

**CONTRACT NAME: AGREEMENT BETWEEN NATIONAL EQUITY PROJECT
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: The contract is for a two-day Equity-Centered Seminar for District leaders to engage participants in leading and working toward equity. This agreement is for the 2019-2020 fiscal year.

FISCAL IMPACT: This expense for this agreement is in the 2019-2020 approved budget.



NEP SPECIAL SERVICES CONTRACT 2019-20

ORGANIZATION: Davis Joint Unified School District
CLIENT CONTACT: Dr. Rody Boonchouy, Associate Superintendent
NATIONAL EQUITY PROJECT CONTACT: Lisa M. Lasky, Managing Director
llasky@nationalequityproject.org

SERVICES RENDERED:

Date(s) Service Performed: August 13-14, 2019

Service Description:

Two-Day Equity-Centered Professional Learning Seminar – *Leading and Working Toward Equity in Complex Systems*

Materials and Resources for each participant
2 NEP Senior Staff

FEES & OTHER PAYMENTS:

Fee for Service \$14,000

INVOICING SCHEDULE: Client will be invoiced in full (\$14,000) upon completion of the seminar.

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

1. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and will provide National Equity Project with current data on school demographics, enrollment, staffing, and student achievement.
2. 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. All institute or seminar registration pre-payments will be invoiced in the first month of the contract period. All other services and related fees or expenses will be billed in monthly equal installments over the contract period unless the CLIENT and The Project have otherwise agreed in writing to an alternate payment schedule.
3. 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 will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment for additional services 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.

4. CLIENT agrees to indemnify, defend with counsel approved by The Project, 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.

5. 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.

6. 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: Rody Boonchouy, Instructional Services
Contact Name/Department

Davis Joint Unified School District
Client Name

526 B Street
Client Address

<u>Davis</u>	<u>CA</u>	<u>95616</u>
City	State	Zip

THE PROJECT: National Equity Project
Attn: Finance Department
1720 Broadway, 4th Floor
Oakland, CA, 94612

7. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of California. 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.

8. 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.

9. 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.

10. 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:

Lisa M. LaSoy
SIGNATORY NAME

3/11/19
Date

CLIENT:

I, Bruce E. Colby, do hereby attest that I am authorized to sign this National Equity Project Special Services Contract on behalf of Davis Joint Unified School District.

Chief Business Officer

Signature: _____

Title _____

Date _____