



PROFESSIONAL SERVICES CONTRACT

This professional services contract ("Contract") is between **Gresham Barlow School District** ("GBSD") and the **Center for Equity and Inclusion** ("CEI").

Recitals:

This contract outlines CEI's role as a professional services provider for GBSD, the scope of which has been mutually agreed upon by GBSD and CEI. CEI services will include, but are not limited to, the projects listed under Exhibit A.

Contract:

1. Scope of CEI Services

- a. CEI shall provide GBSD services outlined in Exhibit A.
- b. Changes in Scope
 - i. Changes in the project scope/objectives or changes to items that were previously approved by GBSD may constitute a change order. Change orders will be scoped and bid as additional projects. Turnaround time for change orders will be subject to CEI's resource availability. In the event that work stoppage is unavoidable—due to delay by GBSD in providing instruction, input, documentation, or feedback needed to carry out work outlined in this contract — CEI reserves the right to revisit the project schedule and to treat the new schedule as a change order.

2. Scope of GBSD Services

- a. To assist CEI in carrying out CEI's obligations hereunder, GBSD shall perform the following services:
 - i. Provide reasonable access to information and staff resources as necessary to perform services as outlined in the Attachment A: Scope of Work.

3. Effective and Review Dates

- a. This contract shall be effective upon signing until 07/31/20
- b. All training and follow up session dates may be amended upon agreements of both parties.
- c. Any change in training and follow up session dates that are mutually agreed upon by both parties does not alter or amend the invoicing and payment procedure outlined in section 5a and 5b.

4. Termination



- a. Either party may terminate this agreement at any time if:
 - i. Either party materially breaches any of its obligations hereunder and such breach has not been cured within thirty (30) days of written notice specifying the nature of the breach provided, however, that if the same breach occurs twice in any one (1) month period, the foregoing opportunity to cure shall not apply to the second occurrence of any such breach at the non-breaching party's sole option.
 - ii. Any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankruptcy.

5. Invoice and Payment Procedure

- a. GBSD shall pay CEI for work performed totaling \$25,260
- b. GBSD agrees to the following invoice schedule:
 - i. The first invoice in the amount of \$12,630 will be issued upon contract signing or by November 31, 2019 whichever comes first.
 - ii. A second and final invoice in the amount of \$12,630 will be issued upon completion of the follow up sessions or by April, 30, 2020, whichever comes first.
- c. GBSD is not liable for CEI's salary withholdings or any other benefits.
- d. CEI shall submit to GBSD an invoice according to the terms of Section 5a and 5b.
- e. GBSD shall process payment in its normal course and manner for accounts payable, not to exceed thirty (30) days from the date of billing with the exception of the commencement invoice which is due upon receipt.
- f. GBSD shall promptly notify CEI in writing of any disputes and the parties will use their best efforts to resolve the dispute expeditiously.
- g. No other expenses are included. Any other expenses must be pre-approved by GBSD.

6. Applicable Law

- a. GBSD is not liable for CEI's salary withholdings, insurance costs, or other legally required payments related to his/her status as an independent contractor. CEI employees are not an employee of GBSD and are therefore not eligible to participate in any of GBSD's employee benefits programs. The only consideration payable by GBSD to CEI is for the services specified in Exhibit A.



- b. This contract shall be construed and enforced in accordance with, and the validity and performance of it shall be governed by the laws of the State of Oregon.

7. Confidentiality

- a. During the course of this contract, both parties may be given access to certain proprietary or other confidential information or materials including any information not publicly available. Both parties agree that all such confidential or proprietary information shall not, at any time, be used by their employees, affiliates or agents for any purpose other than the execution of this agreement, unless agreed upon by both parties.

8. Intellectual Property

- a. GBSD and CEI agree that neither party has any rights whatsoever in, or to, any trademarks, trade names, copyrights, names, logos or other intellectual property of the other party and will not use, or cause, or allow others to use the same or any variations thereof without the prior express written permission of the other party.

9. Ownership

- a. All existing materials which belong to CEI and modifications to those existing materials are and shall remain the exclusive property of CEI. Ownership of all new materials created by CEI specifically for GBSD as part of this engagement, and which constitutes deliverables to GBSD under this engagement (“Deliverables”) is assigned by CEI to GBSD. GBSD grants CEI a license to make use of the Deliverables, so long as such use does not violate the confidentiality of GBSD. Without limitation, CEI shall have the right to use the Deliverables to: (1) market CEI’s services to other potential clients; and (2) to create materials for other clients.

