

Hayward Unified School District

Creating a Culture of Success



**Independent
Contractor
Agreement**

Liberated Ethnic Studies Curriculum Consortium

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the **Hayward Unified School District** (DISTRICT) and **the Liberated Ethnic Studies Curriculum Consortium** (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.
2. DISTRICT needs special services and advice as follows:
In support of the HUSD Equity and Anti-Racist policy in part to ensure that we develop and offer courses (i.e. ethnic studies) that provide an opportunity for students to learn about the rich cultural heritage of the students in our district, we will continue to engage with ongoing, researched-based, professional learning and professional development on Ethnic Studies. This will further support our ongoing implementation efforts for our Ethnic Studies Board policy. Doing so promotes respect and understanding among races, supports student success, and teaches critical thinking skills while simultaneously building educator capacity to provide an authentic Ethnic Studies learning experience for our students.
3. CONTRACTOR is specially trained, experienced and competent to provide such services.
THEREFORE, the parties agree as follows:

Terms

1. **Services/Work Product.** CONTRACTOR agrees to provide the following services:
Specialized expertise to 14 hours of direct service to the Ethnic Studies Workgroup including agenda development, workgroup facilitation, and feedback form analysis; and 3 hours of debriefing the LESMCC Summer Institute specifically with the HUSD Ethnic Studies Workgroup with the ability to support and follow up those sessions with personal one-on-one technical assistance. In addition, Liberated Ethnic Studies Model Curriculum Consortium will provide a full day (7 Hours) professional development workshop as an introduction to Ethnic Studies for Middle and High School teachers in HUSD Social Science Departments.
- ☒ EXHIBIT 'A' IS ATTACHED
2. **Term.** CONTRACTOR shall provide services for the period August, 2022 to June, 2023 or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.
3. **Compensation.** DISTRICT shall pay CONTRACTOR total fee of \$35,395.00, a total Not To Exceed \$35,395.00. All billings are payable within thirty (30) days of invoice delivery after each scheduled event.
4. **Completeness of Agreement.** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
5. **Status of Contractor.** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's

Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting. By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

☐ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

☐ are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.
- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school

site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
8. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
9. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
10. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

License Number: N/A and Type: N/A, Issued by N/A.
11. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
12. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.
13. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.
15. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
16. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
17. Governing Law. This Agreement shall be governed by the laws of the State of California.
18. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
19. Notice. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

**Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, CA 94544**

CONTRACTOR

**Liberated Ethnic Studies Curriculum Consortium
Attn: Guadalupe Carrasco Cardona
1130 N Hazard Ave.
Los Angeles, CA 90063**

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

Hayward Unified School District

Sign Here:



Signed By: **Dr. Lisa Davies**

Liberated Ethnic Studies Curriculum Consortium

Sign
Here:



Signed By: **Guadalupe Carrasco Cardona**

Title:	<u>Assistant Superintendent</u>	Title:	<u>President</u>
Dept.:	<u>Educational Services</u>	Date:	<u></u>
Date			
Service			
Requested			
By:	<u>Dr. Candace Coffield, Equity AOSA</u>		


- **ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE SITE ADMINISTRATOR AND THE CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL.**

 - **WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT PURCHASE ORDER.**

 - **AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS.**

 - **IN ADDITION, AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.**

 - **A COMPLETED AND SIGNED W-9 MUST ACCOMPANY THE INDEPENDENT CONTRACTOR AGREEMENT**

By:		<u>07/28/2022</u>
	Chien Wu-Fernandez, Interim Superintendent Authorized HUSD Representative	Date
	<u>07/27/2022</u>	
	HUSD Board Approval Date	



To: Dr. Candace Cofield, AOSA for Equity, Ed Services, Hayward Unified School District

From: Dr. Theresa Montaño & Dr. Tricia Gallagher-Geurtsen, Liberated Ethnic Studies Model Curriculum Consortium (LESMCC)

Title: Introduction to Ethnic Studies Pedagogies

Scope of Work:

Meeting 1: Introduction to Ethnic Studies- (2 hours)

LESMCC Faculty will model Liberated Ethnic Studies pedagogical practices and engage teachers in community-building, introduce the disciplines of ethnic studies, differentiate it from multicultural education and begin visioning for ethnic studies.

****Recommended* Summer Institute- (4 days, July 13-16, half days)***

Teachers participate in an introduction to the disciplines of ethnic studies, including frameworks, principles, and model lessons. Sessions will also engage teachers in activities and pedagogical practices in anti-racist pedagogy, healing practices, identity and positionality.

Meeting 2: Summer Institute Debrief- (2 hours) LESMCC Faculty will debrief and guide teachers in reflection on the topics from the Summer Institute and introduce teachers to elements of ethnic studies curriculum and pedagogy.

Meeting 3: ES Pedagogies - (2 hours) LESMCC Faculty will introduce teachers to Pecha Kucha and facilitate teacher development of their own Pecha Kucha, or critical autoethnography on race and intersectional identities.

Meeting 4 ES Pedagogies: (2 hours) LESMCC Faculty will present two Pecha Kucha (critical autoethnographies) and guide teachers through an activity: *Who will have the moral courage to heal racism in America?* through an ethnic studies framework.

Meeting 5: Pedagogies - (2 hours) LESMCC Faculty will introduce teachers to anti-racist pedagogies and model a 4 Is of Oppression lesson.

Meeting 6: Pedagogies (2 hours) LESMCC Faculty will introduce teachers to ethnic studies pedagogies with a focus on Youth Participatory Action Research.

Timing: Summer 2022-Fall 2023

Commitment:

Module	Timing	Hours	Cost
Meeting 1	TBD	2 hours x 2 people	\$1,920 (Virtual) \$3,870 (In person)
Summer Institute	July 2022	4 half-days	(Virtual) \$75 per teacher \$100 per administrator
Meeting 2	TBD	2 hours x 2 people	\$1,920 (Virtual) \$3,870 (In person)
Meeting 3	TBD	2 hours x 2 people	\$1,920 (Virtual) \$3,870 (In person)
Meeting 4	TBD	2 hours x 2 people	\$1,920 (Virtual) \$3,870 (In person)
Meeting 5	TBD	2 hours x 2 people	\$1,920 (Virtual) \$3,870 (In person)
Meeting 6	TBD	2 hours x 2 people	\$1,920 (Virtual) \$3,870 (In person)
Total			\$11,595 (Virtual) \$23,295(In person) Does not include Summer Institute

Qualifications:

Theresa Montaño, Ed.D., is a professor of Chicana and Chicano Studies at California State University, Northridge (CSUN) with an emphasis on education. She teaches courses on equity and diversity in schools and the Chicana/o child and is an advisor to students enrolled in the master's program. Dr. Montaño has written articles, texts, and a book on such issues as teacher activism, educational injustice, and educating the Latino/a and Chicano/a student. She previously served for six years as an National Education Association board director, president of the National Council for Higher Education, and California Teachers Association vice president. She has also served as president of educational rights organizations, such as the National

Association for Multicultural Education and the California Association of Mexican-American Educators.

Tricia Gallagher-Geurtsen, Ed.D., is a lead author and facilitator of the Liberated Ethnic Studies Model Curriculum. Tricia has coached and supervised teachers in California, New York, and Utah and teaches at CSU Fullerton, UC San Diego and the University of San Diego including multicultural foundations of education, urban education, methods and theory for teaching social studies, global bilingual education, reading, bilingual science, integrated curriculum, English as a Second Language, and multicultural curriculum and teaching. Dr. Gallagher-Geurtsen is Co-Chair of San Diego Unified School District's Ethnic Studies Advisory Committee (2017-present) and an author of the forthcoming University of California A-G Ethnic Studies admissions requirement. Prior to this, Dr. Gallagher-Geurtsen was a bilingual public elementary school teacher and a migrant education teacher in California. She received her doctoral degree in Curriculum and Teaching with an emphasis in Bilingual Education from Columbia University's Teachers College.

Guadalupe Carrasco Cardona

Guadalupe Cardona has been an Ethnic Studies, English, Social Studies and Journalism educator for 22 years and has taught in three states; California, Arizona and Texas. She is dedicated to developing critical curriculum and facilitating a student-centered classroom environment based on mutual respect, critical thinking, and collaboration. She accomplishes this by fusing her classroom instruction with community cultural knowledge and a focus on auto-biographical counter narrative. Guadalupe is the Praxis chair of The Association of Raza Educators (Los Angeles chapter), co-founder of XOCHITL Los Angeles, a member of LAUSD's Ethnic Studies Curriculum Committee, a member of Ethnic Studies Now Coalition's Coordinating Committee, California Teachers Association/Stanford's Instructional Leadership Corps, the co-chair of the 50th Chicano Moratorium Commemoration Committee, and a founding member of the Liberated Ethnic Studies Model Curriculum Coalition. Guadalupe has earned a Bachelor of Arts Degree in Chicana Studies and Latin American Studies from UCLA and a Master of Arts in Curriculum and Instruction, Language and Literacy from ASU. Guadalupe has spent her personal life and career re-membering herself and helps others on their quest for self-identity and the tools for telling their own stories. She continues this work as a doctoral student at CSU Northridge.

