

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

BRIEF DESCRIPTION OF CONTRACT: The contract is for a two day institute for District leaders to engage participants in collaborative learning. This agreement is for the 2018-2019 fiscal year.



PROFESSIONAL SERVICES CONTRACT

Contract Summary

Client: Davis Joint Unified School District

Client Contact: Bruce Colby , Chief Business and Operations

NEP Project Lead: Stephen Change

Project Duration: July 1, 2018 – August 31, 2018

Contract Amount: \$13,000.00 not including materials (LFE Resource Guide @\$20.00 ea)

Contract Agreement

This Agreement is made this March 23, 2018, between the National Equity Project (“NEP”) and **Davis Joint Unified School District** (“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 Attachment A, “Scope of Work,” in exchange for total payment of **\$13,000.00** for the time period **July 1, 2018 – August 31, 2018**. This may be amended in writing or supplemented with subsequent estimates for services to be rendered by The National Equity Project and agreed to by the CLIENT.
2. During the term of this Agreement, **services will be billed 50% of the contract value to (CLIENT) July 1, 2018 and the remaining 50% of services will be billed the end of the contract along with the LFE Resource Guide @ \$20.00 ea (August 31, 2018)**. CLIENT will pay NEP within 30 days of invoice date. If payment is not received within 30 days of the invoice date, the account will be deemed delinquent.
3. CLIENT will reimburse NEP for all reasonable out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. CLIENT agrees to reimburse NEP 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.
4. When Scope of Work includes registration for The National Equity Project open-registration events, upon contract signature The National Equity Project will provide CLIENT with a unique registration code or other registration process. It is the responsibility of the CLIENT to register their staff; any unused registrations will be forfeited. Pre-paid registrations are transferable but non-refundable.

5. Should CLIENT seek services beyond the Scope of Work from The National Equity 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:

6. CLIENT will allocate appropriate time and human resources to permit NEP to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The NEP events, hosting and/or attending site visits and peer reviews, and sharing information with audiences as appropriate.
7. CLIENT will participate in The 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 data on school demographics, enrollment, staffing, and student achievement.
8. CLIENT agrees to indemnify, defend, and hold harmless The National Equity 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 National Equity Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
9. 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.

National Equity Project Agreements:

10. The National Equity Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
11. The National Equity Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The National Equity Project, The National Equity Project will present CLIENT with a report outlining work completed through the date of termination.

Mutual Contract Agreements:

12. 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: Davis Joint Unified School District
Attn: Bruce Colby , Chief Business and Operations
526 B Street
Davis, CA 95616
530-757-5300 ext. 144
rboonchuoy@djusd.net

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. **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.
16. **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

Please direct event registration information and questions to:

Client Event Registration Contact:


Contact Name _____ Title _____
Phone number _____
Email _____

NEP Event Registration Contact:

Dana Fitchett, Events Manager
events@nationalequityproject.org

SIGNATURES

National Equity Project:



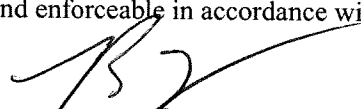
Stephen Chang

3/23/2018

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.



Bruce Colby, Chief Business and Operations

4/3/18

Date

Scope of Work:

PROJECT COST

Proposed Services	Deliverables	Cost
Leading For Equity Institute <ul style="list-style-type: none">▪ Facilitate a two-day institute for district leaders drawn from our Leading For Equity curriculum▪ Engage participants in collaborative learning and reflection on race, identity, systemic oppression, negative stereotype, opportunity and belonging	Two-Day Leading For Equity Institute 2 NEP Facilitators <i>Proposed Dates: 8/9 to 8/10</i>	\$13,000
TOTAL		\$13,000
Leading For Equity Resource Books		\$20 per person

Project fees include planning and local travel, materials development and production, and reflection and debriefing.