

Consulting Services Contract

Between West Michigan Teacher Collaborative and Leading Educators Inc.

July 1, 2024 | www.leadingeducators.org





This Contract is made and entered into between the West Michigan Teacher Collaborative (hereinafter referred to as "Client") and Leading Educators, Inc. (hereinafter referred to as "Consultant").

WHEREAS, the Client uses consulting services in connection with training its employees; and WHEREAS, the Client and Consultant (hereinafter referred to jointly as "Parties" and individually as "Party") desire to establish certain terms and conditions, which shall apply to the Client's use of Consultant's services;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

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1. Scope of Work

- 1.1. The Scope of Work shall be defined as Exhibit A, and as mutually agreed to by the Parties.
- 1.2. **SCOPE.** The Consultant represents that it, and its agents and employees, have the requisite knowledge and skills to provide all services set forth in the Scope of Work defined by Exhibit A.

The Consultant's contact person is Mary Kay Murphy.

The Client's contact person is Laura Fennell Castle.

2. General Provisions

- 2.1. **FEES.** In recognition of the costs incurred by the Consultant for services provided by the Consultant to the Client as defined in Exhibit A the Parties agree that the Client will pay to Consultant \$102,524 in the year 2024 – 2025 for its work in connection with Exhibit A. The fees set forth herein shall become fully earned, and non-refundable upon Client's execution of this Contract, and shall be invoiced as set forth below.
- 2.2. **INVOICE.** The Consultant will invoice the Client under the invoicing schedule described in Exhibit A.

The Client will promptly pay the invoice no later than 30 days after receipt. Invoices paid beyond the 30-day time period will be subject to a 1.5% per month finance charge and, invoices which remain unpaid will provide the Consultant with a basis to terminate this Contract for cause.

REFUND POLICY. Consultant has no obligation to refund Client any amount paid by Client regarding any participant for any reason whatsoever.

3. Terms and Conditions

- 3.1. TERM.** The term of this Contract (“Term”) shall extend from July 1, 2024, (“Effective Date”) until June 30, 2025, and may be extended thereafter with the mutual written consent of the Consultant and the Client.
- 3.2. CONFIDENTIALITY.** In the course of providing services for the Client, the Client and the Consultant each may learn or discover information that is either identified by the other as, or which it should have known is, non-public, proprietary, confidential, or intellectual property information (“Confidential Information”). The Parties agree that, during the term of engagement and thereafter, they will not, directly or indirectly, disclose or use any Confidential Information of the other Party without the express written consent of such Party.
- 3.3. Student Information.** Client agrees to provide the Consultant with de-identified student-level assessment data for purposes of evaluating the impact of the program on student achievement for both schools enrolled in the program and other schools in the district or charter organization. No student data will be shared externally except in aggregate, so that no school can be identified, unless otherwise agreed upon by the school. Consultant will provide a template to the client. Client must provide a point of contact for this assessment data. Both during the term of the Contract and thereafter, Consultant agrees to hold such information in trust and confidence, and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the Client or by law. Finally, Consultant agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act (“FERPA”).
- 3.4. Term of Confidentiality Agreement.** The obligations set forth Section 3.2 shall survive the expiration and/or termination of the Contract.
- 3.5. OWNERSHIP OF CONSULTANT DEVELOPMENTS.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed by or created by the Consultant during the course of performing services for the Client under the terms and conditions of this Contract (“Work Product”) shall belong exclusively to Consultant. Consultant will also retain its rights in its standard proprietary property developed, owned, or used by the Consultant and/or Client during the performance of its services under the terms and conditions of this Contract.

3.6. OWNERSHIP OF CLIENT-OWNED PROPERTY. All equipment, materials, drawings, software, or data of every description (“Property”) that Consultant receives directly or indirectly from Client or from a third party on behalf of Client, or that is directly paid for, in whole or in part, by Client, is the Property of Client. Consultant must safeguard all said Property throughout the duration of this Contract, and must return all Property to Client upon the termination or expiration of this Contract.

3.7. INTELLECTUAL PROPERTY

3.7.1. Licensed Materials shall be defined as any materials disclosed or provided by or on behalf of LE, or to which access is provided, in connection with the Consulting Services. Without limitation, the Licensed Materials may include printed materials, video materials and methods of training.