Tracie Noriega, Co-lead for the Asian American Pacific Islander Chapter of the Liberated Ethnic Studies Model Curriculum, currently serves the students of San Lorenzo Unified as the Assistant Superintendent of Educational Services. This is her 25th year as an educator having served as a teacher, site administrator, and district office administrator. Tracie also serves as the President of FAEAC (Filipino-American Educators Association of CA) and as the Equity Chair and State Committee representative for ACSA (Association of CA School Administrators) Region 6. Education became the route she chose to take as she was inspired by her high school teachers who supported her as a teen mom struggling to balance motherhood, education. It was Ethnic Studies that helped her to understand her experiences as the daughter of Filipino immigrants living in a predominantly white neighborhood. It was Ethnic Studies that helped her to realize the detrimental relationship patterns she was perpetuating for herself and

her son. Ethnic Studies allowed her to heal. It was Ethnic Studies that then became her core as a future Educator. It is Ethnic Studies and its values that continue to keep her centered as an Educator today and always, as she leads the work of building Ethnic Studies knowledge and opportunities within the districts she leads and others that she may support.

Dr. Allyson Tintiangco-Cubales

Dr. Tintiangco-Cubales is an award-winning full professor in the College of Ethnic Studies at San Francisco State University. Since 2000, she's been teaching in the Asian American Studies Department with a focus on Filipina/x/o (American) Studies. She is also an affiliated faculty member in Educational Leadership. She has mentored hundreds of critical master's and doctoral students who are now teaching and working in schools, colleges, and community organizations across the nation. She is also the co-founder and director of Community Responsive Education (CRE), a national firm that supports the development of responsive, equitable, and justice-driven educators. She is currently providing direct support to schools, districts, and organizations in schools, districts, and organizations in San Francisco, Daly City, Oakland, Santa Cruz, Pajaro Valley, El Rancho, Los Angeles, New York, Allentown, Tucson, Baltimore, and many more. Her most recent endeavor with CRE is the development of a community responsive wellness praxis of change and index. In 2001, she founded Pin@y Educational Partnerships (PEP), a "barangay" that focuses on providing schools with Ethnic Studies courses and curriculum, developing radical educators, and creating resources for Filipina/x/o communities and similarly marginalized people. She has worked with several school districts throughout the nation, including the San Francisco Unified School District, to co-develop Ethnic Studies, Social Justice, and Filipino Language curriculum. She is the author of four books of curriculum and numerous articles focused on the applications of critical pedagogy, Ethnic Studies curriculum, Motherscholarship, and Pinayism.

Artnelson Concordia

Artnelson was born and raised in the Echo Park neighborhood of Los Angeles. The son of working-class, Filipino immigrants, Artnelson earned BAs in Political Science and History at the University of California, Los Angeles. Artnelson is a long-time educator who got his start in San Francisco and was a founding teacher of the SFUSD Ethnic Studies program that was the focus of a 2014 Stanford study that highlighted the academic benefits of the district's 9th grade ethnic studies course. Currently, he coordinates Santa Barbara Unified School District's (SBUSD) ethnic studies program where he develops curriculum, facilitates professional development, and is involved with the district wide roll-out of K-12 Ethnic Studies.. He is the father of four brown boys and is in cahoots with his wife to raise them to have deep knowledge & love of self / community, as well as to be active disrupters of the white supremacist, patriarchal, hetero-normative, imperialist hegemony. This Fall marks the beginning of his 23rd year in education. As a community scholar, his research focuses on sacred purpose; youth development; Indigenous pedagogy; critical pedagogy; transformational healing frameworks; educator ideological clarity and praxis; and ethnic studies.

Dr. Ndindi Kitonga

Dr. Ndindi Kitonga is Co-Lead of the LESMC Black Studies chapter, Co-Founder of the Angeles Workshop, a unique place of hands-on learning and creative community interaction for inquisitive teens and a progressive Private School Satellite Program for grades 6-12 located in the Palms neighborhood of West Los Angeles. She is professor at the Longy School of Music of Bard College, Master of Arts in Teaching (MAT) in Music program. She was a science educator at STAR Education and adjunct faculty at Chapman University. She earned her Masters in Education at Biola University and her PhD in Education at Chapman University. She also volunteers at Safe Place for Youth that serves homeless youth and youth at risk of becoming homeless.

Dr. Taunya Jaco

Dr. Taunya Jaco is a Lead for the LESMC Black Studies chapter and is a 6th grade ELA/Social Studies teacher, serves as a member of the National Education Association (NEA) Board of Directors, Secretary for the NAE Black Caucus, and Chair of the Civil Rights in Education Committee for the California Teacher Association's (CTA) State Council. She received her doctorate of education at San Jose State University, where she conducted a qualitative study of the implementation of Ethnic Studies in California K-12 schools and the impact of its implementation on teacher preparation programs.

Dr. Ricardo Medina

Ricardo Medina, Ph.D., is an educator who has taught at the elementary, middle school, high school, community college, and university level. He has worked within numerous roles as a teacher, dean of students, resource teacher, restorative justice facilitator, academic advisor, program lead, lecturer, and professor of practice. For most of his career, he has worked with adolescent students creating and facilitating rich classroom experiences rooted in ethnic studies. Ricardo Medina is currently an ethnic studies resource teacher in San Diego Unified School.

Dr. Samia Shoman

A California native with Palestinian roots, Samia Shoman has dedicated her career in public education to promoting racial and social justice in the classroom and broader educational organizations she has worked in. She is currently part of a California collaborative leading a Liberated Ethnic Studies Model Curriculum Coalition. As a long time high school social science teacher, with a special love for working with English Learners, her current passion is leading an alternative Newcomer Program and the implementation of Ethnic Studies for all ninth graders in her district. Samia currently serves as the Manager of English Learner & Academic Support Programs for the San Mateo Union High School District. She is also the co-coordinator of the Middle East Children Alliance's Teach Palestine project. In addition to her secondary school work, Samia served as a lecturer in the College of Ethnic Studies Arab and Muslim Ethnicities and Diaspora Program and the Masters of Public Health Program at San Francisco State University. Samia holds a B.A in Political Science with a minor in Spanish from UC Davis, an M.A. in Education from San Francisco State University, and an Ed.D with a focus on Organization and Leadership from the University of San Francisco. When she isn't working with

students, their families, or teachers and administrators, Samia is running or reading, sharing in being a proud parent of boy/girl twins, Falestine and Jihad with her husband.

Dr. Guillermo Gómez

Guillermo Gómez, Ph.D., lead author and facilitator of the Liberated Ethnic Studies Model Curriculum (LESMC) is an Ethnic Studies lead educator for the San Diego Unified School District and an adjunct professor in the Dual Language and English Learner Education Department at San Diego State University. Guillermo also serves as the co-chair of the Ethnic Studies Advisory Committee (ESAC) for SDUSD. He has taught for 25 years in public schools in Elementary, Secondary and Master level courses. He earned a Ph.D. in Social Justice In Education from the Claremont Graduate University and SDSU Joint Doctoral Program. He also holds a M.A. in Latin American Studies and a B.A. in Liberal Studies from San Diego State University. His pedagogy and research focus on Ethnic Studies, Social Justice, Biliteracy, and Intercultural relations in public education from K-12 to Teacher Education. He is a San Diego County Teacher of the Year and a recipient of the California Teachers Association 2020 Human Rights Award for his contribution to the California Department of Education Ethnic Studies Model Curriculum and the Ethnic Studies Program for the San Diego Unified School District.

Eunice Ho

As a graduate of the UCSD Ethnic Studies undergraduate program and the UCLA TEP Ethnic Studies cohort, Eunice is a history teacher who practices humanizing, healing-centered, praxis-driven, and place-based critical pedagogy. She is also a graphic designer who seeks to use her skills to support grassroots organizing, magnify data-driven research around inequity, and uplift youth voices. She honors those who came before her (namely her great-grandfather who militantly fought colonization and ethnic-cleansing/political censorship in Taiwan) and in her free time, enjoys caring for her houseplants, reading, rock climbing, and watching TV shows.

