



**Martinez Unified School District
AGREEMENT FOR PERSONAL SERVICES**



THIS AGREEMENT is hereby entered into by the MARTINEZ UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and:

Dr. Lori Watson Race-Works
CONSULTANT SOCIAL SECURITY NUMBER

1063 3rd Street Oakland CA 94608
MAILING ADDRESS CITY STATE ZIP

Here-in-after referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section H of this Agreement under the following terms and conditions:

- A. Services shall begin on July 1, 2021 and shall be completed on or before June 30, 2022.
- B. CONSULTANT understands and agrees that he or she, and all of his or her employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.

F. CONSULTANT shall provide DISTRICT with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the DISTRICT.

G. CONSULTANT shall comply with the provisions of Ed Code regarding the submission of fingerprints to the California Department of Justice. The CONSULTANT is required to fulfill these requirements at its own expense.

_____ are subject to fingerprinting requirements (will be working with students unsupervised)

X * are not subject to the fingerprinting requirements (will not be working with students, or not without constant, direct supervision by a credentialed employee of the District)

_____ * Fingerprints are already on file with the District

(* Waiver on page 3 of this Agreement must be signed by the District Representative authorized to sign this agreement)

H. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:
Leaders of Leader Series - Equity Leadership teams - (2) Full (1/2) days \$ 21,000
Parent Seminar (3) - 2 hour seminars \$ 4,500

Attach additional information as Exhibit A "Scope of Services" if needed

I. Support services to be provided by the District include: (List such items as office space, telephone, photocopier, clerical, office supplies etc.).

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

K. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. CONSULTANT 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.

L. Payments will be made by the DISTRICT to the CONSULTANT as follows:

This Agreement may be terminated by either party notifying the other, in writing, at least _____ days prior to the date of termination.

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF Sept., 2021.

FOR THE DISTRICT (ORIGINATOR):

FOR THE CONSULTANT:

NAME

NAME

TITLE

TITLE

DATE

DATE

CHIEF BUSINESS OFFICIAL, MUSD

DATE:

DATE OF BOARD APPROVAL: _____

NOTE: PARAGRAPHS "F" AND "G" ABOVE ARE HEREBY WAIVED IF THIS WAIVER IS SIGNED BELOW BY THE DISTRICT REPRESENTATIVE WHO HAS AUTHORIZED THIS AGREEMENT BY SIGNING ABOVE.

F) Fingerprint Requirement Waiver:

Consultant will not be working with students

Representative verifies that fingerprints for the Consultant are currently on file with MUSD

G) Insurance Requirement Waiver (Consultant is unable to obtain the required coverage, the service is deemed to be both beneficial and low risk, and there is no reasonable alternative services provider).

Authorized Signature

Date



PERSONAL SERVICES REQUEST

Date Submitted _____ Board Date Requested _____
(Must be submitted at least fifteen (15) calendar days prior to Board Meeting)

Legal Name of Contractor Dr. Lori Watson – Race-Works
Address 1063 3rd. Street Oakland, CA 94609
Street City State Zip
Description of Service Racial Equity Training

Date(s) of Service: _____
Fee: \$ 25,500 () Single Amount () Hour () Month () Other: _____
Total not to exceed: \$ _____ (X) including expenses () plus expenses: _____
Payment date(s) requested: () upon completion () end of month () Other: _____
Payment address (if different from above): _____
District Contact Person: Amy Black Extension No. 5959
Contractor Contact Person: Dr. Lori Watson Telephone No. 1-770-262-3625
Contractor E-mail Address: drlawatson@race-works.com

SITE ADMINISTRATOR

BUSINESS OFFICE

Site Administrator _____
Date _____

Chief Business Official _____
Date _____

ROUTING, FISCAL SERVICES DEPARTMENT:

1) Received by: _____ Date: _____ Signature: _____

Documents Complete _____ Documents Incomplete (Return to Originator): _____

Funding Source (SACS Code): 01-0787-1110-1000-090-0-687-5800

2) Board Approved (Date): _____ CBO Signature: _____

3) Requisition Completed By: _____ Date: _____ Signature: _____

4) Purchase Order Completed By: _____ Date: _____ Signature: _____

5) Verification of Fingerprints Received By: _____ Date: _____ Signature: _____

6) Accounts Payable returns copy of Personal Services Request to Originator.



CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

Martinez Unified School District SY 2021-2022

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In consideration of the promises and conditions contained herein, **Race-Work, LLC** (hereinafter referred to as "Consultant") and Martinez Unified School District (hereinafter referred to as "Client") do mutually agree as follows:

Consultant agrees to provide professional consulting services as outlined for the period commencing in July 2021 and ending in June 2022, and in accordance with provisions outlined in this Agreement.

1. Work to be Performed: Racial Equity Consulting

- Leaders of Leaders Series (\$21,000)
- Parents for Racial Equity Series (4,500)

2. Compensation. Client shall pay Consultant \$25,500 USD as fee for professional services. Fifty percent (50%) of the fee shall be due upon execution of this Agreement by the parties. The balance shall be paid 30 days after invoice remittance to Client for completed services by Consultant for Client.

3. Independent Contractor Relationship. Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

4. Ownership of Work Product. Consultant agrees that all work product developed by them alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines. This shall not include intellectual property in the development and design of curriculum.

5. Confidentiality.

5.1 Definition of Confidential Information. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.



5.2 Nondisclosure and Nonuse Obligations. Both parties to this agreement agree to protect the confidentiality of all Confidential Information and, except as permitted in this section, neither party to this agreement shall use nor disclose the Confidential Information. Both parties to this agreement may use the Confidential Information solely to perform their reciprocal duties under this Agreement.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7. Termination. This Agreement may be terminated by either party by giving fifteen days written notice to the other party. In the event of termination, neither party shall have any rights against the other except to the extent those have accrued prior to the termination date.

8. Hold Harmless. Indemnification. Each of the parties agrees to hold harmless and indemnify the other party, and their elected and/or appointed officials, agents, employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees related to this Agreement.

9. Entire Agreement. This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.



Signed in duplicate originals on this the _____ day of _____, 2021.

CLIENT

CONSULTANT

Client: Martinez Unified School District

Name
Title
Email
Phone
Address

Race-Work, LLC

Lori A Watson, Ed.D.
Founder & CEO
DrLAWatson@Race-Work.com
770-262-3525
1423 Broadway Ste 320 Oakland, CA 94612

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