



PROFESSIONAL SERVICES CONTRACT

This Agreement is made this Jul 30, 2021, between the National Equity Project (“The Project”) and Forest Park School District 91 (“CLIENT”), regarding services to be provided by The Project as part of CLIENT’s participation in The Project’s Building Equitable Learning Environments District Network (“District Network”).

1. The National Equity Project agrees to provide CLIENT with services (“Services”, as detailed in Attachment A (“Scope of Work”) in exchange for fees of \$35,000/year, for a total of \$70,000, for the time period from July 1, 2021 to June 30, 2023. 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. CLIENT will not be invoiced for any out-of-pocket expenses incurred in connection with the Services.
3. Fees associated with District Network participation will be invoiced as follows:
Four times, in equal installments

The expected dates of billing are:

Upon Contract Start Date \$8,750 December 2021 \$8,750 March 2022 \$8,750 June 2022 \$8,750

If expenses are being billed back to the CLIENT as actuals, any expenses will be billed as incurred.

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 and Services may be paused or stopped.

4. Should CLIENT seek additional support from The Project beyond the Services described in the Scope of Work, 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:

5. 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.
6. CLIENT will participate in research and evaluation efforts of The Project, including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide The Project with current organizational data, such as staffing, enrollment or school demographics, if applicable. In addition, to participate in the District Network, CLIENT agrees to:
 - a. use a data collection and research tool provided by Project for Education Research That Scales (“PERTS”);
 - b. agree to the PERTS terms of use and privacy policy;
 - c. authorize The Project to support CLIENT’s use of PERTS services (i) to collect information and (ii) to make decisions on behalf of CLIENT concerning what information is collected and organized in connection with PERTS Services, who is authorized to track survey completion data, and from whom survey responses or other information is collected.
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 organizational data, such as staffing, enrollment or school demographics, if applicable.
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 Project should they choose to reproduce or distribute any materials developed, created, or provided by The Project in performing the Services.

National Equity Project Agreements:

10. The Project will allocate appropriate time and human resources to complete the Services outlined in the Scope of Work. The Project enters into this Agreement as, and shall hold itself out to the general public, as an independent contractor. CLIENT shall not have the right to direct or control the means, manner, or details by which The Project accomplishes the Services.
11. 10. Except as specifically authorized under this Agreement, The Project is not an agent of CLIENT and has no authority to enter into any contract nor to incur any liability, debt, or other obligation on behalf of CLIENT.

Mutual Contract Agreements:

12. Either party may terminate this Agreement with thirty (30) days written notice. The Project will present CLIENT with a report outlining work completed and associated fees through the date of termination. CLIENT will be responsible for paying The Project any fees and expenses incurred through the termination date. Should the CLIENT decide to cancel a deliverable (e.g., a session, institute, document, etc.), that had been scheduled prior to the Project receiving written notice of termination and that would be completed within the thirty (30) days, CLIENT shall be invoiced for the fees incurred for the canceled deliverable through the receipt date of the notice, along with any expenses, if being billed back to the Client.
13. This Agreement does not create a partnership or joint venture between the parties.

14. Notices: 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:	Client Name	Forest Park School District 91
	Attn:	James Edler, Director of Innovative Instru
	Client address	424 Des Plaines Ave
	City, ST, Zip	Forest Park, IL 60130

The Project: National Equity Project
 Attn: Finance Dept.
 1720 Broadway, Ste. 400
 Oakland, CA 94612

15. Governing Law: This Agreement, and all claims and disputes arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles.

16. Complete Agreement: All exhibits and attachments to which this Agreement refers are an integral part of the Agreement and are incorporated herein by reference. This Agreement, including the exhibits and attachments, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. No changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

17. Partial Invalidity: If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

18. 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. This Agreement may be executed in counterparts and is effective upon the signature of the document by all parties hereto. This Agreement may be enforced by specific performance or by any other available means.

19. 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.

Please direct billing and invoice related questions to:

Client Billing Contact:

Contact Name	Title
Address	
City, State, Zip	
Phone number	
Email	

NEP Billing Contact:

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

[Signatures on the following page]

SIGNATURES

National Equity Project:

Director

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.

Client Signature

Date

Full Name

Title