Mary Levi is Lead of the American Indian/Native American Studies chapter and a 4th grade teacher at Sycamore Elementary. The recipient of the American Indian/Alaska Native Human Rights Award in Honor of Jim Clark and a member of the Upland Teachers Association, Levi is an active voice for American Indian/Alaska. Mary is a Native (AI/AN) education issues on the local, state and national levels. Her passion has always been in educating others on Native American culture and language, and society's effects on Native students. As chair of CTA's AI/AN Caucus, she connected with the California Native community to support legislative efforts to secure credentials for tribal members to teach their language, and to introduce curriculum change regarding California Native history for all grades. Levi has advised CTA State Council on topics of mascots, stereotyping and California history, including *Alice Piper v. Big Pine* and the Relocation Act of 1973. She serves on CTA's Ethnic Minority Affairs Committee, is chair of the NEA AI/AN caucus, and is also helping other state associations develop their own AI/AN caucuses. Her connections with other Native communities, such as the Chumash Tribe, were made in order to mobilize support for legislative efforts to secure native language credentials to tribal members who could teach their language. On the national level, Levi also chairs the National Education Association American Indian/Alaska Native Caucus.

Tracia Noriega

Tracie Noriega, Co-lead for the Asian American Pacific Islander Chapter of the Liberated Ethnic Studies Model Curriculum, currently serves the students of San Lorenzo Unified as the Assistant Superintendent of Educational Services. This is her 25th year as an Educator having served as a teacher, site administrator, and district office administrator. Tracie also serves as the President of FAEAC (Filipino-American Educators Association of CA) and as the Equity Chair and State Committee representative for ACSA (Association of CA School Administrators) Region 6. Education became the route she chose to take as she was inspired by her high school teachers who supported her as a teen mom struggling to balance motherhood, education. It was Ethnic Studies that helped her to understand her experiences as the daughter of Filipino immigrants living in a predominantly white neighborhood. It was Ethnic Studies that helped her to realize the detrimental relationship patterns she was perpetuating for herself and her son. Ethnic Studies allowed her to heal. It was Ethnic Studies that then became her core as a future Educator. It is Ethnic Studies and its values that continue to keep her centered as an Educator today and always, as she leads the work of building Ethnic Studies knowledge and opportunities within the districts she leads and others that she may support.

Dr. Sean Arce

Sean Arce, Ph.D., co-founder and former director of the nationally renowned and now banned K-12 Mexican American Studies Department in Tucson, Arizona. Arce, his daughter Maya Arce, and his colleagues served as plaintiffs to successfully challenge Arizona's anti-Ethnic Studies law in a 7-year legal struggle and precedent setting case in the U.S. Federal Courts, which made its way to the Ninth Circuit Court of Appeals. Arce received the first Myles Horton Award for Teaching People's History from the Zinn Education Project (ZEP) in 2012. His work has been highlighted on *PBS*, *Democracy Now!* and *National Public Radio*. As an activist Ethnic Studies/Chicanx Studies urban educator who has worked in public schools for over 20 years, Arce believes that what makes his colleagues and himself effective is the implementation and continuous development of a "Barrio Pedagogy." Within this innovative and transformative pedagogy, indigenous epistemologies and decolonial frameworks are utilized where students and teachers in collaboration co-construct an educational experience that nurtures an academic identity and the development of strong cultural identities. Arce is currently teaching high school Ethnic Studies in South Central Los Angeles in the Los Angeles Unified School District, teaches Chicanx-Latinx Studies at CSU - Long Beach, is an Ethnic Studies consultant for the Xicanx Institute for Teaching and Organizing (XITO) and the Acosta Educational Partnership (AEP), and is a member/collaborator with the Association of Raza Educators (ARE) - Los Angeles. Arce earned his B.A. in Mexican American Studies from the University of Arizona, his M.Ed. in Educational Leadership from Northern Arizona University, and his Ph.D. in Language, Reading and Culture from the University of Arizona.



To: Dr. Candace Cofield, AOSA for Equity, Ed Services, Hayward Unified School District

From: Dr. Theresa Montaño & Dr. Tricia Gallagher-Geurtsen, Liberated Ethnic Studies Model Curriculum Consortium (LESMCC)

Title: Introduction to Ethnic Studies Pedagogies

Scope of Work:

Introduction to Ethnic Studies for Middle and High School- (7 hours)

Land Acknowledgement: Why do we do a land acknowledgement

Ancestor Acknowledgement

Cultural energizer: My power and privilege

What is ethnic studies?

Intersectionality

Ethnic studies vs. multicultural education

Model Lesson from Chicanx/ Latinx Studies

Lunch

ABCD entryway into Ethnic Studies

Model Lesson from Native American Studies

Model Lesson from Black Studies

Closure: How will you infuse Ethnic Studies?

Timing: August 15, 2022 8:30-3:30 with 1 hour lunch break

Commitment:

Module	Timing	Hours	Cost

Intro to ES for Middle and High School -All Day PD	August 15, 2022 8:30-3:30	7 hours x 5 faculty	\$16,800 (Virtual) \$16,800(In person)
Travel & Lodging	August 14-15, 2022	Travel, lodging, meals	\$7,000
Total			\$16,800 (Virtual) \$ 21,800 (In person)

Contract Vendor Contact

Guadalupe Carrasco Cardona	President
Name	Title
1130 N Hazard Ave.	Los Angeles, CA 90063
Mailing/Notice Address	City, State, Zip
1130 N Hazard Ave.	Los Angeles, CA 90063
Physical Address	City, State, Zip
323-490-9575	liberatedethnicstudies@gmail.com
Telephone	Email

Qualifications:

Theresa Montaña, Ed.D., is a professor of Chicana and Chicano Studies at California State University, Northridge (CSUN) with an emphasis on education. She teaches courses on equity and diversity in schools and the Chicana/o child and is an advisor to students enrolled in the master's program. Dr. Montaña has written articles, texts, and a book on such issues as teacher activism, educational injustice, and educating the Latino/a and Chicano/a student. She previously served for six years as an National Education Association board director, president of the National Council for Higher Education, and California Teachers Association vice president. She has also served as president of educational rights organizations, such as the National Association for Multicultural Education and the California Association of Mexican-American Educators.

Tricia Gallagher-Geurtsen, Ed.D., is a lead author and facilitator of the Liberated Ethnic Studies Model Curriculum. Tricia has coached and supervised teachers in California, New York, and Utah and teaches at CSU Fullerton, UC San Diego and the University of San Diego including multicultural foundations of education, urban education, methods and theory for teaching social studies, global bilingual education, reading, bilingual science, integrated curriculum, English as a Second Language, and multicultural curriculum and teaching. Dr. Gallagher-Geurtsen is Co-Chair of San Diego Unified School District's Ethnic Studies Advisory

Committee (2017-present) and an author of the forthcoming University of California A-G Ethnic Studies admissions requirement. Prior to this, Dr. Gallagher-Geurtsen was a bilingual public elementary school teacher and a migrant education teacher in California. She received her doctoral degree in Curriculum and Teaching with an emphasis in Bilingual Education from Columbia University's Teachers College.

Guadalupe Carrasco Cardona

Guadalupe Cardona has been an Ethnic Studies, English, Social Studies and Journalism educator for 22 years and has taught in three states; California, Arizona and Texas. She is dedicated to developing critical curriculum and facilitating a student-centered classroom environment based on mutual respect, critical thinking, and collaboration. She accomplishes this by fusing her classroom instruction with community cultural knowledge and a focus on auto-biographical counter narrative. Guadalupe is the Praxis chair of The Association of Raza Educators (Los Angeles chapter), co-founder of XOCHITL Los Angeles, a member of LAUSD's Ethnic Studies Curriculum Committee, a member of Ethnic Studies Now Coalition's Coordinating Committee, California Teachers Association/Stanford's Instructional Leadership Corps, the co-chair of the 50th Chicano Moratorium Commemoration Committee, and a founding member of the Liberated Ethnic Studies Model Curriculum Coalition. Guadalupe has earned a Bachelor of Arts Degree in Chicanx Studies and Latin American Studies from UCLA and a Master of Arts in Curriculum and Instruction, Language and Literacy from ASU. Guadalupe has spent her personal life and career re-membering herself and helps others on their quest for self-identity and the tools for telling their own stories. She continues this work as a doctoral student at CSU Northridge.

Tracie Noriega, Co-lead for the Asian American Pacific Islander Chapter of the Liberated Ethnic Studies Model Curriculum, currently serves the students of San Lorenzo Unified as the Assistant Superintendent of Educational Services. This is her 25th year as an educator having served as a teacher, site administrator, and district office administrator. Tracie also serves as the President of FAEAC (Filipino-American Educators Association of CA) and as the Equity Chair and State Committee representative for ACSA (Association of CA School Administrators) Region 6. Education became the route she chose to take as she was inspired by her high school teachers who supported her as a teen mom struggling to balance motherhood, education. It was Ethnic Studies that helped her to understand her experiences as the daughter of Filipino immigrants living in a predominantly white neighborhood. It was Ethnic Studies that helped her to realize the detrimental relationship patterns she was perpetuating for herself and her son. Ethnic Studies allowed her to heal. It was Ethnic Studies that then became her core as a future Educator. It is Ethnic Studies and its values that continue to keep her centered as an Educator today and always, as she leads the work of building Ethnic Studies knowledge and opportunities within the districts she leads and others that she may support.

