



PERSONAL SERVICES CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY

Contract No. PS PS-89666

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and THE LEADERSHIP ACADEMY ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Name: Mary Jo Dunnington
Address: 10-27 46TH Ave, Suite 0101
City, State, ZIP: Long Island City, NY 11101
Telephone: (646) 345-6758
Email: mdunnington@leadershipacademy.org

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☒ Nonprofit Corporation ☐ Other [describe: _____]

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

District Point of Contact: Office of School Performance/Shawn Bird, Chief of Schools (shbird@pps.net), Office of School Performance, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. Term and Termination. This Contract becomes effective on January 11, 2021 or the date on which the Contract is fully executed by both parties, **whichever is later**. **No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through May 31, 2021.

Check if applicable:

☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to (e.g. four additional one-year terms) by amendment signed by both parties.

2. Detailed Description of Services / Statement of Work. See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

Exhibit C – Proposal from The Leadership Academy

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4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

OR

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

OR

☐ Other (explain):

- b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is **\$75,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☒ District shall pay Contractor at a rate of **\$75,000.00** per flat fee.

OR

☐ District shall pay Contractor as described in attached Exhibit A

- d. Invoicing (please check one):

☐ Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

OR

☒ Other: Invoicing and payment shall be as follows: Flat fee.. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:

- | | |
|-----------------------------------|-----------------------|
| • Invoice date | • Payment rate |
| • Invoice number | • Total payment due |
| • Contract number | • Vendor name |
| • Invoice period | • Remit to address |
| • Dates of service | • Contact information |
| • Detailed description of service | |

5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.

- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
- (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
- (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
 - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
- e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
 - District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - Contractor Licensing, etc.: Notwithstanding Section 13.c, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

17. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has

- a. Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

18. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

19. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.

20. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

21. Ownership of Work Products. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

22. Work Performed on District Property. Contractor shall comply with the following:

- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

23. Unsupervised Contact with Students; Criminal Background Checks. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- 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. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
 - c. General Liability. PLEASE READ CAREFULLY
 1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
 2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
 3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
 - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

31. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.


35. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. Notices. All notices or demands of any kind required or desired to be given by District or Contractor 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 the addresses herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

THE LEADERSHIP ACADEMY


Signature

Mary Jo Dunnington, Chief Strategic Partnerships Officer

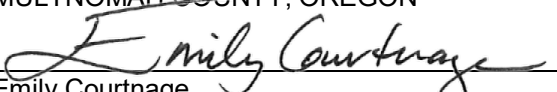
Contractor Printed Name and Title

January 5, 2021

Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON


Emily Courtnage
Director, Purchasing & Contracting

January 13, 2021

Date

EXHIBIT A

STATEMENT OF WORK

Instructions for PPS Contract Managers: Complete the following detailed and specific description of services and deliverables. You may attach additional exhibits to further elaborate on the scope of work and budget.

1. Detailed Description of Services:

The Leadership Academy will facilitate a collaborative input process to inform design of the professional learning plan. The Leadership Academy will develop a strategic equity action plan and support multi-year professional learning. With PPS' existing Equity PLC's, The Leadership Academy will design and provide planning support. Within this collaborative equity planning process, The Leadership Academy will support PPS in engaging in an equity audit process that enables diagnosis of the current state of equity in the district, including examining the impact CoVid-19 has had, and identify focal points and recommended strategies for making improvements. See Exhibit C.

2. Dates and Times of Service:

Weekly facilitation of meetings with PPS district team starting mid-January, 2021 through May 2021

3. Contract deliverables: What is the contractor expected to achieve or produce? How will the contractor's performance be measured?

Establish current state of district (before and during CoVid-19), collect stakeholder perspectives through focus groups, surveys, and examine collected data. Data will be triangulated, and root cause analysis tools will be used to identify institutional causes. Fleshing out of developed problem statements will be facilitated by The Leadership Academy in district team discussions. See Exhibit C.



EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

Instructions to Contractor: To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

MJD Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: 030503570 New York.

If you initialed the preceeding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.

