Board Office Use: Legislative File Info.		
File ID Number:	14-1060	
Introduction Date:	06/11/2014	
Enactment Number:		
Enactment Date:		



# Memo

**Board of Education** To:

GARY YEE, EdD, ACTING SUPERINTENDENT From:

Board Meeting Date: 06/11/2014

Subject: **Professional Service Contract** 

> **Contractor:** National Equity Project of Oakland, CA

Services for: 301-CASTLEMONT

# **Board Action Requested**

Approval by the Board of Education of a Professional Services Contract between the District and and Recommendation: National Equity Project, Oakland, CA, for the latter to provide: The National Equity Project will provide professional leadership coaching technical assistant to Castlemont High School, Support will be focused in the area of Equity-centered Professional Community, Facilitative Leadership and Group dynamic and team development. for the period of 10/01/2013 through 06/30/2014 in an amount not to exceed \$17,000.00.

### **Background:**

(A one paragraph explanation of why the consultant's services are needed.)

Development will be incorporated to inform meeting design through the use of structures, protocols, and practices to examine instruction and student results so that grade-level teams stay in a mode of continuous reflection, inquiry and action to support their students who are struggling the most, as well as make overall gains in student achievement. Capacity building for grade-levels to be responsive facilitators of their teams with capacity for effective use meeting and team time focused on the needs of identified student. Name and build the kind of adult culture necessary to stay focused on the learning and growth required to be a high performing and equitable school for all students and families.

### **Discussion:**

(QUANTIFY what is being purchased.)

The National Equity Project will provide professional leadership coaching technical assistant to Castlemont High School. Support will be focused in the area of Equity-centered Professional Community, Facilitative Leadership and Group dynamic and team development.

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**Fiscal Impact:** Funding resources below not to exceed \$17,000.00

Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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### PROFESSIONAL SERVICES CONTRACT 2013-2014

Thi	s Agreement is entered into betweenNational Equity Project
the	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons exially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and impetent to provide such services. The parties agree as follows:
1.	<b>Services</b> : CONTRACTOR shall provide the ("Services" or "Work") as described in <b>Exhibit "A,"</b> attached hereto and incorporated herein by reference.
2.	<b>Terms</b> : CONTRACTOR shall commence work on10/01/2013, or the day immediately following approval by the Superintenden
	if the aggregate amount CONTRACTOR has contracted with the District is below in the current fiscal year; or, approva
	by the Board of Education if the total contract(s) exceed, whichever is later. The work shall be completed no later than
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The
0.	compensation under this Contract shall not exceed  \$\frac{\text{Seventeen thousand}}{\text{Contract shall not exceed}}\$
	Dollars (\$17,000.00) [per fiscal year], at an hourly billing rate not to exceed\$100.00 per hour. This sum shall be for
	full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to
	labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A, attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for
	OUSD, except as follows: No Reimbursements
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in the case must be replaced by CONTRACTOR without delay.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this NONE
	Agreement except
_	which shall not exceed a total cost of
5.	CONTRACTOR Qualifications / Performance of Services:
	<b>CONTRACTOR Qualifications</b> : CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	<b>Standard of Care</b> : CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
6.	<b>Invoicing</b> : Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7.	<b>Notices</b> : All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during norma 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:

P.O. No. \_\_\_\_\_

Requisition No. R0410197

eRev. 3/11/13

### **Professional Services Contract**

OUSD Representative:		CONTRACTOR:	
Name:	VINNIE BLYE	Name:	LaShawn Chatmon
Site /Dept	. 301-CASTLEMONT	Title:	CEO
Address:		Address:	1720 Broadway, 4th Floor
_	Oakland, CA 94605		Oakland, CA 94612
Phone:	301	Phone:	510-208-0160

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

8. **Status of Contractor**: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

### 9. **Insurance**:

- 1. Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- □ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial 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 OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. **Non-Discrimination**: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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#### **Professional Services Contract**

- 13. **Drug-Free / Smoke Free Policy**: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. **Indemnification**: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. **Waiver**: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. **Conduct of CONTRACTOR**: CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  - 1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 19. **No Rights in Third Parties**: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. **Confidentiality**: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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#### **Professional Services Contract**

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
  - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)
- 25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. **Incorporation of Recitals and Exhibits**: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties**: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts**: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR		
		LaShawn Chatmon	05/19/2014	
☐ President, Board of Education ☐ Superintendent or Designee	Date	Contractor eSignature	Date	
		LaShawn Chatmor	n, CEO	
Secretary, Board of Education	Date	Print Name, Title		

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### **EXHIBIT "A" SCOPE OF WORK**

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be	e specific
	about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.	
	Scope of Work is Attached	