3.7.2. The Licensed Materials and all intellectual property rights embodied therein or related thereto, including but not limited to copyrights, trademarks and trade secrets, are and remain the sole and exclusive property of LE. All rights are expressly retained by LE.

3.7.3. In the event that Client or its employees make any modification or derivative work based on the Licensed Materials, Client shall disclose such derivative works to LE. However, for the sake of clarity, LE in no way grants any rights for Client to use any elements of the Licensed Materials within any derivative work created by Client.

3.7.4. Client shall not remove or obscure any copyright or trademark notice from any copy of the Licensed Materials. Client shall not assert and shall not represent that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub-license the Licensed Materials, or to use the Licensed Materials to provide any training to third parties or other employees of the Client outside of the terms of this Contract. Any attempt to sub-license, assign, transfer, rent, lease, encumber or give away any of the rights, interests, duties or obligations under this License or any copy of the Licensed Materials, use the Licensed Materials in any manner except those expressly allowed by LE for use in under the terms of this Contract, or any access thereto to any third party constitutes a material breach of this Agreement justifying termination, and any such attempted transfer will be null and void.

3.8. INDEPENDENT CONTRACTOR RELATIONSHIP. The Parties agree the terms of this Contract do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the Parties. Consultant represents and warrants that it is now and shall remain a separate and independent entity from Client. Any provision in any Scope of Work or other contract between the Parties whereby Client or any of its agents or employees would otherwise have the right to direct Consultant or its agents or employees as to the manner of performing work shall be interpreted as meaning that Consultant should follow the wishes of Client in the results to be achieved, and not in the means whereby the work is to be accomplished.

3.9. INDEMNITY

3.9.1. Client agrees to defend, indemnify and hold Consultant harmless from all claims, demands or causes of action for bodily injury, death or property damage by whomsoever made to the extent, but only to the extent, caused by the acts or omissions of Client or the Client's breach of its obligations under this Contract.

3.9.2. Consultant agrees to defend, indemnify, and hold Client harmless from and against any Claim for bodily injury, death or property damage, by whomsoever made to the extent, but only to the extent, caused by the acts or omissions of Consultant as Consultant's breach of its obligations under this Contract.

3.9.3. The respective indemnity obligations assumed by Client and Consultant under Articles 3.7.1 and 3.7.2 above shall be referred to as the "Indemnification Obligations." Upon written request by a Party entitled to indemnification pursuant to this Article 3.7 (the "Indemnitee"), the other Party (the "Indemnitor") shall pay the reasonable expenses incurred in defending any Claim in advance of its final disposition. Each Party shall promptly notify the other Party of the existence of any Claim, or the threat of any Claim, to which the Indemnification Obligations might apply. Each Indemnitee shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and any settlement of a Claim.

- 3.9.4.** The Indemnification Obligations shall survive the expiration and/or termination of this Contract, but solely as to a Claim that arises from an event occurring during the Term of this Contract. All rights associated with the Indemnification Obligations shall inure to the benefit of the successors and/or assigns of Client and Consultant.
- 3.9.5. GOVERNING LAW.** This Contract will be governed by, and construed and interpreted in accordance with, the laws of the State of Louisiana.
- 3.9.6.** The Parties specifically agree that, if any provision of this Contract is determined to be unenforceable or in contravention to any applicable law, such provision shall be deemed modified to the minimum extent necessary required to bring such provision into compliance with said statute or case law.

3.10. TERMINATION.

- 3.10.1. Termination without Cause.** Each Party reserves its right to terminate the Contract without cause by giving the other Party thirty (30) days written notice; provided, however, that Consultant shall be entitled to retain the portion of the fee for all consulting services authorized by Client and performed through the effective date of termination.
- 3.10.2. Termination with Cause.** Either Party reserves the right to terminate this Contract immediately if the other Party fails to comply with any terms or conditions of this Contract and such failure continues for twenty days following receipt of written notice from the objecting Party. The Consultant will be compensated for only those services provided through cure date end.