- ☐ I am not currently and have not been an employee of PPS within the last 18 months.
- ☐ I have a registered business entity with the State of Oregon, registration number _____. (If registered with another state, provide state here _____.)
- ☐ I have clients not associated with Portland Public Schools (PPS).
- ☐ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- ☐ I have obtained licenses or certificates necessary to provide the contracted services.
- ☐ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- ☐ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- ☐ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- ☐ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
 - ☐ I provide services under fixed-price contracts, where applicable.
 - ☐ I am required to correct defective work.
 - ☐ I warrant the services provided.
 - ☐ I purchase liability insurance or errors and omissions insurance.
- ☐ I invest in my business to deliver contracted services. When required to deliver services,
 - ☐ I purchase tools or equipment necessary to provide the services.
 - ☐ I pay for the premises or facilities where the services are provided.
 - ☐ I pay for licenses, certifications, or specialized training required to provide the services.
- ☐ I/my business will control the means and manner of providing the contracted services.

I certify that the initialed statements above are true and that I am engaged in an independently established business.

CONTRACTOR

Mary Jo Dunnington
Signature

Mary Jo Dunnington, Chief Strategic Partnerships Officer

Printed Name and Title

January 5, 2021

Date

Planning a Strategic Approach to Equity Professional Learning: A Proposal to Portland Public Schools for 2020-21

Overview

The Leadership Academy is pleased to submit this proposal to Portland Public Schools (PPS) for support in designing a comprehensive professional learning plan with a focus on racial equity for school and district leaders. We propose working with the district over 3-4 months to ensure the development of an intentional, differentiated professional learning plan that reflects input from and buy-in of educators and the community; at the conclusion of this effort we will be prepared to partner with the district to support the effective implementation of the plan.

Proposed Deliverables

- Facilitation of a collaborative input process to inform the design of the professional learning plan
- Development of a strategic equity action plan and supporting multi-year professional learning plan
- Design and planning support with PPS' existing Equity PLCs

Proposed Activities, January 2021-May 2021

Equity Audit & Action Plan Development

We propose leveraging The Leadership Academy's Equity Audit process as a way to gather broad input on the current state of equity in schools and the system, surface learning needs for school and system leaders, and engage district leaders and stakeholders in collaborative action planning and shared development of metrics for tracking process. While we may mutually choose to call the process something other than an "audit" in Portland (for example, we might choose to introduce it as a "Collaborative Equity Planning Process"), we believe this process, which we have implemented with several district partners, will help yield the results PPS is hoping to achieve.

The Leadership Academy supports districts in engaging in an equity audit process that enables them to diagnose the current state of equity in the district (including examining the impact COVID-19 has had) and to identify focal points and recommended strategies for making improvements.

What makes our process unique and effective:

- Our process is highly collaborative with district leaders and stakeholders. We work alongside and facilitate the process of a district equity committee that helps identify data sources, consider the most important areas of focus for the district, etc.
- Our audit process prioritizes stakeholder voice alongside other forms of data. We support the district in facilitating a series of focus groups or "town halls" to gather broad feedback; these can be in-person, virtual or a combination, and can be supplemented with online surveys.



- Once our Research & Evaluation team has synthesized the data and feedback, we engage the district equity team in a root cause analysis in order to ensure proposed strategies are aligned to the real challenges the district needs to solve.
- We support the district in using a cycle of inquiry process to shape strategies and action plans coming out of the audit process, so that the district is positioned to monitor progress and revisit strategies to assess effectiveness over time.
- The Leadership Academy's [Equity at Work](#) tool helps inform the post-audit planning process by offering research-based best practices aligned to 10 Equity Action Areas (see below).

1. Cultural Competency	2. Pedagogy
3. Collective Action	4. Family Engagement
5. Discipline	6. School Enrollment
7. Personnel	8. Scheduling
9. Students with Disabilities	10. Transportation

An effective audit focuses on a limited number of Action Areas; given the district's current goals and the primary focus of this work on informing comprehensive professional development for school leaders through the lens of racial equity, we propose the audit process focus on Action Areas 1 (Cultural Competency) and 7 (Personnel).

