



PROFESSIONAL SERVICES CONTRACT

This Agreement is made this June 16, 2020, between the National Equity Project (“The Project”) and Chicago Public Schools (“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 July 1, 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
-

The expected dates of billing are:

Upon execution of this Agreement or by July 31, 2020, whichever is earlier.

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:

Client:	Client Name	Chicago Public Schools
	Attn:	Maurice Swinney
	Client address	42 W. Madison St
	City, ST, Zip	Chicago, IL 60602

The Project: National Equity Project
Attn: Finance Dept.
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 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.

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

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

Attachment A: Scope of Work

Midwest District Network: YEAR TWO

What can we learn from this moment of explosive innovation about how to create more liberatory experiences in our districts, schools and classrooms?

What future will we create by the conscious actions we take today?

As we navigate a time of unprecedented global upheaval and disruption of our basic social systems, it is imperative that the coming year is guided by resilient, humanizing, bold and innovative educational leaders (#rebelleaders). The crisis is far from over, but if we lean into learning and acting courageously now, things will never be the same again. Rebel leadership now requires that each of us SEE the system, ENGAGE and ACT differently than we ever have before.

NETWORK ASPIRATION:

Every student emerges from K-12 schooling with strong academic skills, social-emotional wellness and intelligence, a sense of agency and civic responsibility, an awareness and appreciation of their multiple identities and a broader set of competencies that equip them to be healthy, happy contributing adults who can make a positive change in the world.

ESSENTIAL QUESTION:

What do we understand about how our schools and institutions are (or aren't) creating experiences of belonging for our young people, and what is needed to ensure that our systems support engaging, meaningful, culturally sustaining responsive learning environments in which every child belongs and thrives?

NETWORK DESIGN & GOALS:

Through monthly virtual learning sessions, consultancies and collaborative inquiry, teams will engage in facilitated cross-district learning.

Where we've been...

During Year 1 (2019-2020) of our Network we:

- Formed vertical district design teams and began to learn how to work collaboratively across our roles as central office, site-based, teacher, school board, and student leaders
- Were introduced to *NEP's Leading for Equity Framework* - and learned core practices and mindsets for leading with *Equity, Complexity, Liberatory Design*
- Reviewed data and coalesced around a priority student centered equity challenge in our system
- Began using a Liberatory Design process to learn about this equity challenge; by listening to students, observing, conducting surveys, implementing Co-Pilot/Elevate, and reflecting with our colleagues and within in our design team

Where we are going...

During Year 2 (2020-2021) of our Network we will:

- Deepen our skill and implementation of Liberatory Design and collaborative inquiry processes to make progress on our student centered Equity Challenges
- Maximize and benefit from the Network's collective genius and support through public sharing of work and learning across districts



- Center students’ voices and experiences, formalize student leadership structures and implement Learning Partnerships focused on working collaboratively with students as co-designers
- Expand our influence within our districts by engaging our site and district colleagues and teams in collaborative inquiry and learning.
- Develop a strategy for and begin to influence system level decision making and policy changes based on our learning.

Year Two Outcomes

1. Each vertical **District Equity Design Team** will revisit and revise a **Team Charter** that identifies:
 - a. **Specific Student Centered Equity Challenges** that the team is taking leadership for learning about and addressing.
 - b. The % of students, teachers, site and central office leaders that will be actively engaged in the **Liberatory Design Inquiry Cycles** focused on making measurable progress on the prioritized Student Centered Equity Challenge.
 - c. The measurement process they will use, co-designed with students as indicators of increased student belonging, engagement and experience of success
2. Each team will recruit and support the participation of **at least two student leaders** as co-designers on the team.
3. Teams will document **changes made in practices and policies** at the classroom, school, and systems level in support of making progress on the equity challenge and increasing student engagement, belonging, and agency.
4. Teams will **document learning and outcomes** related to increased student engagement, belonging, and agency and progress on equity challenge.