3.11. NOTICES. Communications relating to this Contract must be sent by certified mail, return receipt requested, facsimile, or overnight courier to the following addresses:

Client:

West Michigan Teacher Collaborative
Attention: Laura Fennell Castle
Kent ISD, ESC Building 2930 Knapp St NE, Grand Rapids, MI 49525

Consultant:

Leading Educators
Attention: Mary Kay Murphy
3014 Dauphine St, STE L, New Orleans, LA 70117

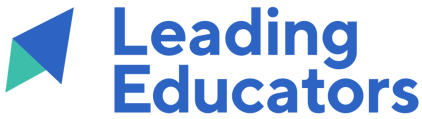
3.12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and inure to the benefit of, both Parties and their respective successors, executors, administrators, and representatives. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

3.13. AMENDMENT. This Agreement may be amended or modified only by a written instrument executed by both the School and the Consultant.

3.14. SEPARABILITY AND WAIVER. If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver or consent regarding any term, provision, or condition of this Agreement given by either party shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

3.15. FORCE MAJEURE. Neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either Party's control and which cannot be overcome by reasonable diligence and without unusual expense.

4. Exhibits



The Parties agree that, if there are any conflicting terms and conditions between this Agreement and the Consultant’s proposal attached and incorporated herein as Exhibit A, the terms and conditions of this Agreement shall prevail.

5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed and do each represent that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

DISTRICT / CLIENT

LEADING EDUCATORS, INC.

By: _____

By: Chonghao Fu
Chonghao Fu (Jul 3, 2024 13:50 PDT)

Name: Laura Castle

Name: Chong-Hao Fu

Title: Director

Title: Chief Executive Officer

Date: _____

Date: Jul 3, 2024

IV. Exhibit A: Scope of Work

Professional Learning Services Proposal: DEI & Belonging

Between West Michigan Teacher Collaborative and Leading Educators

Partnership Purpose Statement

West Michigan Teacher Collaborative, In partnership with Leading Educators, aims to train preservice Michigan educators whose training is grounded in best practice research and results in consistent, high-quality, student-centered instruction and equitable and empowering opportunities for all students.

Theory of Action

If we...	Then we will achieve...	This will result in...
<p>present an integrated system for professional learning with a consistent focus on equity, instructional quality, student-centered improvements, and collaborative learning,</p>	<p><i>Increased levels of culturally responsive teaching, teacher efficacy, and cultural receptivity for all pre- and in-residency members of WMTC.</i></p>	<p>A culture of excellence grounded in a common standard of excellence for instructional practices, measured through pre- and in-residency teacher data.</p>
<p>Design courses that introduce novice teachers to the impact of student and teacher identities on classroom culture and student success.</p>	<p>Teaching methods which yield meaningful learning experiences that validate and value the diverse identities within the learning community by providing accessible instruction for all students.</p>	<p>Systems, structures, and practices that support the development and retention of high-impact, diverse teachers.</p>

Partnership Model

Stakeholders	Partnership Outputs		Partnership Outcomes
Participants	Activities	Products	
Pre-Residency	Design courses that introduce pre-service teachers and practicing teachers to the impact of identity and classroom culture on learning and student success.	Scope and Sequence and content for a year-long arc of 8 three-hour sessions and two ½ year-long arc of 5 two-hour practice-based sessions.	Goals to be set with WMTC
Residents		Scope and Sequence consisting of 8 hours of learning to be delivered across 5-7 days.	Goals to be set with WMTC

Deliverable Overview

	Focus	Overview	Important Dates	Timing
P A R T N E R S H I P	Scope	Design scope and sequence for pre-service teacher learning (Pre-resident & Resident)		
	Data Plan	Determine metrics for goal setting and progress monitoring.		Formative data used to adjust design and facilitation regularly.
	Strategy Meetings	Review design, artifacts, plan, and ensure that we are working the plan in meaningful and impactful ways.	Start - TBD End - TBD	Weekly for 1-hour via Zoom
S E S S I O N S	Residency Participants	Leveraging Diversity, Equity, and Inclusivity to build pathways to success for all students. Establishing a <i>safe</i> classroom environment where students feel a sense of belonging.	Summer Institute July 22*-25 July 29*-Aug 1 1-3 PM * 1 hour content	Year-long arc of 10 three-hour morning sessions <i>Travel required</i> Two ½ year-long arc of 5 two-hour sessions <i>Travel required</i>

Learning Arcs

Pre-Residency Foundations Course: Morning Session 90 minutes each

Leveraging Diversity, Equity, and Inclusivity to build pathways to success for all students. This learning will support the participants in successfully completing their GVSU community-based project.