Dr. Allyson Tintiangco-Cubales

Dr. Tintiangco-Cubales is an award-winning full professor in the College of Ethnic Studies at San Francisco State University. Since 2000, she's been teaching in the Asian American Studies Department with a focus on Filipina/x/o (American) Studies. She is also an affiliated faculty

member in Educational Leadership. She has mentored hundreds of critical master's and doctoral students who are now teaching and working in schools, colleges, and community organizations across the nation. She is also the co-founder and director of Community Responsive Education (CRE), a national firm that supports the development of responsive, equitable, and justice-driven educators. She is currently providing direct support to schools, districts, and organizations in schools, districts, and organizations in San Francisco, Daly City, Oakland, Santa Cruz, Pajaro Valley, El Rancho, Los Angeles, New York, Allentown, Tucson, Baltimore, and many more. Her most recent endeavor with CRE is the development of a community responsive wellness praxis of change and index. In 2001, she founded Pin@y Educational Partnerships (PEP), a "barangay" that focuses on providing schools with Ethnic Studies courses and curriculum, developing radical educators, and creating resources for Filipina/x/o communities and similarly marginalized people. She has worked with several school districts throughout the nation, including the San Francisco Unified School District, to co-develop Ethnic Studies, Social Justice, and Filipino Language curriculum. She is the author of four books of curriculum and numerous articles focused on the applications of critical pedagogy, Ethnic Studies curriculum, Motherscholarship, and Pinayism.

Artnelson Concordia

Artnelson was born and raised in the Echo Park neighborhood of Los Angeles. The son of working-class, Filipino immigrants, Artnelson earned BAs in Political Science and History at the University of California, Los Angeles. Artnelson is a long-time educator who got his start in San Francisco and was a founding teacher of the SFUSD Ethnic Studies program that was the focus of a 2014 Stanford study that highlighted the academic benefits of the district's 9th grade ethnic studies course. Currently, he coordinates Santa Barbara Unified School District's (SBUSD) ethnic studies program where he develops curriculum, facilitates professional development, and is involved with the district wide roll-out of K-12 Ethnic Studies.. He is the father of four brown boys and is in cahoots with his wife to raise them to have deep knowledge & love of self / community, as well as to be active disrupters of the white supremacist, patriarchal, hetero-normative, imperialist hegemony. This Fall marks the beginning of his 23rd year in education. As a community scholar, his research focuses on sacred purpose; youth development; Indigenous pedagogy; critical pedagogy; transformational healing frameworks; educator ideological clarity and praxis; and ethnic studies.

Dr. Ndindi Kitonga

Dr. Ndindi Kitonga is Co-Lead of the LESMC Black Studies chapter, Co-Founder of the Angeles Workshop, a unique place of hands-on learning and creative community interaction for inquisitive teens and a progressive Private School Satellite Program for grades 6-12 located in the Palms neighborhood of West Los Angeles. She is professor at the Longy School of Music of Bard College, Master of Arts in Teaching (MAT) in Music program. She was a science educator at STAR Education and adjunct faculty at Chapman University. She earned her Masters in Education at Biola University and her PhD in Education at Chapman University. She also volunteers at Safe Place for Youth that serves homeless youth and youth at risk of becoming homeless.

Dr. Taunya Jaco

Dr. Taunya Jaco is a Lead for the LESMC Black Studies chapter and is a 6th grade ELA/Social Studies teacher, serves as a member of the National Education Association (NEA) Board of Directors, Secretary for the NAE Black Caucus, and Chair of the Civil Rights in Education Committee for the California Teacher Association's (CTA) State Council. She received her doctorate of education at San Jose State University, where she conducted a qualitative study of the implementation of Ethnic Studies in California K-12 schools and the impact of its implementation on teacher preparation programs.

Dr. Ricardo Medina

Ricardo Medina, Ph.D., is an educator who has taught at the elementary, middle school, high school, community college, and university level. He has worked within numerous roles as a teacher, dean of students, resource teacher, restorative justice facilitator, academic advisor, program lead, lecturer, and professor of practice. For most of his career, he has worked with adolescent students creating and facilitating rich classroom experiences rooted in ethnic studies. Ricardo Medina is currently an ethnic studies resource teacher in San Diego Unified School.

Dr. Samia Shoman

A California native with Palestinian roots, Samia Shoman has dedicated her career in public education to promoting racial and social justice in the classroom and broader educational organizations she has worked in. She is currently part of a California collaborative leading a Liberated Ethnic Studies Model Curriculum Coalition. As a long time high school social science teacher, with a special love for working with English Learners, her current passion is leading an alternative Newcomer Program and the implementation of Ethnic Studies for all ninth graders in her district. Samia currently serves as the Manager of English Learner & Academic Support Programs for the San Mateo Union High School District. She is also the co-coordinator of the Middle East Children Alliance's Teach Palestine project. In addition to her secondary school work, Samia served as a lecturer in the College of Ethnic Studies Arab and Muslim Ethnicities and Diaspora Program and the Masters of Public Health Program at San Francisco State University. Samia holds a B.A in Political Science with a minor in Spanish from UC Davis, an M.A. in Education from San Francisco State University, and an Ed.D with a focus on Organization and Leadership from the University of San Francisco. When she isn't working with students, their families, or teachers and administrators, Samia is running or reading, sharing in being a proud parent of boy/girl twins, Falestine and Jihad with her husband.

Dr. Guillermo Gómez

Guillermo Gómez, Ph.D., lead author and facilitator of the Liberated Ethnic Studies Model Curriculum (LESMC) is an Ethnic Studies lead educator for the San Diego Unified School District and an adjunct professor in the Dual Language and English Learner Education Department at San Diego State University. Guillermo also serves as the co-chair of the Ethnic Studies Advisory Committee (ESAC) for SDUSD. He has taught for 25 years in public schools in Elementary, Secondary and Master level courses. He earned a Ph.D. in Social Justice In Education from the Claremont Graduate University and SDSU Joint Doctoral Program. He also

holds a M.A. in Latin American Studies and a B.A. in Liberal Studies from San Diego State University. His pedagogy and research focus on Ethnic Studies, Social Justice, Biliteracy, and Intercultural relations in public education from K-12 to Teacher Education. He is a San Diego County Teacher of the Year and a recipient of the California Teachers Association 2020 Human Rights Award for his contribution to the California Department of Education Ethnic Studies Model Curriculum and the Ethnic Studies Program for the San Diego Unified School District.

Eunice Ho

As a graduate of the UCSD Ethnic Studies undergraduate program and the UCLA TEP Ethnic Studies cohort, Eunice is a history teacher who practices humanizing, healing-centered, praxis-driven, and place-based critical pedagogy. She is also a graphic designer who seeks to use her skills to support grassroots organizing, magnify data-driven research around inequity, and uplift youth voices. She honors those who came before her (namely her great-grandfather who militantly fought colonization and ethnic-cleansing/political censorship in Taiwan) and in her free time, enjoys caring for her houseplants, reading, rock climbing, and watching TV shows.

Mary Levi is Lead of the American Indian/Native American Studies chapter and a 4th grade teacher at Sycamore Elementary. The recipient of the American Indian/Alaska Native Human Rights Award in Honor of Jim Clark and a member of the Upland Teachers Association, Levi is an active voice for American Indian/Alaska. Mary is a Native (AI/AN) education issues on the local, state and national levels. Her passion has always been in educating others on Native American culture and language, and society's effects on Native students. As chair of CTA's AI/AN Caucus, she connected with the California Native community to support legislative efforts to secure credentials for tribal members to teach their language, and to introduce curriculum change regarding California Native history for all grades. Levi has advised CTA State Council on topics of mascots, stereotyping and California history, including *Alice Piper v. Big Pine* and the Relocation Act of 1973. She serves on CTA's Ethnic Minority Affairs Committee, is chair of the NEA AI/AN caucus, and is also helping other state associations develop their own AI/AN caucuses. Her connections with other Native communities, such as the Chumash Tribe, were made in order to mobilize support for legislative efforts to secure native language credentials to tribal members who could teach their language. On the national level, Levi also chairs the National Education Association American Indian/Alaska Native Caucus.

