



PROFESSIONAL SERVICES CONTRACT

This professional services contract ("Contract") is between **Multnomah Education Service District** ("MESD") and the **Center for Equity & Inclusion** ("CEI").

Recitals:

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

Contract:

1. Scope of CEI Services

- a. CEI shall provide MESD services outlined in Attachment A: Scope of Work.

2. Scope of MESD Services

- a. To assist CEI in carrying out CEI's obligations hereunder, MESD shall perform the following services:
 - i. Ensure School Board's active engagement as participants.
 - ii. Provide reasonable access to information and 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 July 31, 2018.
- b. All training and follow up session dates may be amended upon agreements of both parties. Changes made outside of the timeframe stated in 3a or scope must be made in writing as an amendment to this Contract and signed by both CEI and MESD.

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. MESD shall pay CEI for work performed totaling \$9,500.00
- b. MESD agrees to pay CEI:
 - i. an installment of \$5,000.00 upon execution of this contract.
 - ii. an installment of \$4,500.00 on or by July 31, 2018.
- c. MESD is not liable for CEI's salary withholdings or any other benefits.
- d. CEI shall submit to MESD an invoice according to the terms of Section 5a and 5b.
- e. MESD shall process payment in its normal course and manner for accounts payable, not to exceed thirty (30) days from the date of billing.
- f. MESD 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 MESD.

6. Applicable Law

- a. MESD 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 MESD and are therefore not eligible to participate in any of MESD's employee benefits programs. The only consideration payable by MESD to CEI is for the services specified in the Scope of Work (Attachment 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. MESD 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 MESD as part of this engagement, and which constitutes deliverables to MESD under this engagement (“Deliverables”) is assigned by CEI to MESD. MESD grants CEI a license to make use of the Deliverables, so long as such use does not violate the confidentiality of MESD. 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. MESD agrees to indemnify, defend, and hold harmless CEI, and their respective officers, directors, employees, members, managers, shareholders, agents, legal representatives, subsidiaries, affiliates, successors and permitted assigns (the “Indemnified Parties”) from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys’ fees and expert witness fees) (collectively, “Liabilities”), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of Liabilities, including, but not limited to, Liabilities arising from claims for intellectual property infringement, breach of MESD’s obligations, representations or warranties under this Agreement, bodily injuries (including death) to any person, damage to any property, real or personal (public or private), or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by or arise out of the acts or omissions of MESD or its employees, subcontractors, agents or representatives in any way relating to the performance of their obligations pursuant to this Agreement. MESD shall be responsible for and pay CEI’s reasonable attorneys’ fees and costs incurred in any proceeding, including mediation and/or arbitration or appeal thereof, where CEI successfully enforces its rights under this indemnity provision.
- b. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, CEI shall indemnify, reimburse, hold harmless and defend MESD, its employees, officers, directors and agents from and against all



claims, losses, costs and expenses to the extent arising out of or related to CEI's work, including but not limited to any claims against MESD asserted by an employee of CEI. Without limiting the survivability of any other provision, CEI's obligations under this section shall survive the expiration or termination of this contract.

- c. 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 MESD 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. Designated Contact Person

- a. MESD's Designated Contact Person shall be Sam Breyer, Superintendent of Multnomah Education Service District
 - i. Contact info: sbreyer@mesd.k21.or.us, (503) 257-1504

13. Contractor Responsibilities

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



CONTRACTOR: Center for Equity & Inclusion, LLC 81-0751262
EIN

Signature Date

Hanif Fazal, CEO
PO Box 12188
Portland, OR 97212

COMPANY: Multnomah Education Service District

Sam Breyer

Signature February 20, 2018
Date

Sam Breyer, Superintendent of Multnomah Education Services District
11611 NE Ainsworth Circle
Portland, OR 97220



ATTACHMENT A: SCOPE OF WORK

REGIONAL SCHOOL BOARD FOLLOW UP TRAININGS

After an initial regional school board kick off on how to live their district equity policies (by Deborah Keyes), CEI, in partnership with MESD, would offer a series of follow up trainings to those board members interested in a deeper dive into regional equity collaboration.

A. Follow Up Trainings

- i. Focus: Foundational equity concepts, common language, how equity moves at a systems level, how to work collectively for educational equity, establishing collective regional goals, how to live our district equity policies
- ii. 20 participants
- iii. 1 day long launch
- iv. 3 half-day follow ups
- v. CEI attend the Deborah Keyes event to ensure cohesion