10. Indemnity

- a. GBSD agrees to indemnify, defend, and hold CEI harmless from all claims or actions arising out of its own gross negligence, unauthorized release of confidential information, or infringement of intellectual property. CEI agrees to indemnify, defend, and hold GBSD harmless from all claims or actions arising out of its own gross negligence, unauthorized release of confidential information, or infringement of intellectual property.
- b. Neither party will incur any liability to the other party resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is



caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party.

11. Limitation of Liability

- a. Notwithstanding anything to the contrary herein, in no event shall GBSD or CEI be liable to the other for any incidental, indirect, special, consequential, punitive or exemplary damages, lost profits, lost sales or anticipated orders, or damages for loss of goodwill under this agreement, even if a party was informed or knew or should have known of the possibility of such damages or loss, except for: (i) damages or losses arising from third party indemnity liability, (ii) damages or losses arising from a party's willful misconduct, gross negligence or reckless conduct, (iii) damages to tangible physical property, real or personal, or (iv) bodily injury. This limitation applies regardless of whether such damages, claim or loss are sought based on breach of contract, breach of warranty, negligence, strict liability, misrepresentation, or any other legal or equitable theory.

12. Attorney's Fees

- a. In the event that suit or action is filed to enforce the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. Designated Contact Person

- a. GBSD's Designated Contact Person: James Hiu, Deputy Superintendent/Human Resources
- b. CEI's Designated Contact Person: [Shafina Fazal-Gardner, shafina@ceipdx.org

14. Contractor Responsibilities

- a. CEI agrees that we represent GBSD in the fulfillment of this Contract and will maintain confidentiality regarding input received from GBSD and other associated organizations.
- b. In the fulfillment of the Professional Services Contract, CEI agrees not to discriminate against any person or group of persons on the basis of race, color, religion, sex, national origin, handicap, sexual orientation, or familial status.



CONTRACTOR:

Center for Equity and Inclusion, LLC

81-0751262

EIN

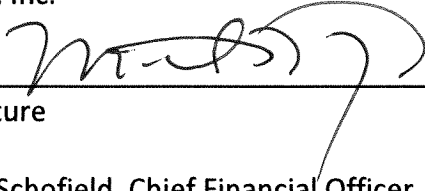
Signature

Date

Shafina Fazal-Gardner, Director
PO Box 12188
Portland, OR 97212

COMPANY:

GBSD, Inc.



Signature

12/4/19

Date

Mike Schofield, Chief Financial Officer
Gresham-Barlow School District
503-261-4599



Exhibit A

Center for Equity and Inclusion (CEI) is a specialized diversity, equity and inclusion consulting firm committed to supporting organizations and systems in eliminating disparities and creating equitable and inclusive work cultures. It is because of our commitment to long-term transformative processes that we are excited to partner with Gresham-Barlow School District in their efforts to create and foster an equitable and inclusive culture throughout the district; beginning the work with their leadership team.

To support this endeavor, CEI will provide a series of learning sessions that Leadership will engage in. The focus of these sessions will be on building a collective foundation for equity and inclusion (agreements, definitions, framework and equity lens) as well as cultivating a shared will, culture identify and capacity as leaders to sustain transformative work.

The following are core components to the services that CEI will provide:

Equity Foundation Training - two, 4-hour training sessions focused on growing a connection and commitment to diversity, equity, and inclusion and building the foundational knowledge required for transformative work to begin.

Leadership Team Follow Up Sessions: Five, two-hour learning sessions for Leadership to continue equity efforts.

Consultation: CEI will be available for up to 10 hours to provide coaching and 1:1 consultation as needed. Additional hours are billed at an hourly rate.

Project Fees

Pilot Cohort Cost (Central Office)	\$21,050
- Equity Foundations Training	
- Leadership Follow Up Sessions	
- Coaching/Consultation	
- Project Mgnt/Internal Planning	
Admin Fees	\$4,260
Total	\$25,260

Hours spent in excess of what is allocated above are billed at an adjusted hourly rate of \$275 per facilitator.