Tracia Noriega

Tracie Noriega, Co-lead for the Asian American Pacific Islander Chapter of the Liberated Ethnic Studies Model Curriculum, currently serves the students of San Lorenzo Unified as the Assistant Superintendent of Educational Services. This is her 25th year as an Educator having served as a teacher, site administrator, and district office administrator. Tracie also serves as the President of FAEAC (Filipino-American Educators Association of CA) and as the Equity Chair and State Committee representative for ACSA (Association of CA School Administrators) Region 6. Education became the route she chose to take as she was inspired by her high school teachers who supported her as a teen mom struggling to balance motherhood,

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Dr. Sean Arce

Sean Arce, Ph.D., co-founder and former director of the nationally renowned and now banned K-12 Mexican American Studies Department in Tucson, Arizona. Arce, his daughter Maya Arce, and his colleagues served as plaintiffs to successfully challenge Arizona's anti-Ethnic Studies law in a 7-year legal struggle and precedent setting case in the U.S. Federal Courts, which made its way to the Ninth Circuit Court of Appeals. Arce received the first Myles Horton Award for Teaching People's History from the Zinn Education Project (ZEP) in 2012. His work has been highlighted on *PBS*, *Democracy Now!* and *National Public Radio*. As an activist Ethnic Studies/Chicanx Studies urban educator who has worked in public schools for over 20 years, Arce believes that what makes his colleagues and himself effective is the implementation and continuous development of a "Barrio Pedagogy." Within this innovative and transformative pedagogy, indigenous epistemologies and decolonial frameworks are utilized where students and teachers in collaboration co-construct an educational experience that nurtures an academic identity and the development of strong cultural identities. Arce is currently teaching high school Ethnic Studies in South Central Los Angeles in the Los Angeles Unified School District, teaches Chicanx-Latinx Studies at CSU - Long Beach, is an Ethnic Studies consultant for the Xicanx Institute for Teaching and Organizing (XITO) and the Acosta Educational Partnership (AEP), and is a member/collaborator with the Association of Raza Educators (ARE) - Los Angeles. Arce earned his B.A. in Mexican American Studies from the University of Arizona, his M.Ed. in Educational Leadership from Northern Arizona University, and his Ph.D. in Language, Reading and Culture from the University of Arizona.



**Independent
Contractor
Agreement**

Liberated Ethnic Studies Curriculum Consortium

Professional Learning & Consulting



HAYWARD UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective **August 15, 2023** (the “Effective Date”), by and between the Hayward Unified School District (“District”) and **Liberated Ethnic Studies Curriculum Consortium (LESCC)** (“Contractor” and together with District, the “Parties”).

Recitals

DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced, and competent to perform such services.

DISTRICT needs special services and advice as follows:

In support of the HUSD Equity and Anti-Racist policy in part to ensure that we develop and offer courses (i.e. ethnic studies) that provide an opportunity for students to learn about the rich cultural heritage of the students in our district, we will continue to engage with ongoing, researched-based, professional learning and professional development on Ethnic Studies. This will further support our ongoing implementation efforts for our Ethnic Studies Board policy. Doing so promotes respect and understanding among races, supports student success, and teaches critical thinking skills while simultaneously building educator capacity to provide an authentic Ethnic Studies learning experience for our students and support the development of curriculum.

CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product. CONTRACTOR agrees to provide the following services:

Specialized expertise for a full day (7 Hours) professional development workshop as an introduction to Ethnic Studies for Middle and High School teachers in HUSD Social Science Departments as well as follow up professional development (9) monthly sessions for interested HUSD educators looking to build Ethnic Studies pedagogical capacity, curriculum, lessons, and supplemental resources; and (44) hours of targeted curriculum design embedding local Hayward history into an Ethnic Studies US History student reader designed to compliment the expansion of the district Ethnic Studies program as well as implementation of the HUSD Ethnic Studies policy.

X SEE EXHIBIT ‘A’ (If this box is checked, Exhibit A must be attached)

2. Term. CONTRACTOR shall provide services for the period **August 01, 2023 to June 1, 2024** or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.

3. Compensation. DISTRICT shall pay CONTRACTOR - select and provide agreed upon compensation:

a. a total fee up to, Not to Exceed \$91,830.00

4. Payment. Terms are net thirty (30) days of receipt of invoice and after services have been provided. Submit invoices to Accounts Payable, PO Box 5000, Hayward, CA 94540-5000. Invoices must reference District Purchase Order number. Payment
5. Completeness of Agreement. This Agreement constitutes the entire understanding of the parties and any changes shall be in writing on the District Amendment form, signed by both parties.
6. Status of Contractor. This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.
7. Fingerprinting. By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

☐ **are** subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

☒ **are not** subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any

- employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.
- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
8. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
9. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
10. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
11. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

License Number: N/A

12. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
13. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex,

marital status, medical condition, or physical handicap.

14. Alignment with District Values. The Hayward Unified School District (HUSD) and its Governing Board are committed to fostering equity, inclusion, and acceptance of all of our students and staff. We reject discrimination and are dedicated to achieving and fostering diversity and tolerance in our staff, our school population, and in our curriculum. We are also committed to ensuring that these values are essential principles integrated into all District policies, programs, operations, and practices. It is our mission to promote social equity, which includes a supply base reflecting the diverse students, employees, and the rich variety and diversity of families and communities we serve.

As we strive to lead as an ethical role model in the community, we encourage our vendors to join us in our mission of eliminating discrimination in all forms by supporting and sharing our core values. We wish to partner with vendors and contractors who share these values, and stand with us in our mission of inclusion and acceptance.

It is the intention of the Hayward Unified School District that in connection with all work performed, materials purchased or supplies provided for the Hayward Unified School District Community, the HUSD and its Vendor partners will jointly work to ensure that: No person shall be excluded from participation in or denied the benefits of any HUSD program or activity on the basis of sex, sexual orientation, gender, gender identity, gender expression, genetic information, age, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in any program or activity conducted by the HUSD. HUSD vendor partners agree to comply with Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require compliance by any sub-vendors employed on district projects.

15. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

16. Copyright. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.
17. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

19. Governing Law. This Agreement shall be governed by the laws of the State of California.
20. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
21. Notice. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT


CONTRACTOR

**Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, CA 94544**


**Liberated Ethnic Studies Curriculum Consortium
Attn: Guadalupe Carrasco Cardona
1130 N Hazard Avenue
Los Angeles, CA 90063**

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

Hayward Unified School District

Sign
Here: 
Signed
By: **Dr. Lisa Davies**
Title: **Assistant Superintendent**
Date: 06/15/2023

Liberated Ethnic Studies Curriculum Consortium

Sign
Here: 
Signed
By: **Guadalupe Carrasco Cardona**
Title: **President**
Date: 5/24/23

School/Dept. **Educational Services**
Service Requested by:
Site Administrator **Dr. Candace Cofield**

Independent Contractor Agreements over \$5,000 must be approved by the School Board prior to commencing any work *and* must be counter signed by the Superintendent or an Assistant Superintendent.

By:  06/14/2023

Board Award Date



LIBERATED ETHNIC STUDIES

MODEL CURRICULUM CONSORTIUM

To: Dr. Candace Cofield, AOSA for Equity, Ed Services, Hayward Unified School District

From: Dr. Theresa Montaño & Dr. Tricia Gallagher-Geurtsen, Liberated Ethnic Studies Model Curriculum Consortium (LESMCC)

Title: Introduction to Ethnic Studies Pedagogies

Scope of Work:

***Recommended* Summer Institute July 29-30 @ Sac State- (2 days, in person)**

Embedding Local History in US Ethnic Studies Course Series

- *Local History Study and Curriculum Development Day (7 hours, in person, 4 faculty-August)*
- *Follow-up to Local History Curriculum Development (4 hours, in person, 2 faculty-Fall)*
- *Collaborative course implementation planning development day, including choosing and developing a common assessment of capstone project (7 hours, 2 faculty, in person - Dec 18th)*
- *Spring course development check-in (4 hours, 2 faculty, virtual)*
- *Consultation and development of course texts and a local history reader (20 hours, 2 faculty)*

Meeting 1: Introduction to Ethnic Studies for Social Science Teachers- (3 hours, in person)

LESMCC Faculty will model Liberated Ethnic Studies pedagogical practices and engage teachers in community-building, introduce the disciplines of ethnic studies, differentiate it from multicultural education and provide community-responsive model syllabi.

Meetings 2-7: Thematic Ethnic Studies Development- (2 hours, remote)

LESMCC Faculty will work with ethnic studies teams to provide model curriculum and theory based on needs.

Meetings 8-15: Ethnic Studies for the Elementary Classroom - (2 hours, remote) LESMCC

Faculty will work with the elementary ethnic studies team to develop literature-based and content-specific ethnic studies curriculum and pedagogy monthly, highlighting a lesson element each month: (intro session, land acknowledgement, ancestor acknowledgement, cultural energizer, community cultural wealth, critical concepts, community collaboration, conclusive dialogue, and assessment.)

Additional Curriculum Review - Liberated faculty will review and provide feedback on courses and units of study, in particular, a *US History Course and elementary units of study* as needed.

Community Listening Sessions - Liberated faculty will help to design and host/facilitate community listening sessions to collect feedback on the curriculum in development.

