

PROFESSIONAL SERVICES CONTRACT

Contract Summary

Client: River Forest School District #90

Client Contact: Dr. Ed Condon, Superintendent

NEP Project Lead: Heidi Gill, Senior Associate

Project Duration: July 1, 2017 - June 31, 2018

Contract Amount: \$38,400 + Expenses

Contract Agreement

This Agreement is made this May24, 2017, between the National Equity Project (“The Project”) and River Forest School District #90 (“CLIENT”), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in Attachment A, “Scope of Work,” in exchange for total payment of \$38,400 + expenses for the time period July 1, 2017 - June 31, 2018. This may be amended in writing or supplemented with subsequent estimates for services to be rendered by The Project and agreed to by the CLIENT.
2. During the term of this Agreement, all services and expenses will be billed to CLIENT in monthly installments over the contract period. CLIENT will pay The Project within 30 days of receipt of invoice. If payment is not received by The Project within 30 days of sending invoice, the account will be deemed delinquent.
3. CLIENT will reimburse The Project for all reasonable out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. CLIENT agrees to reimburse The Project for expenses incurred on behalf of the CLIENT, including non-commuting travel reimbursements as follows: IRS standard mileage rate, meals while travelling, airfare and hotel accommodations, parking/transportation to/from airport. Expenses will be invoiced to the CLIENT based on actual costs.
4. When Scope of Work includes registration for Project open-registration events, CLIENT will be invoiced in full for all pre-paid registration. Upon receipt of payment, The Project will provide CLIENT with a unique registration code or other registration process. It is the responsibility of the CLIENT to register their staff; any unused registrations will be forfeited.



5. Should CLIENT seek services beyond the Scope of Work from The Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/extension of this Agreement shall require the written agreement of both CLIENT and The Project.

Client Agreements:

6. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The Project events, hosting and/or attending site visits and peer reviews, and sharing information with audiences as appropriate.
7. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide National Equity Project with current data on school demographics, enrollment, staffing, and student achievement.
8. CLIENT agrees to indemnify, defend, and hold harmless The Project, its employees, Board of Trustees, agents and affiliates from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of The Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
9. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.

National Equity Project Agreements:

10. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
11. The Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.

Mutual Contract Agreements:


12. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

Client: Dr. Ed Condon, Superintendent
River Forest District #90
7776 West Lake Street, River Forest, IL 60305

The Project: LaShawn Routé Chatmon, Executive Director
1720 Broadway, 4th Floor, Oakland, CA 94612

13. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
14. **Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.
15. **Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.
16. **Contract summary and headings** are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

National Equity Project:



Kathleen Osta, Senior Director

5/24/2017

Date

Client:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.

Dr. Ed Condon, Superintendent

Date

Please direct billing and invoice related questions to:

Client:

Contact Name Title

Address

City, State, Zip

Phone number

Email

The Project:

NEP Finance Department
1720 Broadway, 4th Floor
Oakland, CA 94612
510-208-0160 EXT 343
Finance@nationalequityproject.org

Attachment A: Scope of Work

Service	Intended Audience	Activity/ Timeline	Cost
Leading for Equity Institute	Administrative Team	Residential Institute Attendance October 2017 or March 2018	\$16,500
Leading for Equity within Complex Systems	Administrative Team	Three 2-Hour Team Consulting/Learning Sessions	\$5,500
	Inclusivity Board	One Half-Day Consulting/Learning Session	\$2,500
	D90 Board of Education	One Half-Day Learning Session	\$2,500
Equity in Data Based Inquiry Consulting	Directors of Technology and Curriculum and Instruction	Travel and Consulting	\$2,000
Equity and Universal Design for Learning	Instructional Coaches and Teacher Leaders of UDL	One Day Retreat (Two NEP Staff)	\$6,400
Teaching for Equity	District teachers and staff	One Half-Day Learning Session -Early Fall	\$3,000
TOTAL PROJECT COST Expenses based on actuals			\$38,400