



**Statement of Work #1  
Between  
NWEA and Newport Independent School District**

This Statement of Work ("SOW") No. 1 is by and between **NWEA** and **Newport Independent School District ("Partner")** and is governed by the terms and conditions of the Consulting Services Agreement located at [https://legal.nwea.org/consulting-services-agreement\\_partner.html](https://legal.nwea.org/consulting-services-agreement_partner.html) and Supplemental Terms located at [https://legal.nwea.org/supplemental-terms\\_sis.html](https://legal.nwea.org/supplemental-terms_sis.html) (collectively, the "Agreement") and is effective as of July 1, 2022, (the "Effective Date"). In the event of a conflict between the terms of this SOW and the Agreement, the SOW shall control. All capitalized terms used herein shall have the same meanings as set forth in the Agreement. With respect to this SOW, NWEA and Partner agree to the following:

1. **Purpose.** NWEA uses a comprehensive School Improvement process (the "Services") to provide sustainable change and improvement over time to the school district ("Partner"). The Services are aligned to the evidence-based 5Essentials Framework, developed by UChicago Impact, outlining the five organizational conditions needed to improve schools: Ambitious Instruction, Effective Leaders, Collaborative Teachers, Supportive Environment, and Involved Families.
2. **Term.** NWEA's Services shall commence on July 1, 2022 and shall terminate on June 30, 2025 unless the SOW is otherwise terminated, changed, or amended in accordance with the Agreement.
3. **Scope of Work.** The Scope of Work is further described in Exhibit 1 which is attached hereto.
4. **Permitted Subcontractors.** NWEA may, in its discretion, co-deliver various portions of the 5Essentials Professional Learning Services with UChicago Impact staff.
5. **Deliverables; Pricing.** The deliverables and pricing associated with this SOW are set forth in the table below. The project schedule for this SOW is attached as Exhibit 1



### Pricing Summary - Year 1

Service	Delivery	Package	Unit Cost	Quantity	Total
<b>Needs Assessment Services Package</b>			\$15,000	1	\$15,000
Launch Assessment (collection, analysis, reporting)	Onsite	3			
5Essentials Survey - School*	Web-based	3			
5Essentials Web-Based Learning (Orientation / Scoring)*	Web-based	3			
<b>5Essentials Foundations Professional Learning</b>					
Understanding the 5 Essentials	Onsite		\$2,100	1	\$2,100
Data & Root Cause Analysis	Onsite		\$2,100	1	\$2,100
<b>Program Progress Reporting and Consultation</b>					
Impact Report - Quarterly	Electronic				
System Advising - Virtual	Virtual		\$500	6	\$3,000
<b>Leadership Coaching</b>					
Leadership Coaching Onsite (Full-Day Rate)	Onsite		\$4,200	120	\$504,000
<i>Includes One-on-One mentoring of data and root cause, school improvement</i>					
<b>5 Essentials - Additional Content Areas</b>					
Foundation Series: Building Adult Trust (Onsite Up to 30/3 hrs)			\$2,100	1	\$2,100
Foundation Series: Building Adult Trust (Virtual Up to 30/2 hrs)			\$1,500	1	\$1,500
SI Improvement & Implement Planning (Virtual Up to 30/2 hrs)			\$1,500	1	\$1,500
<b>General Professional Learning</b>					
LT: Leading Collaborative Inquiry Cycles (Onsite) I			\$2,100	1	\$2,100
TT: Engage in Collaborative Inquiry Cycles (Onsite) I			\$2,100	1	\$6,300

\* Provided by Uchicago Impact, LLC (i.e., University of Chicago)