Cycle One	Cycle Two
1 Understanding Context & Culture and Self <ul style="list-style-type: none"> Unpack implicit bias and the role it plays in oppression and inequity. / Interrogate personal biases/biases that exist in education. Describe student-centered classrooms and how biases can play out in classrooms. 	4 Building Learning Partnerships <ul style="list-style-type: none"> Establishing teacher-student relationships and rapport in the classroom. Implications for supporting dependent learners.
2 Equity & Opportunity <ul style="list-style-type: none"> Build an understanding of the opportunity myth and what it tells us about who has access to opportunity and practices that further them. Develop skills to engage in conversations about race to begin to work to shift mindsets that contribute to inequity. 	5 Building Learning Partnerships <ul style="list-style-type: none"> Academic mindsets and sociopolitical impact on academic mindsets
3 Preparing to Be a Culturally Responsive Practitioner <ul style="list-style-type: none"> Unpack personal implicit bias and the role it plays in teaching and learning. Interrogate biases that exist in educational policy, practice, and curricula. <i>Plan a learning conversation in response to bias. (Move practice addressing bias to later in the scope and as part of their independent study.)</i> 	6 Unearthing Joy <ul style="list-style-type: none"> Genius, Justice, and Joy within classrooms Coming into Joy

Pre-Residency: Building a Culture of Belonging and Engagement: Afternoon Session

Establishing a *safe* classroom environment where students feel a sense of belonging.

Cycle One 90 minutes each	Cycle Two 90 minutes each
Teacher Presence & With-it-ness – Pathways of Communication <ul style="list-style-type: none"> <i>Non-verbal, word choice, and delivery tone</i> <i>Weave this into all sessions rather than 1 stand alone</i> 	
1 Teacher Presence & With-it-ness – Positive Ratio <ul style="list-style-type: none"> Build ratio through questioning and engagement 	1 Building a Culture of Trust <ul style="list-style-type: none"> Emotional Consistency Joy Factor
2 Teacher Presence & With-it-ness – Positive Ratio <ul style="list-style-type: none"> Build ratio through writing 	2 Building a Culture of Trust <ul style="list-style-type: none"> Academic Engagement, Challenge, and Risk
3 Teacher Presence & With-it-ness – Positive Ratio <ul style="list-style-type: none"> Narrate 2, Correct 1 	3 Building a Culture of Trust <ul style="list-style-type: none"> Build a culture of error and success

Residency: DEI Learning Arc (Summer Learning)

Leveraging Diversity, Equity, and Inclusivity to build pathways to success for all students.

July 22-25 and 29- Aug. 1
11.5 Hours Total

This arc will be co-created based on the priorities and time allotment.

Investment	<i>Design & Facilitation</i>	<i>Travel</i>
Partnership Management, Operations	\$14,974	
Pre-Residency DEI Learning Arc (eight 3-hour sessions; 1 LE facilitator & 1 local facilitator)	28,895	\$11,529
Pre-Residency Culture of Belonging Learning Arc (eight 2-hour sessions; 1 LE facilitator & 1 WMTC facilitator)	24,529	\$11,529
Residency DEI Learning Arc (11.5 hours of learning; 1 LE facilitator and 1 local facilitator)	\$18,574	\$500
Subtotals	86,972	\$23,468
Contract Total	\$110,530	

Invoicing & Payment Schedule	<i>Amount</i>	<i>Invoice Date</i>	<i>Payment Date</i>
Invoices to be sent to <ul style="list-style-type: none"> Laura Castle lauracastle@kentisd.org Morgan Dailey morgandailey@kentisd.org 	\$55,265	Within 21 days of the signed contract	Within 30 days of invoicing
	\$55,265	January 15th	