Timing: July 2023-July 2024

Commitment:

Module	Timing	Hours	Cost
Summer Institute	July 29-30 2023	2 days	\$300 per person
<i>Embedding Local History in US Ethnic Studies Course Series</i>	August Fall Dec. 18 Spring TBD	7 hours x 4 faculty 4 hours x 2 faculty 7 hours x 2 faculty 4 hours x 2 faculty 20 hours x 2 faculty	\$17,200 in person \$6,250 in person \$9,100 in person \$3,840 virtual \$19,200 virtual
Meeting 1	TBD	3 hours x 4 faculty	\$9,360 (in person)
Meetings 2-7 (6 meetings)	TBD	2 hours x 2 faculty	\$11,520 (virtual)
Meetings 8-15 (8 meetings)	Monthly, September-May	2 hours x 2 faculty	\$15,360(virtual)
Course Feedback and Revision Sessions	as requested	2 hour x 3 meetings per course x 1 faculty (virtual)	\$2,880 (per course)
Elementary Unit Feedback and Revision Sessions	as requested	1 hour x 3 meetings per unit x 1 faculty (virtual)	\$1,440 (per unit)
Community Listening Session	as requested	1 x 4 hours x 4 faculty (in person)	\$7,680 (per session)

Total			\$91,830* *Does not include Summer Institute, Feedback & Review Sessions, or Community Listening Sessions
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Qualifications:

Theresa Montañó, Ed.D., is a professor of Chicana and Chicano Studies at California State University, Northridge (CSUN) with an emphasis on education. She teaches courses on equity and diversity in schools and the Chicana/o child and is an advisor to students enrolled in the master's program. Dr. Montañó has written articles, texts, and a book on such issues as teacher activism, educational injustice, and educating the Latino/a and Chicano/a student. She previously served for six years as an National Education Association board director, president of the National Council for Higher Education, and California Teachers Association vice president. She has also served as president of educational rights organizations, such as the National Association for Multicultural Education and the California Association of Mexican-American Educators.

Tricia Gallagher-Geurtsen, Ed.D., is a lead author and facilitator of the Liberated Ethnic Studies Model Curriculum. Tricia has coached and supervised teachers in California, New York, and Utah and teaches at CSU Fullerton, UC San Diego and the University of San Diego including multicultural foundations of education, urban education, methods and theory for teaching social studies, global bilingual education, reading, bilingual science, integrated curriculum, English as a Second Language, and multicultural curriculum and teaching. Dr. Gallagher-Geurtsen is Co-Chair of San Diego Unified School District's Ethnic Studies Advisory Committee (2017-present) and an author of the forthcoming University of California A-G Ethnic Studies admissions requirement. Prior to this, Dr. Gallagher-Geurtsen was a bilingual public elementary school teacher and a migrant education teacher in California. She received her doctoral degree in Curriculum and Teaching with an emphasis in Bilingual Education from Columbia University's Teachers College.

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Guadalupe Cardona has been an Ethnic Studies, English, Social Studies and Journalism educator for 22 years and has taught in three states; California, Arizona and Texas. She is dedicated to developing critical curriculum and facilitating a student-centered classroom environment based on mutual respect, critical thinking, and collaboration. She accomplishes this by fusing her classroom instruction with community cultural knowledge and a focus on auto-biographical counter narrative. Guadalupe is the Praxis chair of The Association of Raza Educators (Los Angeles chapter), co-founder of XOCHITL Los Angeles, a member of LAUSD's Ethnic Studies Curriculum Committee, a member of Ethnic Studies Now Coalition's Coordinating Committee, California Teachers Association/Stanford's Instructional Leadership Corps, the co-chair of the 50th Chicano Moratorium Commemoration Committee, and a founding member of the Liberated Ethnic Studies Model Curriculum Coalition. Guadalupe has earned a Bachelor of Arts Degree in Chicana Studies and Latin American Studies from UCLA and a Master of Arts

in Curriculum and Instruction, Language and Literacy from ASU. Guadalupe has spent her personal life and career re-membering herself and helps others on their quest for self-identity and the tools for telling their own stories. She continues this work as a doctoral student at CSU Northridge.

Tracie Noriega, Co-lead for the Asian American Pacific Islander Chapter of the Liberated Ethnic Studies Model Curriculum, currently serves the students of San Lorenzo Unified as the Assistant Superintendent of Educational Services. This is her 25th year as an educator having served as a teacher, site administrator, and district office administrator. Tracie also serves as the President of FAEAC (Filipino-American Educators Association of CA) and as the Equity Chair and State Committee representative for ACSA (Association of CA School Administrators) Region 6. Education became the route she chose to take as she was inspired by her high school teachers who supported her as a teen mom struggling to balance motherhood, education. It was Ethnic Studies that helped her to understand her experiences as the daughter of Filipino immigrants living in a predominantly white neighborhood. It was Ethnic Studies that helped her to realize the detrimental relationship patterns she was perpetuating for herself and her son. Ethnic Studies allowed her to heal. It was Ethnic Studies that then became her core as a future Educator. It is Ethnic Studies and its values that continue to keep her centered as an Educator today and always, as she leads the work of building Ethnic Studies knowledge and opportunities within the districts she leads and others that she may support.

Dr. Allyson Tintiangco-Cubales

Dr. Tintiangco-Cubales is an award-winning full professor in the College of Ethnic Studies at San Francisco State University. Since 2000, she's been teaching in the Asian American Studies Department with a focus on Filipina/x/o (American) Studies. She is also an affiliated faculty member in Educational Leadership. She has mentored hundreds of critical master's and doctoral students who are now teaching and working in schools, colleges, and community organizations across the nation. She is also the co-founder and director of Community Responsive Education (CRE), a national firm that supports the development of responsive, equitable, and justice-driven educators. She is currently providing direct support to schools, districts, and organizations in schools, districts, and organizations in San Francisco, Daly City, Oakland, Santa Cruz, Pajaro Valley, El Rancho, Los Angeles, New York, Allentown, Tucson, Baltimore, and many more. Her most recent endeavor with CRE is the development of a community responsive wellness praxis of change and index. In 2001, she founded Pin@y Educational Partnerships (PEP), a "barangay" that focuses on providing schools with Ethnic Studies courses and curriculum, developing radical educators, and creating resources for Filipina/x/o communities and similarly marginalized people. She has worked with several school districts throughout the nation, including the San Francisco Unified School District, to co-develop Ethnic Studies, Social Justice, and Filipino Language curriculum. She is the author of four books of curriculum and numerous articles focused on the applications of critical pedagogy, Ethnic Studies curriculum, Motherscholarship, and Pinayism.

Artnelson Concordia

Artnelson was born and raised in the Echo Park neighborhood of Los Angeles. The son of working-class, Filipino immigrants, Artnelson earned BAs in Political Science and History at the University of California, Los Angeles. Artnelson is a long-time educator who got his start in San Francisco and was a founding teacher of the SFUSD Ethnic Studies program that was the focus of a 2014 Stanford study that highlighted the academic benefits of the district's 9th grade ethnic studies course. Currently, he coordinates Santa Barbara Unified School District's (SBUSD) ethnic studies program where he develops curriculum, facilitates professional development, and is involved with the district wide roll-out of K-12 Ethnic Studies.. He is the father of four brown boys and is in cahoots with his wife to raise them to have deep knowledge & love of self / community, as well as to be active disrupters of the white supremacist, patriarchal, hetero-normative, imperialist hegemony. This Fall marks the beginning of his 23rd year in education. As a community scholar, his research focuses on sacred purpose; youth development; Indigenous pedagogy; critical pedagogy; transformational healing frameworks; educator ideological clarity and praxis; and ethnic studies.

Dr. Ndindi Kitonga

Dr. Ndindi Kitonga is Co-Lead of the LESMC Black Studies chapter, Co-Founder of the Angeles Workshop, a unique place of hands-on learning and creative community interaction for inquisitive teens and a progressive Private School Satellite Program for grades 6-12 located in the Palms neighborhood of West Los Angeles. She is professor at the Longy School of Music of Bard College, Master of Arts in Teaching (MAT) in Music program. She was a science educator at STAR Education and adjunct faculty at Chapman University. She earned her Masters in Education at Biola University and her PhD in Education at Chapman University. She also volunteers at Safe Place for Youth that serves homeless youth and youth at risk of becoming homeless.

Dr. Taunya Jaco

Dr. Taunya Jaco is a Lead for the LESMC Black Studies chapter and is a 6th grade ELA/Social Studies teacher, serves as a member of the National Education Association (NEA) Board of Directors, Secretary for the NAE Black Caucus, and Chair of the Civil Rights in Education Committee for the California Teacher Association's (CTA) State Council. She received her doctorate of education at San Jose State University, where she conducted a qualitative study of the implementation of Ethnic Studies in California K-12 schools and the impact of its implementation on teacher preparation programs.