**SUB TOTAL:** \$542,200  
 20%  
**Included Discounts- TOTAL:** \$433,760

### Pricing Summary - Year 2

Service	Delivery	Package	Unit Cost	Quantity	Total
<b>5Essentials Survey Package</b>			\$6,000	1	\$6,000
5Essentials Survey - School*	Web-based	3			
5Essentials Web-Based Learning (Orientation / Scoring)*	Web-based	3			
<b>Program Progress Reporting and Consultation</b>					
Impact Report - Quarterly	Electronic				
System Advising - Virtual	Virtual		\$500	6	\$3,000
<b>Leadership Coaching</b>					
Leadership Coaching Onsite (Half-Day Rate)	Onsite		\$2,100	120	\$252,000
<i>Includes One-on-One mentoring of data and root cause, school improvement</i>					
<b>5 Essentials - Additional Content Areas</b>					
Evaluating & Adjusting (Onsite Up to 30/3 hrs)			\$2,100	1	\$2,100
Foundation Series: Fostering Supportive Environments (Onsite Up to 30/3 hrs)			\$2,100	1	\$2,100
Foundation Series: Role of Teacher Influence (Onsite Up to 30/3 hrs)			\$2,100	1	\$2,100
<b>Additional Professional Learning (To Be Determined)</b>			\$3,600	6	\$21,600

\* Provided by Uchicago Impact, LLC (i.e., University of Chicago)

**TOTAL:** \$299,800

# Pricing Summary - Year 3

Service	Delivery	Package	Unit Cost	Quantity	Total
<b>5Essentials Survey</b>			\$6,000	1	\$6,000
5Essentials Survey - School*	Web-based	3			
5Essentials Web-Based Learning (Orientation / Scoring)*	Web-based	3			
<b>Program Progress Reporting and Consultation</b>					
Impact Report - Quarterly	Electronic				
System Advising - Virtual	Virtual		\$500	6	\$3,000
<b>Leadership Coaching</b>					
Leadership Coaching Onsite (Half-Day Rate)	Onsite		\$2,100	120	\$252,000
<i>Includes One-on-One mentoring of data and root cause, school improvement</i>					
<b>5 Essentials - Additional Content Areas</b>					
Continuing the Evaluation Process (Onsite Up to 30/3 hrs)			\$2,100	1	\$2,100
Consulting Ad-Hoc - Per Hour			\$250	6	\$1,500
Additional Professional Learning (To Be Determined)			\$3,600	6	\$21,600
* Provided by UChicago Impact, LLC (i.e., University of Chicago)					
<b>TOTAL:</b>					<b>\$299,800</b>

6. **Reporting and Payment.** NWEA shall provide a quarterly Report to Partner within thirty (30) days after the end of each quarter ending September 30, December 31, March 31, and June 30. NWEA shall invoice Partner on a quarterly basis and Partner shall pay NWEA for the Services set forth in Exhibit 1 for the applicable quarter within thirty (30) days following receipt of an invoice. The Services are accepted upon delivery. All Services identified in this SOW or Exhibit 1 thereto must be scheduled and completed within the Term of the SOW. Delivery dates for Services to be delivered pursuant to Exhibit 1 are estimated based on the Exhibit Project Start Date. Partner acknowledges that all fees paid are non-refundable and all payment obligations non-cancellable. Partner shall be responsible for any costs or expenses incurred by NWEA resulting from Partner's acts, omissions, or delays related to delivery of the Services.

## 7. **Change Orders**

The Exhibit 1 for each year of the Term, as applicable, represents NWEA's best estimate of the scope of Services required for such year based on the initial project scoping in advance of this SOW. Within thirty (30) days prior to the end of a current year of the defined Term, the parties will review the project status, results to date, and agree upon a modification, if necessary, to the Services required for the upcoming year. Any modifications to the Services to be delivered in the upcoming year will be documented with a change order agreed to in writing by the Partner. In addition, any changes to the scope of Services recommended by NWEA during Year 1 of the SOW and agreed to by the Partner shall also be documented with a change order agreed to in writing by the Partner. The parties agree that any change in scope that relates only to timing of a Service for which the modified timing doesn't deviate from the Exhibit 1 timeframe by more than one (1) calendar month can be made upon agreement by the parties and documented by email.

