

PERSONAL SERVICES AGREEMENT
BETWEEN
MULTNOMAH EDUCATION SERVICE DISTRICT
AND
CENTER FOR EQUITY AND INCLUSION

This Agreement is between Multnomah Education Service District, hereinafter “MESD” and Center for Equity and Inclusion, hereinafter “Provider” (and collectively “the parties”).

The parties mutually agree as follows:

Purpose. Provider to provide Equity Training and Consultation for Regional School Boards. Provider shall perform the work described in Attachment 1 (Scope of Work).

Term of Agreement. The initial Agreement term shall begin on the date it has been fully executed by all parties or by February 10, 2020, whichever is earlier. Unless extended or terminated in accordance with its terms, this Agreement shall terminate on December 31, 2021 or when MESD accepts Provider’s completed performance as described in Attachment 1, whichever occurs first.

Payment for Work. Provider’s total compensation shall not exceed \$69,765, unless this Agreement is amended according to its terms. MESD shall not make any payments until this Agreement is fully executed by the Parties. Specific tasks are depicted in Attachment 1 and shall be delivered by Provider once this Agreement has been executed. Provider shall submit invoices for services rendered, but shall not issue invoices prior to performance of service. MESD shall remit payment within 30 calendar days of receipt of invoice(s), but shall not make payment prior to performance and receipt of invoice.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** This Agreement does not establish an agency relationship between MESD and Provider and both entities affirm that each is an independent contractor.
2. **Subcontracts and Assignment; Successors and Assigns.** Neither party shall subcontract or assign any part of this Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of MESD shall be void. The provisions of this Agreement are binding and inure to the benefit of the parties, their respective successors, and permitted assignments, if any.
3. **Early Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a) Mutual. MESD and Provider may terminate this Agreement at any time by mutual written agreement.
 - b) MESD’s Sole Discretion. MESD in its sole discretion may terminate this Agreement for any reason by giving 30 calendar days’ written notice to Provider.

- c) **Breach.** Either party may terminate this Agreement in the event of a material breach by the other party. To be effective, the party seeking termination must give the other party written notice of the material breach, what actions the party seeking termination wants the other party to take/complete in order to cure the material breach, and of its intent to terminate if the material breach is not cured within 15 calendar days. The breaching party shall give the non-breaching party written notice of the actions it took/takes to cure the material breach before the 15 calendar days to cure expires. If the breaching party does not entirely cure the material breach within 15 calendar days from the date of the notice from the non-breaching party, this Agreement shall automatically terminate, unless the parties mutually agree in writing to extend the timeline to cure.
 - d) Termination by either party shall not constitute a waiver of any claim either party may assert against the other party under the terms of this Agreement. MESD shall not be liable for indirect or consequential damages arising or resulting from early termination of this Agreement. In the event of early termination, each party remains responsible for paying the other party for all work satisfactorily performed prior to the termination date.
4. **Work Performed on MESD Property.** At all times when Provider or Provider's employees, agents, subcontractors, or officers are present on MESD property or other location(s) for the purpose of providing service(s) under this Agreement, Provider and Provider's employees, agents, subcontractors, and officers must sign in at the location's main office to receive an in-school/building identification/visitor's badge and display the badge on their person at all times.
5. **Insurance.** Unless otherwise specified in a solicitation document (if applicable), or otherwise amended pursuant to the terms of this Agreement, at all times while providing services under this Agreement Provider shall maintain in force, at Provider's expense, insurance coverage at least equal to the value of this Agreement and the following insurance coverage(s):
- a) **Workers' Compensation.** As required by ORS 656.017, subject employers shall provide Workers' Compensation coverage in accordance with ORS Chapter 656 for all subject workers (unless exempt under ORS 656.027 or 656.126) and shall submit a certificate of insurance to MESD showing proof of coverage. If Provider claims to be exempt, Provider shall complete and provide a Workers' Compensation Exemption Certificate on a form provided by MESD in lieu of providing a certificate of insurance.
 - b) **Professional Liability/Errors & Omission ("E&O").** If Provider is performing services that require a state license, then Provider shall maintain professional liability/E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$3,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Agreement is completed or otherwise terminated according to its terms. If Provider is performing services that do not require a state license, then-Provider does not have to maintain professional liability/E&O insurance.
 - c) **General Liability.** Provider shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of at least \$2,000,000 for bodily/personal injury and property damage, with an annual aggregate limit of at least \$3,000,000. Provider's general liability insurance must include contractual liability coverage.