Dr. Ricardo Medina

Ricardo Medina, Ph.D., is an educator who has taught at the elementary, middle school, high school, community college, and university level. He has worked within numerous roles as a teacher, dean of students, resource teacher, restorative justice facilitator, academic advisor, program lead, lecturer, and professor of practice. For most of his career, he has worked with adolescent students creating and facilitating rich classroom experiences rooted in ethnic studies. Ricardo Medina is currently an ethnic studies resource teacher in San Diego Unified School.

Dr. Samia Shoman

A California native with Palestinian roots, Samia Shoman has dedicated her career in public education to promoting racial and social justice in the classroom and broader educational organizations she has worked in. She is currently part of a California collaborative leading a Liberated Ethnic Studies Model Curriculum Coalition. As a long time high school social science teacher, with a special love for working with English Learners, her current passion is leading an alternative Newcomer Program and the implementation of Ethnic Studies for all ninth graders in her district. Samia currently serves as the Manager of English Learner & Academic Support Programs for the San Mateo Union High School District. She is also the co-coordinator of the Middle East Children Alliance's Teach Palestine project. In addition to her secondary school work, Samia served as a lecturer in the College of Ethnic Studies Arab and Muslim Ethnicities and Diaspora Program and the Masters of Public Health Program at San Francisco State University. Samia holds a B.A in Political Science with a minor in Spanish from UC Davis, an M.A. in Education from San Francisco State University, and an Ed.D with a focus on Organization and Leadership from the University of San Francisco. When she isn't working with students, their families, or teachers and administrators, Samia is running or reading, sharing in being a proud parent of boy/girl twins, Falestine and Jihad with her husband.

Dr. Guillermo Gómez

Guillermo Gómez, Ph.D., lead author and facilitator of the Liberated Ethnic Studies Model Curriculum (LESMC) is an Ethnic Studies lead educator for the San Diego Unified School District and an adjunct professor in the Dual Language and English Learner Education Department at San Diego State University. Guillermo also serves as the co-chair of the Ethnic Studies Advisory Committee (ESAC) for SDUSD. He has taught for 25 years in public schools in Elementary, Secondary and Master level courses. He earned a Ph.D. in Social Justice In Education from the Claremont Graduate University and SDSU Joint Doctoral Program. He also holds a M.A. in Latin American Studies and a B.A. in Liberal Studies from San Diego State University. His pedagogy and research focus on Ethnic Studies, Social Justice, Biliteracy, and Intercultural relations in public education from K-12 to Teacher Education. He is a San Diego County Teacher of the Year and a recipient of the California Teachers Association 2020 Human Rights Award for his contribution to the California Department of Education Ethnic Studies Model Curriculum and the Ethnic Studies Program for the San Diego Unified School District.

Eunice Ho

As a graduate of the UCSD Ethnic Studies undergraduate program and the UCLA TEP Ethnic Studies cohort, Eunice is a history teacher who practices humanizing, healing-centered, praxis-driven, and place-based critical pedagogy. She is also a graphic designer who seeks to use her skills to support grassroots organizing, magnify data-driven research around inequity, and uplift youth voices. She honors those who came before her (namely her great-grandfather who militantly fought colonization and ethnic-cleansing/political censorship in Taiwan) and in her free time, enjoys caring for her houseplants, reading, rock climbing, and watching TV shows.

Mary Levi is Lead of the American Indian/Native American Studies chapter and a 4th grade teacher at Sycamore Elementary. The recipient of the American Indian/Alaska Native Human

Rights Award in Honor of Jim Clark and a member of the Upland Teachers Association, Levi is an active voice for American Indian/Alaska. Mary is a Native (AI/AN) education issues on the local, state and national levels. Her passion has always been in educating others on Native American culture and language, and society's effects on Native students. As chair of CTA's AI/AN Caucus, she connected with the California Native community to support legislative efforts to secure credentials for tribal members to teach their language, and to introduce curriculum change regarding California Native history for all grades. Levi has advised CTA State Council on topics of mascots, stereotyping and California history, including *Alice Piper v. Big Pine* and the Relocation Act of 1973. She serves on CTA's Ethnic Minority Affairs Committee, is chair of the NEA AI/AN caucus, and is also helping other state associations develop their own AI/AN caucuses. Her connections with other Native communities, such as the Chumash Tribe, were made in order to mobilize support for legislative efforts to secure native language credentials to tribal members who could teach their language. On the national level, Levi also chairs the National Education Association American Indian/Alaska Native Caucus.

Tracia Noriega

Tracie Noriega, Co-lead for the Asian American Pacific Islander Chapter of the Liberated Ethnic Studies Model Curriculum, currently serves the students of San Lorenzo Unified as the Assistant Superintendent of Educational Services. This is her 25th year as an Educator having served as a teacher, site administrator, and district office administrator. Tracie also serves as the President of FAEAC (Filipino-American Educators Association of CA) and as the Equity Chair and State Committee representative for ACSA (Association of CA School Administrators) Region 6. Education became the route she chose to take as she was inspired by her high school teachers who supported her as a teen mom struggling to balance motherhood, education. It was Ethnic Studies that helped her to understand her experiences as the daughter of Filipino immigrants living in a predominantly white neighborhood. It was Ethnic Studies that helped her to realize the detrimental relationship patterns she was perpetuating for herself and her son. Ethnic Studies allowed her to heal. It was Ethnic Studies that then became her core as a future Educator. It is Ethnic Studies and its values that continue to keep her centered as an Educator today and always, as she leads the work of building Ethnic Studies knowledge and opportunities within the districts she leads and others that she may support.

Dr. Sean Arce

Sean Arce, Ph.D., co-founder and former director of the nationally renowned and now banned K-12 Mexican American Studies Department in Tucson, Arizona. Arce, his daughter Maya Arce, and his colleagues served as plaintiffs to successfully challenge Arizona's anti-Ethnic Studies law in a 7-year legal struggle and precedent setting case in the U.S. Federal Courts, which made its way to the Ninth Circuit Court of Appeals. Arce received the first Myles Horton Award for Teaching People's History from the Zinn Education Project (ZEP) in 2012. His work has been

highlighted on *PBS*, *Democracy Now!* and *National Public Radio*. As an activist Ethnic Studies/Chicanx Studies urban educator who has worked in public schools for over 20 years, Arce believes that what makes his colleagues and himself effective is the implementation and continuous development of a “Barrio Pedagogy.” Within this innovative and transformative pedagogy, indigenous epistemologies and decolonial frameworks are utilized where students and teachers in collaboration co-construct an educational experience that nurtures an academic identity and the development of strong cultural identities. Arce is currently teaching high school Ethnic Studies in South Central Los Angeles in the Los Angeles Unified School District, teaches Chicanx-Latinx Studies at CSU - Long Beach, is an Ethnic Studies consultant for the Xicanx Institute for Teaching and Organizing (XITO) and the Acosta Educational Partnership (AEP), and is a member/collaborator with the Association of Raza Educators (ARE) - Los Angeles. Arce earned his B.A. in Mexican American Studies from the University of Arizona, his M.Ed. in Educational Leadership from Northern Arizona University, and his Ph.D. in Language, Reading and Culture from the University of Arizona.



**Independent
Contractor
Agreement**

Liberated Ethnic Studies Curriculum Consortium

Professional Learning



HAYWARD UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective **August 13, 2024** (the “Effective Date”), by and between the Hayward Unified School District (“District”) and **Liberated Ethnic Studies Model Curriculum Consortium (LESMCC)** (“Contractor” and together with District, the “Parties”).

Recitals

DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced, and competent to perform such services.

DISTRICT needs special services and advice as follows:

In support of the HUSD Equity and Anti-Racist policy in part to ensure that we develop and offer courses (i.e. ethnic studies) that provide an opportunity for students to learn about the rich cultural heritage of the students in our district, we will continue to engage with ongoing, researched-based, professional learning and professional development on Ethnic Studies. This will further support our ongoing implementation efforts for our Ethnic Studies Board policy. Doing so promotes respect and understanding among races, supports student success, and teaches critical thinking skills while simultaneously building educator capacity to provide an authentic Ethnic Studies learning experience for our students and support the development of curriculum.

CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product. CONTRACTOR agrees to provide the following services:

Ethnic Studies for US History Teachers (full day, in person) LESMCC faculty will model Liberated ethnic studies pedagogical practices and engage teachers in model lessons for teaching a US history course from an ethnic studies framework. Teachers will understand how to implement lessons and have the opportunity to address questions.

