMENT OF WORK

1. Work Administration.

1. PEG Project Manager/Contact:

Name/Title:	Apelila Peniata, Executive Assistant, PK-12 District Partnerships	
Address:	795 Folsom Street, 1 st Floor, San Francisco, CA 94107	
Phone:	415-934-8012	
E-mail:	apeniata@courageousconversation.com	

2. Client Project Manager/Contact:

Name/Title:	Janet Tsuji, Executive Secretary to Jon Campopiano San Ramon Valley Unified School District		
Address:	699 Old Orchard Drive, Danville, CA 94526		
Phone:	(925) 552-2949 (20949)		
E-mail:	jtsuji@srvusd.net		

2. Description of Deliverables and Services to be Developed and the Specifications.

2.1 Time and Location of the Work March - December, 2019 at location secured by Client

- 2.2 Listing and Description of Deliverables and Services Six-day Culturally Relevant Instructional Coaching series for up to 80 participants. PEG will provide the electronic file for the handouts approximately 1 week prior to each seminar.
- 2.3 Anticipated Individuals Who Will Perform Services Christine Saxman

2.4 Specific Objectives to be Accomplished Developing and accelerating the District's capacity to engage in systemic equity transformation and eliminate racial educational disparities in San Ramon Valley schools.



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT 2018-2020 Equity Professional Development Schedule December 17, 2019

Date	Time Each Day	Anticipated Consultant	Program	Fee
March 28, 2019	8 am to 3 pm	Christine Saxman	CRIC 1	\$6,000
May 9, 2019	8 am to 3 pm	Christine Saxman	CRIC 2	\$6,000
August 29, 2019	8 am to 3 pm	Christine Saxman	CRIC 3	\$6,000
November 1, 2019	8 am to 3 pm	Christine Saxman	CRIC 4	\$6,000
TBD	8 am to 3 pm	Christine Saxman	CRIC 5	\$6,000
TBD	8 am to 3 pm	Christine Saxman	CRIC 6	\$6,000
Total 2	2018-2019 San Ran	non Valley Unified Scho	ol District Equity Seminar Fee	\$36,000

For further information, please contact:

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Luis Versalles COURAGEOUS CONVERSATION™ Director, PreK-12 District Partnerships 612-743-9408 (cell) 612-760-5441 (Minneapolis office) luis@courageousconversation.com

PACIFIC EDUCATIONAL GROUP



THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

January 8, 2019

San Ramon Valley Unified School Distric 699 OLD ORCHARD DR DANVILLE CA 94526 USA DANVILLE CA 94526

Account Information:

Policy Holder Details : PACIFIC EDUCATIONAL GROUP

Contact Us

Business Service Center Business Hours: Monday - Friday (7AM - 7PM Central Standard Time) Phone: (877) 287-1316 Fax: (888) 443-6112 Email: agency.services@thehartford.com Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



Pacific Educational Group, Inc.

San Francisco, CA 94107 415.565.1299 mnarasaki@courageousconversation.com

ESTIMATE

ADDRESS

San Ramon Valley Unified School District

ESTIMATE 170 DATE Thu, Jun 18, 2020

San Ramon Valley Unified School District San Ramon Valley Unified School District -- Thu, Jun 18, 2020

Pacific Educational Group (PEG) will provide the following professional development, coaching, and consulting services to **San Ramon Valley Unified School District** during the **2020-2021** school year for the purpose of developing and accelerating the district's capacity to engage in systemic equity transformation and eliminate racial disparities.

SERVICES

Milestones	BALANCE
Virtual Keynote	\$3,500.00

TOTAL \$3,500.00

We appreciate the opportunity to provide you with this proposal and to explore a racial equity partnership with **San Ramon Valley Unified School District**.

Please call or email me or our Administrative Assistant, Marisa Narasaki, with questions, or if I can assist in any other way.

Beyond Diversity is a pre-requisite for ANY further Professional Development in Courageous Conversation. Please make sure to consider this in your scheduling requests.

If your organization requires the use of Purchase Orders, please include the estimate number from this document

on the PO and email an electronic copy to Adrienne Edmands: aedmands@courageousconversation.com. For any purchase order or invoicing questions, please call Adrienne @ 415.961.0742.