- d) **Certificate(s) of Insurance.** This Agreement is not binding and the Provider will not commence work until MESD receives certificate(s) of insurance (mailed from Provider's insurance carrier(s) directly to MESD) demonstrating that Provider meets all of the insurance requirements in this Agreement. Each certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days deductible or retention level. For general liability coverage, the certificate shall also provide that MESD, its agents, officers, and employees are named additional insureds with respect to Provider's services provided under this Agreement.
6. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct MESD supervision. As required by ORS 181.534 and 326.603, Provider shall ensure that Provider's employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any MESD school or other MESD location(s). Provider will work with MESD to ensure compliance with this requirement. When unsupervised contact with students is required under a contract with MESD, before any work begins under this Agreement Provider shall ensure, at Provider's expense, that any person Provider assigns to perform services under the contract meets all State of Oregon and MESD criminal background check requirements.
7. **Access to Records.** Each party shall have access to the books, documents and other records of the other party which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
8. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party.
9. **FERPA Re-disclosure.** The parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the parties in the performance of this Agreement may not be disclosed or re-disclosed to third parties without the written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement.
10. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Agreement and all regulations and administrative rules established pursuant to those laws.
11. **Indemnity and Hold Harmless.** Provider shall defend, save, hold harmless, and indemnify MESD, its Component Districts and MESD's and the Component District's officers, employees, agents, and volunteers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including reasonable attorney fees) resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Agreement. MESD's and the Component Districts' liability is subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300).

12. **Licenses.** At all times during the term of this Agreement Provider represents that it has any and all currently required licenses, certifications or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement.
13. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
14. **Remedies.** In case of Provider's breach and in addition to the provisions of paragraphs 11, 15 and 16 of this Agreement, MESD shall be entitled to any other available legal and equitable remedies. In case of MESD's breach, Provider's remedy shall be limited to termination of this Agreement and receipt of payments to which Provider is entitled for services performed prior to the effective termination date.
15. **Attorney Fees.** The parties agree that if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time, rates, and charges generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.
16. **Liquidated Damages.** At MESD's sole discretion, where Provider does not fully perform all of its obligations under this Agreement in a timely manner by the termination date listed on page one of this Agreement or later termination date if properly extended according to the terms of this Agreement ("termination date"), Provider may be responsible for liquidated damages in the amount of \$50 per calendar day that passes beyond the termination date. It is mutually understood and agreed that Provider's failure to fully perform in a timely manner will result in damages and inconvenience sustained by MESD; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or a forfeiture for Provider's breach. MESD may deduct any assessed liquidated damages from any payments otherwise due to the Provider.
17. **Notices.** All notices or demands of any kind required or desired to be given by MESD or Provider must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below.
18. **Governing Law.** This Agreement and all rights, obligations, and disputes arising out of it shall be governed by Oregon law without regard to any conflict of law provisions. All disputes and litigation arising out of this Agreement shall be brought and conducted in the Circuit Court of Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. PROVIDER AGREES TO THE JURISDICTION OF THESE COURTS.
19. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, other than those contained in this Agreement and its attachment(s). This Agreement and its attachment(s) hereto together constitute the entire agreement between the parties (listed in order of descending

precedence): (1) This Agreement less exhibits, (2) Exhibit 1 (Scope of Work), (3) MESD RFP/RFQ/ITB (if applicable), and (4) Provider Proposal/Quote/Response/Offer (if applicable).

20. **Force Majeure.** Neither MESD nor Provider shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than MESD.
21. **Ownership of Work Product.** Any and all goods and services developed for MESD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of MESD. Provider hereby irrevocably assigns to MESD all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Provider forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.
22. **Representations.** Provider represents and warrants to MESD that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.

