



## PROFESSIONAL SERVICES CONTRACT

This Agreement is made this Oct 28, 2020, between the National Equity Project (“The Project”) and Forest Park School District 91 (“CLIENT”), regarding services to be provided by The National Equity Project as part of CLIENT’s participation in the Midwest District Network: YEAR TWO (“NETWORK”) and any Network Additional Services (“ADD ON SERVICES”).

1. The National Equity Project agrees to provide CLIENT with services, as detailed in Attachment A, “Scope of Work,” and Attachment B, “Network Additional Services”, in exchange for total fees of \$20,000.00, for the time period from Oct 6, 2020 to June 30, 2021. 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 performance of the duties hereunder, as it relates to the NETWORK services detailed in Attachment A.

For additional services purchased under this agreement, as detailed in Attachment B, CLIENT

Will not be invoiced for any out-of-pocket expenses incurred in connection with these additional services.

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.

3. Fees associated with NETWORK participation will be invoiced upon execution of this Agreement or by July 31, 2020, whichever is earlier. For ADD ON SERVICES, service fees will be billed as follows:  
Not Applicable
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The expected dates of billing are:

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.**

4. 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:**

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 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.
7. 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.

8. 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.
9. CLIENT may terminate this Agreement with thirty (30) days written notice. 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 and that falls 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.

**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. 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:

<b>Client:</b>	<b>Client Name</b>	Forest Park School District 91
	<b>Attn:</b>	Edward Brophy
	<b>Client address</b>	424 Des Plaines Ave
	<b>City, ST, Zip</b>	Forest Park, IL 60130

**The Project:** National Equity Project  
Attn: Finance Dept.  
1720 Broadway, 4<sup>th</sup> Floor  
Oakland, CA 94612

13. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
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. **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.
16. **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.
17. **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.