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2.	of the attention of the	ecific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a rest the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high school? 2) How many more Oakland children are graduating from high graduations and/or paying jobs? 4) How many more oakland school graduation of All More of Provide details of program participation (Studen and Frovide All More of Provide details of program participation (Studen and Frovide All More of Provide details of program participation (Studen and Frovide All More of Provide details of program participation (Studen and Provide All More of Provide All More of Provide All More of Provide All More of Pr	re re ts
3.	Alig	gnment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:	
	· ·	eck all that apply.)  Ensure a high quality instructional core  INDIED Prepare students for success in college and careers	
		Develop social, emotional and physical health  Safe, healthy and supportive schools	
		Create equitable opportunities for learning   Accountable for quality	
		High quality and effective instruction   Full service community district	
4.		gnment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):	
	Plea	ase select:  Action Item included in Board Approved CSSSP: (no additional documentation required)	
		- Item Number(s): 301SQ14A5386	
		<b>Action Item added as modification to Board Approved CSSSP</b> – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.	е
		1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.	
		<ol> <li>Meeting announcement for meeting in which the CSSSP modification was approved.</li> </ol>	
		3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.	
		4. Sign-in sheet for meeting in which the CSSSP modification was approved.	

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### SCOPE OF WORK

THE NATIONAL EQUITY PROJECT WILL PROVIDE 10.5 DAYS (85 HOURS) OF COACHING AND TECHNICAL ASSISTANCE TO CASTLEMONT HIGH SCHOOL. SUPPORT WILL BE FOCUSED IN THE FOLLOWING AREAS AND SPECIFIC TIMELINES AND OBJECTIVES WILL BE CO-CONSTRUCTED WITH THE PRINCIPAL.

Facilitative Leadership Development: Coaching for Grade-Level Leads.

Equity-centered Professional Learning Community development to inform meeting design through the use of structures, protocols, and practices to examine instruction and student results so that grade-level teams stay in a mode of continuous reflection, inquiry and action to support their students who are struggling the most, as well as make overall gains in student achievement.

Facilitative Leadership and capacity building for grade-level leads to be responsive facilitators of their teams with capacity for effective use of meeting and team time focused on the needs of identified students.

Group dynamic and team development to name and build the kind of adult culture necessary to stay focused on the learning and growth required to be a high performing and equitable school for all students and families.

This work will include the facilitation of grade-level lead team meetings, 1:1 coaching with grade-level leads, attendance at grade-level team meetings, and alignment meetings with the Principal.

Senior staff member, Mark Salinas, will be assigned to work with the school to create a workplan and schedule for the year.

### **PROJECT COST**

SERVICE	TIME	COST
School site coaching & technical assistance	10.5 days with or on behalf of the school (includes planning time)	\$17,000
	PROJECT COST TOTAL	\$17,000

- · Project fees include planning time, materials development and production, coaching and facilitation.
- · Contract fee does not include travel. All travel expenses will be invoiced based on actu costs.
- · We will invoice based on a mutually agreeable installment plan (quarterly, monthly, bimonthly, etc.) unless otherwise specified and agreed upon.
- · Additional services may be negotiated as needed.

ContractsOnline: Contract Waiver Summary

**Site Number-Name: 301-CASTLEMONT** 

**Principal / Department Head: VINNIE BLYE** 

**Contractor Name: LaShawn Chatmon** 

**Business Name: National Equity Project** 

**Contract Type: Standard** 

Anticipated Start Date: 10/01/2013 Contract End Date: 06/30/2014

Rate Type: HOURLY Contract Amount: \$17,000.00

**Applicable Waivers** 

**Approved by Risk Management** 

**Insurance-Reduction Waiver Status: NA** 

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

**Approval Date:** 

**Approved by Deputy Superintendent** 

Billing Waiver Status: NA Approval Date:

Fingerprint Waiver Status: NA Approval Date:

TB Test Waiver Status: NA Approval Date:



# Deliver on the promise of a quality education

### Statement of Qualifications

The National Equity Project (formerly the Bay Area Coalition for Equitable Schools / BayCES) works to dramatically improve educational experiences, outcomes, and life options for historically underserved students by building the capacity of leaders and teachers to meet the learning needs of every student.

Since 2000, we have supported over 100 schools in over a dozen districts to better serve low-income, African American and Latino students through a positive climate for learning, effective relationships between staff and students, and data-driven instructional improvement. The National Equity Project has coached hundreds of leaders to improve educational equity and student learning in schools and districts. As a leader of the small schools movement in the Bay Area, we helped to open over 40 new small schools focused on personalization, teacher collaboration, and equity. Evaluations show that these schools have accelerated student learning. Our coaching staff consists of 24 former teachers and administrators, and experts in organizational change and development.

In the course of this work, the National Equity Project has developed tools and processes to build leadership capacity for guiding equity focused reform while addressing institutional resistance to change. Our Leading for Equity (LFE) programs build leadership at any formal level of an organization through the development of cultural competence, emotional intelligence, communication and relationship skills, and a deep understanding of the effects of underlying beliefs on behavior and performance. Through supportive, blame-free institutes and coaching, LFE helps clients understand and address racial and cultural dynamics that impede the success of change efforts and perpetuate racial inequities.