☐ SEE EXHIBIT ‘A’ (If this box is checked, Exhibit A must be attached)

2. Term. CONTRACTOR shall provide services for the period **August 13, 2024 to August 13, 2024** or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.
3. Compensation. DISTRICT shall pay CONTRACTOR - select and provide agreed upon compensation:

a. a total fee up to, Not to Exceed \$8,605.00

4. Payment. Terms are net thirty (30) days of receipt of invoice and after services have been provided. Submit invoices to Accounts Payable, PO Box 5000, Hayward, CA 94540-5000. Invoices must reference District Purchase Order number. Payment
5. Completeness of Agreement. This Agreement constitutes the entire understanding of the parties and any changes shall be in writing on the District Amendment form, signed by both parties.
6. Status of Contractor. This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.
7. Fingerprinting. By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

☐ **are** subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

☒ **are not** subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the

Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
8. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
9. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
10. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
11. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.
- License Number: N/A
12. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
13. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition, or physical handicap.
14. Alignment with District Values. The Hayward Unified School District (HUSD) and its Governing Board are committed to fostering equity, inclusion, and acceptance of all of our students and staff. We reject discrimination and are dedicated to achieving and fostering

diversity and tolerance in our staff, our school population, and in our curriculum. We are also committed to ensuring that these values are essential principles integrated into all District policies, programs, operations, and practices. It is our mission to promote social equity, which includes a supply base reflecting the diverse students, employees, and the rich variety and diversity of families and communities we serve.

As we strive to lead as an ethical role model in the community, we encourage our vendors to join us in our mission of eliminating discrimination in all forms by supporting and sharing our core values. We wish to partner with vendors and contractors who share these values, and stand with us in our mission of inclusion and acceptance.

It is the intention of the Hayward Unified School District that in connection with all work performed, materials purchased or supplies provided for the Hayward Unified School District Community, the HUSD and its Vendor partners will jointly work to ensure that: No person shall be excluded from participation in or denied the benefits of any HUSD program or activity on the basis of sex, sexual orientation, gender, gender identity, gender expression, genetic information, age, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in any program or activity conducted by the HUSD. HUSD vendor partners agree to comply with Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require compliance by any sub-vendors employed on district projects.

15. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

16. Copyright. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.
17. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
19. Governing Law. This Agreement shall be governed by the laws of the State of California.
20. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be

deemed void and the remainder of this Agreement shall continue in full force and effect.

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

DISTRICT

CONTRACTOR


**Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, CA 94544**


**Liberated Ethnic Studies Curriculum Consortium
Attn: Guadalupe Carrasco Cardona
1130 N Hazard Avenue
Los Angeles, CA 90063**

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

Hayward Unified School District

Liberated Ethnic Studies Curriculum Consortium

Sign
Here: 
Signed
By: **Dr. Lisa Davies**
Title: **Assistant Superintendent**
Date: 01/30/2025

Sign
Here: 
Signed
By: **Guadalupe Carrasco Cardona**
Title: **President**
Date: 2/10/25

School/Dept. **Educational Services**
Service Requested by:
Site Administrator **Dr. Candace Cofield**

Independent Contractor Agreements over \$5,000 must be approved by the School Board prior to commencing any work *and* must be counter signed by the Superintendent or an Assistant Superintendent.

By:  01/29/2025

Board Award Date



LIBERATED ETHNIC STUDIES

MODEL CURRICULUM CONSORTIUM

Invoice

Invoice Recipient

Adriana Montes
Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward CA 94544

Payable to

Liberated Ethnic Studies Model
Curriculum Consortium
1130 North Hazard Avenue
Los Angeles, CA 90063

Invoice # 12023-0

PO: BP024-00164

Project

ES Training

Due date

9/30/2023

Description	Qty	Unit price	Total price
Embedding Local History in US Ethnic Studies Course Series - August 15th 2023 in person.	1	\$17,200.00	\$17,200.00
			\$0.00
			\$0.00
Notes:		Subtotal	\$17,200.00
		Adjustments	\$0.00
Thank you for you prompt payment		Total DUE	\$17,200.00



**LIBERATED
ETHNIC STUDIES**
MODEL CURRICULUM CONSORTIUM

Liberated Ethnic Studies Model Curriculum Consortium
5515740410
1130 North Hazard Avenue
Los Angeles, California 90063
United States

Billed To
Adriana Montes
Hayward Unified School District

Date of Issue
03/10/2023

Due Date
04/10/2023

Invoice Number
12022-6

Amount Due (USD)
\$11,520.00

Description	Rate	Qty	Line Total
Session 1 2 Hours 13 Oct 2022 2 Presenters	\$1,920.00	1	\$1,920.00
Session 2 2 Hours 10 Nov 2022 2 Presenters	\$1,920.00	1	\$1,920.00
Session 3 2 Hours 8 Dec 2022 2 Presenters	\$1,920.00	1	\$1,920.00
Session 4 2 Hours 12 Jan 2023 2 Presenters	\$1,920.00	1	\$1,920.00
Session 5 2 Hours 8 Feb 2023 2 Presenters	\$1,920.00	1	\$1,920.00
Session 6 2 hours 9 March 2023 2 Presenters	\$1,920.00	1	\$1,920.00
Subtotal			11,520.00
Tax			0.00
Total			11,520.00
Amount Paid			0.00
Amount Due (USD)			\$11,520.00

Terms

Thanks for your prompt payment



**LIBERATED
ETHNIC STUDIES**
MODEL CURRICULUM CONSORTIUM

Liberated Ethnic Studies Model Curriculum Consortium
5515740410
1130 North Hazard Avenue
Los Angeles, California
90063
United States

Billed To
Adriana Montes
Hayward Unified School District

Date of Issue
08/16/2022

Due Date
09/15/2022

Invoice Number
12022-4

Amount Due (USD)

\$21,800.00

Description	Rate	Qty	Line Total
Introduction to ES for Middle and High School -All Day PD 7 hours 5 faculty	\$16,800.00	1	\$16,800.00
Travel Expense	\$1,000.00	5	\$5,000.00
Subtotal			21,800.00
Tax			0.00
Total			21,800.00
Amount Paid			0.00
Amount Due (USD)			\$21,800.00

Notes

PO#BPO23-00245

Terms

Thanks for your prompt payment



LIBERATED ETHNIC STUDIES

MODEL CURRICULUM CONSORTIUM

Liberated Ethnic Studies Model Curriculum Consortium
5515740410
1859 Via Bandera Whittier, Ca 90601
Whittier, CA 90601
United States

Billed To
Adriana Montes
Hayward Unified School
District
Purchasing Department
24411 Amador Street
Hayward CA 94544

Date of Issue
08/01/2023

Due Date
07/31/2024

Invoice Number
12023-0

Reference
PO: BPO24-
00164

Amount Due (USD)

\$45,120.00

Description	Rate	Qty	Line Total
Embedding Local History in US Ethnic Studies Course Series	\$17,200.00	1	\$17,200.00
Embedding Local History in US Ethnic Studies Course Series (FALL) Moved from fall to 3/5/24	\$9,360.00	1	\$9,360.00
Embedding Local History in US Ethnic Studies Course Series Dec 18th	\$9,100.00	0	\$0.00
Embedding Local History in US Ethnic Studies Course Series (SPRING 3/6/24)	\$9,360.00	1	\$9,360.00
Embedding Local History in US Ethnic Studies Course Series (TBD) Text design 20hrs x 2 faculty 3 total events	\$19,200.00	1	\$19,200.00
Meeting 1	\$9,360.00	0	\$0.00
Meeting 2-7 Meetings 2-4 (Total 3 meetings) occurred on Jan 17 2024	\$480.00	12	\$5,760.00
Meetings 8-15 (8 meetings)	\$15,360.00	0	\$0.00
Course Feedback and Revision Sessions 3 sessions of 1 hour each have occurred	\$480.00	3	\$1,440.00
Subtotal			62,320.00

Tax	0.00
Total	62,320.00
Amount Paid	17,200.00
Amount Due (USD)	\$45,120.00

Notes

All INVOICES must reference the Purchase Order Number.

- Remit invoices via email to

'ACCOUNTSPAYABLE@HUSD.K12.CA.US' or via USPS to

'Accounts Payable PO Box 5000 Hayward CA 94544-5000

Terms

Thanks for your prompt payment



LIBERATED ETHNIC STUDIES

MODEL CURRICULUM CONSORTIUM

Liberated Ethnic Studies Model Curriculum Consortium
5515740410
1859 Via Bandera
Whittier, CA 90601
United States

Billed To
Adriana Montes
Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward CA 94544

Date of Issue
11/01/2024

Due Date
12/01/2024

Invoice Number
12024-2

Amount Due (USD)
\$8,605.00

Description	Rate	Qty	Line Total
Ethnic Studies for US History Teachers August 13, 2024 Sean Arce and Tracie Noriega	\$8,605.00	1	\$8,605.00

Subtotal 8,605.00

Tax 0.00

Total 8,605.00

Amount Paid 0.00

Amount Due (USD) \$8,605.00