Time Commitment:

Who?	What?	Time?
Full Network	Monthly Virtual Network Convenings <ul style="list-style-type: none"> • Network Community Building and Public Sharing of Approaches and Learning • Professional Learning Sessions responsive to Network member needs and requests • Role-Alike Affinity Groups to build leadership capacity and skill 	3 hours/month
District Equity Design Teams	Meet as a vertical team to engage in on-going collaborative inquiry using the Liberatory Design Process and focused on making progress on the team’s identified Equity Challenge. District Equity Design teams will: <ul style="list-style-type: none"> • review quantitative and qualitative data • reflect on learning • strategize and plan for engaging more site-level and central office team members in the work 	Minimum of 2 hours/month

	<ul style="list-style-type: none"> • co-design prototypes and tests of change • plan for implementation of changes • measure progress and share results 	
District Equity Design Team "Leads"	Monthly leadership coaching available to build capacity of team leaders to convene and lead the team in focused Liberatory Design and Learning Partnership processes	2 hours/month
Collaborative Inquiry - Liberatory Design Sessions with school and district colleagues.	Network participants meet monthly with collaborators, e.g., teachers engage with their site-level teacher teams; principals meet with teacher partners or other administrators, teachers meet with students, etc.	Minimum 1 hour/month

**We will distribute a draft calendar for you all to respond to before confirming dates.

Network Fees Due to generous funding support from our Foundation Partners, we are able to offer the substantially subsidized cost of \$20,000 /per district team, per year. This includes all Network Convenings and 2 hours per month of NEP Coaching Support to teams and individuals.

***Districts will be invoiced for Year 2 Network fee in July 2020.*

Attachment B: Network Additional Services

No Network Additional Services are being purchased with this Agreement

	Service	Description	Frequency	Total \$ Amount
<input type="checkbox"/>	Additional Design Team Coaching <i>2 hrs per month included in Network fee</i>	NEP provides additional coaching to District Design Teams to increase capacity of team members to engage in and lead Liberatory Design Processes. **Design Team PLUS additional staff, students, as determined by team.		
<input type="checkbox"/>	Additional Individual Leadership Coaching <i>2 hrs per month included in Network fee</i>	NEP provides 1:1 leadership development coaching to support individual leaders to apply and practice the LFE Framework within their roles in order to address and interrupt inequities in their organization and context. The NEP coaching methodology is used to support leaders to self-assess, set goals, engage in intentional practice, reflect on feedback and assess impact.		
<input type="checkbox"/>	Leadership for Equity Development Sessions, (as designated) <i>For example: New members of design team, Site Level Teams, Instructional Leadership Teams, Cabinet</i>	NEP facilitates a series of leadership development sessions with an identified leadership team to engage in collective learning and sense-making about the current state of their organization or system related to equity and identified equity challenges. Leaders receive coaching to implement the NEP Leading for Equity Framework in service of making progress on prioritized equity challenges.		
<input type="checkbox"/>	Learning Partnerships: Learning with and From Students	NEP facilitates learning sessions for an identified set of teachers/leaders in the approach and practice of designing instruction in partnership with students (processes for listening, co-designing, reflective learning in partnership) Additional support to implement Co-Pilot/Elevate and use the data gathered to co-design.		
<input type="checkbox"/>	Black Teacher Project	Black Teacher Project provides facilitated support of black teacher leadership development		
Total \$ Amount				\$0.00



NATIONAL
EQUITY
PROJECT

INVOICE

National Equity Project

1720 Broadway, 4th Floor
Oakland, CA 94612-2155

INVOICE #: INV000531
DATE: 07/31/2020
DUE DATE: 08/30/2020

TOTAL DUE: \$20,000.00

BILL TO: Chicago Public Schools - Chief Equity Office
42 West Madison St.
Chicago, IL 60602

DESCRIPTION / MEMO	AMOUNT
Midwest Network 2019-21 (Year 2) Fees	\$20,000.00

Total Due: \$20,000.00

Payment Options

ACH:



Check:

National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612

Please reference the invoice number with your payment.

Questions

For questions related to event registration and event invoices, please contact our Events Manager at events@nationalequityproject.org. For all other billing questions, please email billing@nationalequityproject.org.

Thank you for choosing to partner with the National Equity Project!