23. **Provider Duties.** Provider is responsible for the following:

- a) Verification of Eligibility to Work. Provider agrees to verify that any and all employees, officers, subcontractors, and agents assigned to provide service(s) to MESD under this Agreement are authorized to work in the United States. Provider agrees that any and all employees, officers, subcontractors, and agents assigned to provide service(s) to MESD will be continuously authorized to work in the United States for the duration of any assignment. Provider shall immediately notify MESD and terminate the employment of any employee it determines or discovers is not authorized to work in the United States. Provider assumes full responsibility for compliance with any and all United States Department of Labor and United States Citizenship and Immigration Services statutes and regulations governing the ability of Provider to employ third parties, including but not limited to, third parties who are not citizens or lawful permanent residents of the United States.
- b) Qualifications. Provider warrants that its employees, officers, subcontractors, and agents assigned to perform service(s) under this Agreement will have the required qualifications and licenses to perform their normal professional duties. Upon request, Provider will provide MESD with additional information concerning Provider's employees', officers', subcontractors', and agents' qualifications and expertise to assist MESD in conforming with internal rules and policies. Provider's employees, officers, subcontractors, and agents will comply with all Federal and State rules and regulations.
- c) Employment Policies Training. Provider will at all times maintain and distribute to all staff employment policies that are consistent with current federal and state labor and employment laws. Provider is responsible for ensuring that all staff are aware of its employment policies and are provided discrimination and harassment training which includes specific information about how an employee is to report discrimination or harassment. Provider will, upon request, provide MESD with documentation evidencing such training.

24. **Nonwaiver.** The waiver by MESD of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision.

25. **Responsibility for Taxes and Withholding.** Provider shall be responsible for all federal and/or state taxes applicable to compensation paid to Provider under this Agreement. MESD will not withhold from such compensation any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation paid to Provider under this Agreement.

26. **Funding.** This Agreement is subject to availability of MESD appropriated funds. If payment for work/service under this Agreement extends into the MESD's next fiscal year, MESD's obligation to pay for work/service under this Agreement is subject to future budget appropriations. MESD reserves the right to adjust the work/service provided for in this Agreement or terminate this Agreement by giving at least three (3) calendar days' written notice to the Provider if there are insufficient or no appropriations to fund this Agreement. Agreements funded pursuant to a grant or other outside source are at all times subject to the availability of the grant or other outside source.

27. **Employee, Agent, Subcontractor, Officer Removal.** Provider will immediately remove any Provider employee, agent, subcontractor, or officer from performing any service(s) under this Agreement upon receipt of notification that MESD determined, in MESD's sole discretion, that removal of the employee, agent, subcontractor, or officer is in MESD's best interest.

28. **Provisions Required by Statute:**

- a) **Payment of Laborers.** Provider shall comply with ORS 279B.220 relating to the payment(s) of laborers.
- b) **Payment for Medical Care.** Provider shall comply with ORS 279B.230 relating to payment(s) for medical care.
- c) **Hours of labor.** Provider shall comply with Oregon employment laws ORS 279B.020(5), 279B.235(3), 279B.235(5), and 279C.540(6), relating to hours of labor (i.e. maximum hours, exemption, notice to employees).

29. **Handwritten Revisions.** Handwritten revisions made to this Agreement, which are not initialed and dated by both parties, shall be deemed to have been rejected.

30. **Joint Authorship.** Provider has reviewed this Agreement and negotiated for change to any language that Provider found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either party.

31. **Headings.** The headings of this Agreement are not intended to be used as tools of construction and are provided for convenience only.

32. **Singular and Plural.** Words used in the plural shall also be interpreted to include the singular, and words used in the singular shall also be interpreted to include the plural.

33. **Time Is of the Essence.** Time is of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its attachments.

34. **Variations, Modifications, and Amendments.** This Agreement shall not be varied, modified, or amended except by an express writing containing the terms of the variation, modification, or amendment that has been signed by all parties.


PROVIDER UNDERSTANDS THAT:

- (1) Payment for service(s) rendered will be withheld until MESD is furnished with a Provider Social Security Number or Federal Tax ID Number.
- (2) Willfully falsifying certification may subject the Provider to legal action.
- (3) This Agreement is not binding, and the Provider will not commence work until the MESD receives (a) A completed copy of this Agreement with all signature blocks completed below; (b) A completely filled out W-9 form; and (c) Certificate(s) of Insurance demonstrating that Provider meets the insurance requirements in this Agreement.