### National Equity Project Leadership Team

### LaShawn Routé Chatmon, Executive Director

Ichatmon@nationalequityproject.org

Prior to leading the National Equity Project, LaShawn was the Director of our Oakland High School Redesign Initiative for seven years. A California native and recipient of public school education, LaShawn earned her B.A. from UC Berkeley, her Masters in teaching from Brown University, and taught American and World History, Economics, and African American and Ethnic Studies in secondary schools for over ten years. While teaching at Berkeley High School, she co-directed the Diversity Project with Dr. Pedro Noguera, a research and education reform effort in collaboration with UC Berkeley.

### Victor Cary, Senior Director

vcary@nationalequityproject.org

Victor has worked in education for over 35 years, starting as a high school teacher in Richmond, CA. Since joining the National Equity Project in 2000, Victor has led the development of our Coaching for Equity framework and professional development curriculum. Victor has worked on several reform initiatives, serving as Director of both the California Alliance for Mathematics and Science (CAMS) Initiative and the Mathematics, Engineering, Science Achievement (MESA) Center at UC Berkeley. Victor received his B.A. from UC Berkeley, and M.A. in Education from Stanford University.

### Lisa Lasky, Senior Director

llasky@nationalequityproject.org

Lisa has worked in education for over 20 years as a teacher, leader, school and district coach. Before joining the National Equity Project in 1995, Lisa worked with Ted Sizer at the national office of the Coalition of Essential Schools, supporting schools across the country and planning professional development. She has served in many roles at the National Equity Project, including Director of the School Grants Program and Deputy Director. She holds a B.A. in Sociology and English from the State University of New York, College at Cortland and an M.A. in Education from UC Berkeley.

### Chinyelu Martin, Senior Director

cmartin@nationalequityproject.org

Chin has been teaching, consulting and redesigning public schools for over ten years. Chin came to the National Equity Project in 2002 after earning an M.A. in Education at Emory University. He drew inspiration for his thesis at Emory, which called for creating educational environments that develop job-related skills, from his years managing and redesigning two YouthBuild Inc. charter schools in Providence and Boston. Chin earned his Bachelor's degree from Emory University in Atlanta, GA, majoring in Elementary Education.



# **CERTIFICATE OF LIABILITY INSURANCE**

OP ID: SN

DATE (MM/DD/YYYY)

10/02/13

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER 650-341-4484 **BPIA** Business Professional PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): 650-341-4465 Insurance Associates ADDRESS:
PRODUCER
CUSTOMER ID #: NATIO-7 1519 South B Street San Mateo, CA 94402 Virginia Fontana INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Citizens Ins Co of America INSURED **National Equity Project** 31534 1720 Broadway, Floor 4 INSURER B: Oakland, CA 94612 INSURER C: INSURER D INSURER E INSURER F: **REVISION NUMBER: COVERAGES CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY EFF (MM/DD/YYYY) ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 07/01/13 07/01/14 OBFA04734200 X Α X COMMERCIAL GENERAL LIABILITY 5.000 CLAIMS-MADE | X | OCCUR \$ MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY \$ 2,000,000 \$ **GENERAL AGGREGATE** 2,000,000 PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: \$ X POLICY PRO-COMBINED SINGLE LIMIT 1.000.000 \$ **AUTOMOBILE LIABILITY** (Ea accident) 07/01/14 07/01/13 OBFA04734200 Α ANY AUTO \$ **BODILY INJURY (Per person)** ALL OWNED AUTOS **BODILY INJURY (Per accident)** \$ SCHEDULED AUTOS PROPERTY DAMAGE \$ (Per accident) X HIRED AUTOS \$ X NON-OWNED AUTOS \$ 1.000.000 \$ **EACH OCCURRENCE UMBRELLA LIAB** Х OCCUR 1,000,000 \$ EXCESS LIAB AGGREGATE X CLAIMS-MADE 07/01/13 07/01/14 **OBFA04734200** Α \$ DEDUCTIBLE RETENTION \$ X WC STATU-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1.000.000 07/01/14 07/01/13 E.L. EACH ACCIDENT WBFA04734000 Α ANY PROPRIETOR/PARTNER/EXECUTIVE N/A OFFICER/MEMBER EXCLUDED? 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is named as additional insured with respects to the insured's business operations. Additional Insured applies to General Liability policy only. CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN **Elmhurst Community Prep School** ACCORDANCE WITH THE POLICY PROVISIONS. Oakland Unified School Dist. Attn: Risk Management AUTHORIZED REPRESENTATIVE 9000 High Street Unguna g Sontana Oakland, CA 94601

# ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

### **SCHEDULE**

### Name of Person or Organization:

Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.