Equity Audit Steps and Timeline

Timeline	Equity Audit Process	Leadership Academy Support
1-2 weeks	Superintendent initiates process. They with key stakeholders: a) Confirm equity focus areas (using Equity at Work tool) and participants for equity committee representative of cross-section of internal and external stakeholders; b) Choose committee's chair; c) Explain the audit process and timeline to the committee and the community; d) Choose an overarching equity goal for the district	<ul style="list-style-type: none">• Facilitation of launch meeting with district lead to plan timeline and discuss formation of district team• Facilitation of regular meetings with district team to establish purpose and outcomes (weekly)



Timeline	Equity Audit Process	Leadership Academy Support
2-4 weeks	<p>Establish current state of district (BEFORE COVID-19). Equity committee:</p> <ul style="list-style-type: none"> a) Identifies relevant data b) Collects stakeholder perspectives through focus groups, surveys, etc. c) Examines collected data <p>Establish current state of district (DURING COVID-19). Equity committee:</p> <ul style="list-style-type: none"> a) Identifies relevant data b) Collects stakeholder perspectives through focus groups, surveys, etc. Focus groups are combination of virtual and in-person; Data collection includes open survey to community to collect data 	<ul style="list-style-type: none"> • Development of surveys for data collection • Development of facilitator's guide for focus groups • Leads training of district personnel who are co-leading focus groups • Co-facilitation of up to 3 focus groups • Facilitation of "listening tour" sessions focused on non-white school leaders, faculty, and staff (both instructional and non-instructional)
2-3 weeks	<p>Root cause analysis of reasons for gap.</p> <ul style="list-style-type: none"> a) Triangulate data b) Use of root cause analysis tools to identify institutional causes c) Develops problem statement (s) 	<ul style="list-style-type: none"> • Analysis of data • Facilitate district team discussions to develop and flesh out problem statements • Development of recommendations report
2-3 weeks	<p>Develop plan of action. Full equity committee</p> <ul style="list-style-type: none"> a) Develops theory of action b) Develops between two and five action steps overall that are both "quick wins" and long-term strategies; (use of Equity at Work tool) c) Creates action plan with timeline, specific individuals responsible for each part of the plan, the specific data that will be regularly collected as well as any additional accountability measures d) Develops a logic model that defines the resources, activities, outputs, outcomes, and impact of the plan. The logic model will support the design, implementation, and monitoring of the strategies and initiatives in the plan, and e) Superintendent and equity committee communicate action plan to all stakeholders. 	<ul style="list-style-type: none"> • Design and facilitation of up to 4 team meetings • Development of action plan and logic model



Development of Professional Learning Plan for Leaders with Differentiated Arc of Learning

Once the Action Plan and Logic Model are complete, The Leadership Academy will work with a core PPS team (we suggest representatives from the Academic Team Meeting (ATM)) to develop a multi-year professional learning plan, focusing on what learning will need to be offered over the next 2-3 years to help the district build leadership capacity to strengthen culturally responsive instruction, practice, and culture across Portland's schools.

The Leadership Academy's team will facilitate two half-day virtual work sessions with PPS leaders to create a professional learning plan aligned to the specific strategies and initiatives set forth in the Equity Action Plan. The Leadership Academy will lead the group through a backwards mapping process to (1) identify the skills, capabilities, and knowledge needed to execute each part of the strategic plan, and (2) develop a set of differentiated learning experiences needed to build missing skills, capabilities, and knowledge in school and district leaders.

To ensure that this professional learning plan complements previous equity-focused efforts in the district and brings a coherence to future efforts, the Leadership Academy team will develop an arc of learning framework that provides a clear overview of the entire professional learning program and outlines how participant learning will grow over time and can be differentiated based on individual experience and need. This framework will include a schedule of planned sessions and, for each session, will provide a high-level description of the audience, learning objectives, and content. The arc of learning will serve as the foundation for the design of all sessions, ensuring that they are interconnected, and that each session builds on the foundation set in the previous one.

The results of this work will be documented by The Leadership Academy in a draft professional learning plan. The draft plan will be shared with PPS for review and feedback and then finalized.

As part of this collaborative process with the district, we propose facilitating some additional norming and team building within the district's ATM to help build coherence and trust that will be important in ensuring this work fully aligns with other district efforts and initiatives.

Equity PLC Support

In order to provide some immediate support for professional learning focused on racial equity already underway in the district, we propose working with the principal supervisor team to provide support for the Equity PLCs that the district has implemented. We propose that the Leadership Academy team provide 2-3 days of support around PLC planning and design, which can include suggesting resources and discussion prompts for the PLCs, observing and providing feedback to OSP on how to strengthen sessions, and other technical assistance.

Costs

The cost of the services described in this proposal, including all NYCLA personnel time and materials will be **\$75,000**. All services described will be provided remotely.