I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.

THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED

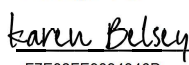
The Parties hereby acknowledge the foregoing as the terms and conditions of their Agreement.



Sam Breyer, MESD Superintendent

3.30.2020

Date

DocuSigned by:


F7E82EE9834846D
Karen Belsey, CEI Director of Operations

3/30/2020

Date

ATTACHMENT #1
Description and Terms of the Work to be Performed

CEI shall be responsible for the delivery of the following:

1. Establishment of Regional Board Equity Team (RBET), comprised of representatives from each board, that:
 - a. Regularly uses common language and identifies instances when and where structural racism exists in district policy and practice
 - b. Continues to build skills needed to be equity champions
 - c. Develops Regional Equity Plan that includes goals, strategies, milestones and timelines associated with implementation
 - d. Advocates for board endorsement of regional equity plan once developed
 - e. Assesses RBET member comfort and skill at being equity champions

2. Cultivating, sustaining and empowering Board Members of Color (BMOC) by
 - a. Providing space and support for BMOC to support each other in remaining engaged and navigating challenges associated with being a BMOC.
 - b. Supporting greater connection and alignment with superintendents and other board members related to racial equity framework and Racial Equity Plan through training.
 - c. Gathering and sharing out BMOC reported accesses to space and support for remaining engaged and navigating challenges.
 - d. Gathering and sharing BMOC levels of connection and alignment with superintendents and other board members.

3. Supporting District Superintendents with
 - a. Building common language and trained on racial equity framework
 - b. Connecting and aligning with RBEC, its process, progress and Regional Equity Plan as demonstrated by superintendents self-reporting increased level of connection and alignment with RBEC, it process progress and Regional Equity Plan
 - c. Supporting in leading for equity with school boards and navigating situations and challenges that will arise with equity advancement efforts.
 - d. Participating in one or more joint RBET and Superintendents meetings

4. Providing board members from Centennial, David Douglas, Gresham Barlow, MESD and Parkrose, and Reynolds school boards with equity training

Year 1

Activity	Staff	Hours	Rate	Total	Description of Services
Regional Ed Consortium	Lead	20	250	5000	five 3-hour sessions + one hour of planning per session
	Co	20	175	3500	
Total Regional Ed Consortium				8500	
Superintendent Sessions	Lead	24	250	6000	three 90 minute cohort work sessions with District superintendents + 30 min of planning/session + (3 hours of 1:1 coaching/superintendent/year x 6 superintendents)
	Co	24	175	4200	
Total Superintendent Sessions				10200	
Board Training Sessions	Lead	20	250	5000	2 x 8 hour board training + 2 x 2 hours planning
	Co	20	175	3500	
Total Board Training Sessions				8500	
Coaching and Coordination	Combo	12	212	2544	12 hours of Misc Coaching & Coordination
Total Coaching & Coordination				2544	
Total Facilitation				29744	
Misc			0.008	238	local travel related expenses and other misc
Program Cost				29,982	
Admin			15%	4497	
Total Program Cost				34,479	

Year 2

Activity	Staff	Hours	Rate	Total	Description of Services
Regional Ed Consortium	Lead	20	250	5000	five 3-hour sessions + one hour of planning per session
	Co	20	175	3500	
Total Regional Ed Consortium				8500	
Superintendent Sessions	Lead	24	250	6000	three 90 minute cohort work sessions with District superintendents + 30 min of planning/session + (3 hours of 1:1 coaching/superintendent/year x 6 superintendents)
	Co	24	175	4200	
Total Superintendent Sessions				10200	
Board Training Sessions	Lead	20	250	5000	2 x 8 hour board training + 2 x 2 hours planning
	Co	20	175	3500	
Total Board Training Sessions				8500	
Coaching and Coordination	Combo	12	212	2544	12 hours of Misc Coaching & Coordination
Total Coaching & Coordination				2544	
Total Facilitation				29744	
Misc			0.008	238	local travel related expenses and other misc
Program Cost				29,982	
Admin			15%	4497	
Total Program Cost				34,479	