## 8. **Additional Terms and Conditions.**

The 5Essentials® Survey (the "Survey") is resold to Partner by NWEA as the exclusive reseller of UChicago Impact LLC ("UChicago"). Partner understands and agrees that UChicago is responsible for delivering the Survey and providing associated support. In accordance with Section 2 (C) of the





[5Essentials® Agreement](#), Partner hereby permits UChicago to disclose and grant access to Partner's Survey results, reports and data to NWEA. If Partner has previously purchased a Survey directly from UChicago, Partner hereby permits NWEA to access and use the Survey results in order to provide the Services. If this SOW includes the Survey, by executing this SOW, Partner is entering into a binding agreement with UChicago Impact LLC for the provision of the 5Essentials® Survey subject to the terms and conditions of the [5Essentials® Agreement](#) which is available at the link below.

<https://www.uchicagoimpact.org/sites/default/files/Exhibit%20B%20-%20UChicago%20Impact%205Essentials%20Agreement%20%281%29.pdf>

The Services do not include meeting-facilitation, staff evaluation, or review of administrator or teacher termination documentation.

Notwithstanding the generality of Section 4 (Confidentiality; Non-Disclosure) of NWEA's Consulting Services Agreement, Partner shall not (i) share or distribute conference links to any virtual sessions or workshops provided by NWEA or any passwords associated with such link beyond their school or Partner; or (ii) screen-capture or otherwise copy the recording; or (iii) modify and/or remove copyright notices.

With respect to any service listed in Exhibit 1, in the event of any circumstance, including inclement weather, strikes, wars, acts of God, that may make the Services impracticable to deliver, NWEA may cancel the Services. In such instance, NWEA will use commercially reasonable efforts to reschedule the Services in a timely manner. Any such rescheduling is subject to the availability of NWEA and Partner resources. Rescheduling fees may apply if the Services cannot be rescheduled during the Term due to Partner's unavailability or scheduling delays caused by Partner.

If Partner desires to schedule System Advising, Coaching, or a Workshop within two (2) weeks from the start date of the Statement of Work, scheduling is subject to availability of NWEA resources.

Partner may reschedule an onsite service one (1) time within the term of the SOW. In the event of a second reschedule, Partner shall pay \$500 processing fee to NWEA for each reschedule. This includes instances of no shows.

Partner may reschedule a virtual service one (1) time within the term of the SOW. In the event of a second reschedule, Partner shall pay \$200 processing fee to NWEA for each reschedule. This includes instances of no shows.

Unless otherwise specified for a service listed on Exhibit 1, each service will be for the following duration:

Service	Duration
Needs Assessment	Three day minimum, depending on number of schools
System Advising (Onsite or Virtual)	Two hours
5 Essentials Foundations Professional learning (subject to a minimum of two (2) sessions)	
Onsite	One three-hour session (minimum of six hours)

	Virtual	One two-hour session (minimum of four hours)
Leadership Coaching (Onsite)		Three hours
Leadership Coaching (Virtual)		Two hours
5 Essentials – Additional Content Areas (each)		
	Onsite	One three-hour session
	Virtual	One two-hour session
School Improvement-Focused Professional Learning		
	Onsite	One day = two three-hour sessions
	Virtual	One day = two two-hour sessions
General Professional Learning		
	Onsite	One day = two three-hour sessions
	Virtual	As specified

**9. Contact Information**

NWEA	PARTNER: Newport Independent School District
Name: Carrie Phillips_____	Name: _____
Title: Sr.Director SI_____	Title: _____
Phone: 503.624.1951_____	Phone: _____
Email: _____ carrie.phillips@nwea.org	Email: _____

[signature page follows]



IN WITNESS WHEREOF, this SOW has been agreed to by the parties and has been executed by authorized representatives of each party as of the Effective Date.

**NWEA**

**NEWPORT INDEPENDENT SCHOOL  
DISTRICT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Laura Crumley \_\_\_\_\_

By: \_\_\_\_\_

Title: CFO & EVP, Corporate Services \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1  
To  
Statement of Work #1  
Between  
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**Project Schedule**

**To be completed in collaboration**