



CLIENT SERVICES CONTRACT

CONTRACT SUMMARY

CLIENT: Grand Rapids Public Schools

CLIENT CONTACT: Teresa Weatherall Neal, Superintendent

NEP PROJECT LEAD: Chinyelu Martin, Senior Design Director

PROJECT DURATION: August 1, 2013 to August 30, 2014

TOTAL CONTRACT AMOUNT: \$301,375

TERMS & CONDITIONS

This Agreement is made this 16th day of October, 2013, between the National Equity Project ("The Project") and Grand Rapids Public Schools ("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 the "Scope of Work," in exchange for total payment of \$301,375 for the time period August 1, 2013 to August 30, 2014. Attached hereto and incorporated herein as Attachment "A".
2. Payments made by CLIENT pursuant to this Agreement are inclusive of travel, planning time, materials development, production, coaching, and facilitation. Expenses for mileage will be billed at the government rate. CLIENT will only pay for pre-approved travel and only at the coach rate.

CLIENT AGREEMENTS:

3. 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 National Equity Project events, hosting and attending site visits and peer reviews, and sharing information with audiences as appropriate.

4. CLIENT will participate in National Equity Project evaluation efforts, as requested, to assess effectiveness of activities and services outlined in Attachment A including, but not limited to, surveys, focus groups, and/or interviews.
 5. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent and all outstanding amounts will become immediately due and payable, unless an alternate payment schedule is agreed to by the parties.
 6. 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.
 7. To the extent authorized by law, 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. However, nothing herein shall constitute a waiver of CLIENT, its employees, board members, officers, agents or assigns' right to sovereign, governmental or official immunity. The National Equity Project agrees to indemnify, defend and hold harmless CLIENT, its employees, board members, 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 CLIENT 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. The National Equity Project agrees to provide attribution to CLIENT should it choose to reproduce or distribute any materials solely developed, created, or provided by CLIENT.
- NATIONAL EQUITY PROJECT AGREEMENTS:
9. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.

10. The Project will comply with the terms of the Family Education Rights Privacy Act (FERPA) and the Data Sharing Agreement, attached hereto and incorporated herein as Attachment B. Any data provided by CLIENT will not be used for any purpose other than this project as listed in the Scope of Services without written approval of CLIENT.

11. The Project will invoice CLIENT monthly and provide billing statements detailing services that are delivered during the billing period.

MUTUAL CONTRACT AGREEMENTS:

12. Either party may terminate this Agreement with 30 days written notice. If the Agreement is terminated by the Project, The Project will present CLIENT with a report outlining the work completed through the date of termination and any data or work product produced up to that point. If CLIENT terminates this Agreement, CLIENT will pay for all work completed and delivered to client's satisfaction.

13. 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: Superintendent
Grand Rapids Public Schools
1331 Franklin SE
Grand Rapids, MI 49501-0117

THE PROJECT: Brett Bradshaw, Senior Associate
National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612

14. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, County of Kent.

15. 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.

16. Attorney's Fees: If any action is brought for a declaration of rights under or to enforce the provisions of this Agreement, or for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as fixed by the Court.

17. 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.


NATIONAL EQUITY PROJECT:


Lashawn Route Chatmon, Executive Director

2/20/14
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.


Teresa Weatherall Neal, Superintendent

4-2-14
Date

Please direct payment-related questions to:

THE PROJECT:

Brett Bradshaw, Senior Associate
National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612
510.208.0160 x341 | bbradshaw@nationalequityproject.org

ATTACHMENT A: SCOPE OF WORK WITH COSTS

SERVICE UNIT PACKAGE	Structure of Resource Team FTE Rates	Service Consumer Group	Service Delivery to Service Consumer Group	Billable Days accrued during Service Delivery to Service Consumer Group	Billable Days accrued during the Design and Development of Services and Deliverables Delivered to Service Consumer Group	COST
I. Leadership Development LEADING in C.A.O.S The Art of Navigating	2 FTE Senior Director Senior Associate	GRPS Executive Cabinet	Four Sessions Four Planning Calls Sept. 2013 – Aug 2014	4 Days Of Direct Service Delivery Group	8 Days Of Deliverable Development and Service Delivery Totalled	\$32,100
II. Strategy Management & Process Design	2 FTE Senior Director Senior Associate	Executive Racial Equity Action Leadership Team Designated by Superintendent	Five Sessions 16 Hours of Planning/Coordination Calls &/or Meetings Sept 2013 – Aug 2014	7 Days Of Direct Service Delivery	12 Days Of Deliverable Development and Service Delivery Totalled	\$50,725
III. Equity Diagnostics For Equity Decision-Making	4 FTE Senior Director 2 Senior Associates Research Analyst	Equity Executive Team & School Site Leaders	Data Collection Initiation Session 16 Hours Planning/Coordination 24 Hours Phone Conferencing One Facilitated Presentation Sept 2013 – March 2014	6 Days Of Direct Service Delivery	10 Days Of Deliverable Development and Service Delivery Totalled	\$33,250
IV. Facilitative Leadership Development Series	2 FTE Senior Associates	3 Cabinet Directors & Leadership Teams	48 Hours of Team Facilitation and Leadership Coaching Sept 2013 – Aug 2013	6 Days Of Direct Service Delivery	8 Days Of Deliverable Development and Service Delivery Totalled	\$31,000
V. Equity Leadership Development High School Leadership Cohort	2 FTE Senior Associates	Principals & Instructional Leadership Teams at Ottawa Hills High School	6 Half-Day Sessions and 12 Hours of Follow Up Coaching Sept 2013 – Aug 2014	7 Days Of Direct Service Delivery	11 Days Of Deliverable Development and Service Delivery Totalled	\$42,000
VI. Teaching & Leading for Equity Development Series	2 FTE Senior Associate Senior Coach	Principals & Instructional Leadership Teams of Foundation Partnership Network Schools	5 days Of Leadership Network Meetings Aug 2013 – Jun 2014	10 Days Of Direct Service Delivery	15 Days Of Deliverable Development and Service Delivery Totalled	\$56,000
VII. Partnership for Learning Coaching	2 FTE Senior Associate Senior Coach	Principals & Instructional Leadership Teams From Foundation Partnership Schools	10 Monthly Visits to Participating Foundation Partnership Schools Sept 2013 – Aug 2014	10 Days Of Direct Service Delivery	16 Days Of Deliverable Development and Service Delivery Totalled	\$56,300
TOTAL						\$301,375