AMENDMENT 1
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY

Contract No. PS-89666

This Amendment 1 changes certain contract provisions during the contract term for the above-numbered contract between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **THE LEADERSHIP ACADEMY** ("Contractor"). The parties agree as follows:

1. This Amendment 1 becomes effective on the date on which the Amendment is fully executed by both parties. **No party shall perform work under this Amendment before the effective date.**
2. This Amendment changes the contract as follows: Extending end date of contract to August 31, 2021.

CONTRACT AMOUNTS	
A. Original Contract Amount	\$75,000.00
B. Total Amount of Previous Amendments	\$0.00
C. AMOUNT OF THIS AMENDMENT	\$0.00
D. New Total Contract Amount (A+B+C)	\$75,000.00

3. All other terms and conditions of this Contract shall remain the same.

CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Person: Mary Jo Dunnington
Address: 10-27 46th Avenue, Suite 0101
City, State, Zip: Long Island City, NY 11101
Telephone: 646-345-6748
Email: mdunnington@nycleadershipacademy.org

District Point of Contact: Shawn Bird, Office of School Performance (shbird@pps.net), , Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

Mary Jo Dunnington
Signature

Mary Jo Dunnington, Chief Operating Officer

Contractor Printed Name and Title

June 14, 2021

Date

DISTRICT

Emily Courtnage
Emily Courtnage
Director, Purchasing & Contracting

June 15, 2021

Date



**AMENDMENT 2
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY**

Contract No. PS-89666

This Amendment 2 changes certain contract provisions during the contract term for the above-numbered contract between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **THE LEADERSHIP ACADEMY** ("Contractor"). The parties agree as follows:

1. This Amendment 2 becomes effective on the date on which the Amendment is fully executed by both parties. **No party shall perform work under this Amendment before the effective date.**
2. This Amendment changes the contract as follows: Extension of Contract end date to from August 31, 2021 to October 31, 2021.

CONTRACT AMOUNTS	
A. Original Contract Amount	\$75,000.00
B. Total Amount of Previous Amendments	\$0.00
C. AMOUNT OF THIS AMENDMENT	\$0.00
D. New Total Contract Amount (A+B+C)	\$75,000.00

3. All other terms and conditions of this Contract shall remain the same.

CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Person: Mary Jo Dunnington
Address: 10-27 46th Avenue, Suite 0101
City, State, Zip: Long Island City, NY 11101
Telephone: 646-345-6748
Email: mdunnington@nycleadershipacademy.org

District Point of Contact: Shawn Bird, Deputy Superintendent, (shbird@pps.net), Instruction & School Communities, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

Mary Jo Dunnington
Mary Jo Dunnington (Aug 26, 2021 15:16 EDT)

Signature

Mary Jo Dunnington

Contractor Printed Name and Title

Aug 26, 2021

Date

DISTRICT

Emily Courtnage
Emily Courtnage
Director, Purchasing & Contracting

September 2, 2021

Date



AMENDMENT 3
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY

Contract No. PS-89666

This Amendment 3 changes certain contract provisions during the contract term for the above-numbered contract between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **THE LEADERSHIP ACADEMY** ("Contractor"). The parties agree as follows:

1. This Amendment 3 becomes effective on the date on which the Amendment is fully executed by both parties. **No party shall perform work under this Amendment before the effective date.**
2. This Amendment changes the contract as follows: Extension of Contract end date from October 31, 2021 to December 31, 2021.

CONTRACT AMOUNTS	
A. Original Contract Amount	\$75,000.00
B. Total Amount of Previous Amendments	\$0.00
C. AMOUNT OF THIS AMENDMENT	\$0.00
D. New Total Contract Amount (A+B+C)	\$75,000.00

3. All other terms and conditions of this Contract shall remain the same.

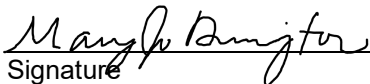
CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Person: Mary Jo Dunnington
Address: 10-27 46th Avenue, Suite 0101
City, State, Zip: Long Island City, NY 11101
Telephone: 646-345-6748
Email: mdunnington@nycleadershipacademy.org

District Point of Contact: Shawn Bird, Deputy Superintendent (shbird@pps.net), Instruction & School Communities, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR


Signature

Mary Jo Dunnington, Chief Operating Officer
Contractor Printed Name and Title

October 29, 2021
Date

DISTRICT


Emily Courtnage
Director, Purchasing & Contracting

November 2, 2021
Date



PERSONAL SERVICES CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY

Contract No. PS 90771

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and THE LEADERSHIP ACADEMY ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Name: Rachel Scott
Address: 10-27 46th Avenue, Suite 0101
City, State, ZIP: Long Island City, NY 11101
Telephone: 646.666.8191
Email: RScott@leadershipacademy.org

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☒ Nonprofit Corporation ☐ Other [describe: _____]

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

District Point of Contact: Professional Learning & Leadership./Shante Hayes (*shayes@pps.net*), , Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on September 20, 2021 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through August 30, 2022.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to (e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification!

