

#494



NATIONAL
EQUITY
PROJECT

CLIENT SERVICES CONTRACT

CONTRACT SUMMARY

CLIENT: Grand Rapids Public Schools

CLIENT CONTACT: Teresa Weatherall Neal, Superintendent

NEP PROJECT LEAD: Heidi Gill, Senior Associate

PROJECT DURATION: September 1, 2014 to June 30, 2015

TOTAL CONTRACT AMOUNT: \$160,000

TERMS & CONDITIONS

This Agreement is made this 26th day of August, 2014, 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 \$160,000 for the time period September 1, 2014 to June 30, 2015. Scope of Work 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 economy 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 client satisfaction 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 California, County of Alameda. Any litigation related to or arising from this Agreement may be brought only in a state court within Alameda County, CA, or federal court located within the Northern District of California, and the parties consent to the jurisdiction of such courts.
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 Routé Chatmon 8/26/14
LaShawn Routé Chatmon, Executive 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.

Teresa Weatherall Neal 8/28/14
Teresa Weatherall Neal, Superintendent 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	NEP Resource Team FTE	GRPS Service Consumer Group	Description of Services and Deliverables to Service Consumer Group	Billable Days for Direct Delivery to Service Consumer Group	Billable Days for Design and Development of Services and Deliverables to Service Consumer Group	COST
I. District Equity Strategy Development and Process Design Racial Equity Action Leadership	3 FTE Senior Director Senior Associates Research Analyst	REAL Team Project Owner and Manager Community Stakeholders	Five REAL Team Sessions Bi-Monthly Coaching and Strategy Support to Project Manager 2 Strategy Sessions with Project Owner Four Staff/Community Engagement Sessions Deliverables: Project Charter and Strategy Document, Equity Analysis, Staff/Community Input Synthesis	13 Days Of Direct Service Delivery to Consumer Group	23 Days Of Deliverable Development and Service Delivery	\$83,000
II. Ottawa Hills Equity Strategy Development and Process Design Ottawa Hills Feeder Network (OHFN)	3 FTE Senior Director Senior Associates Research Analyst	Ottawa Hill Feeder Network OHFN Project Lead and Executive Director of High Schools Community Stakeholders	Six OHFN Sessions Monthly Coaching and Strategy Support to Project Lead 3 Strategy Sessions with Exec Director of High Schools Four Staff/Community Engagement Sessions Deliverables: Project Charter and Strategy Document, Equity Analysis, Team Collaboration Analysis, Staff/Community Input Synthesis	9 Days Of Direct Service Delivery to Consumer Group	20 Days Of Deliverable Development and Service Delivery	\$63,000
III. Team and Equity Network Leadership	1 FTE Senior Associate	Assistant Supt of Human Resources Executive Directors of Elementary and Middle Schools	Facilitation of Three Sessions with HR Department Support for Planning and Facilitation of Pilot/K-8 Network Sessions Bi-Monthly Coaching and Strategy Support to Asst Supt Bi-Monthly Coaching and Strategy Support to Exec Directors	3 Days Of Direct Service Delivery	4 Days Of Deliverable Development and Service Delivery	\$14,000
TOTAL				25 Days	47 Days	\$160,000