Exhibit-C - Mandatory Training



4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

OR

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

OR

☐ Other (explain):

- b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is **\$143,700.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☒ District shall pay Contractor at a rate of **\$143,700** per flat fee.

OR

☐ District shall pay Contractor as described in attached Exhibit D

- d. Invoicing (please check one):

☐ Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

OR

☒ Other: Invoicing and payment shall be as follows: flat fee. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:

- | | |
|-----------------------------------|-----------------------|
| • Invoice date | • Payment rate |
| • Invoice number | • Total payment due |
| • Contract number | • Vendor name |
| • Invoice period | • Remit to address |
| • Dates of service | • Contact information |
| • Detailed description of service | |

5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
 - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
 - (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
 - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
 - e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
 - District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - Contractor Licensing, etc.: Notwithstanding Section 13.c, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 16(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

17. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has

- a. Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

18. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

19. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.

20. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

21. Ownership of Work Products. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

22. Work Performed on District Property. Contractor shall comply with the following:

- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

23. Unsupervised Contact with Students; Criminal Background Checks. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- 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. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
 - c. General Liability. PLEASE READ CAREFULLY
 1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
 2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
 3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
 - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

31. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

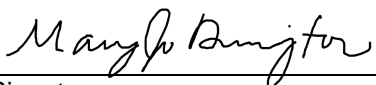
35. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. Notices. All notices or demands of any kind required or desired to be given by District or Contractor 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 the addresses herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

THE LEADERSHIP ACADEMY


Signature

Mary Jo Dunnington, Chief Operating Officer

Contractor Printed Name and Title

Sept. 21, 2021

Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON


Emily Courtnage
Director, Purchasing & Contracting

October 8, 2021

Date

Strengthening the School Leadership Pipeline in Portland Public Schools – Year 2 Support

The Leadership Academy is pleased to provide this proposal to Portland Public Schools (PPS) to continue our partnership around helping the district strengthen its culturally responsive school leadership pipeline. The proposed services would be a continuation of the work we supported during 2020-21, a partnership that we are grateful to have the opportunity to continue.

About The Leadership Academy - Experience & Qualifications

The Leadership Academy is a nationally-recognized nonprofit organization with a clear mission: to build the capacity of educational leaders, at every level of the system, to confront inequities and create the conditions necessary for all students to thrive. We support school and school system leaders in using an equity lens to implement a vision, build strong school and district culture, set clear and high expectations, and develop and lead principals and teachers who ensure rigorous and culturally responsive instruction and the opportunity for all students to be successful. From our genesis as a “disruptor” organization intended to help recruit and develop outstanding leaders for New York City’s lowest-performing schools and bring more women and people of color into the principal ranks, The Leadership Academy has worked with numerous districts to build pipelines of leaders who help raise expectations and increase learning for underserved kids.

The following highlights the value we offer as a partner to your district:

Deep experience working at the nexus of leadership and equity -- Originally launched to develop outstanding school leaders for the New York City Department of Education’s low-performing schools (and the students in those schools), The Leadership Academy prepared more than 550 aspiring principals for the NYC system over 14 years, the vast majority of whom entered the principalship. 66% of Aspiring Principals Program (APP) participants were people of color (in contrast, 52% of sitting principals in NYC in 2015-16 were people of color). An independent study conducted by New York University of our APP found that while our graduates went into lower-performing schools than other new principals, the schools our graduates led experienced greater gains in ELA and Math over three years, and the schools they led experienced increases in perceptions of safety and engagement among students and community members. Since then, we have worked with a wide range of districts, state departments of education, universities, and others to build local school and district leadership capacity, always with students – and especially students from groups that are persistently experiencing disparities in academic outcomes – as the focal point of what we do. Our organizational investments in support of culturally responsive leadership include:

- Engaging in ongoing, multi-year staff development around racial and cultural equity to build our entire team’s personal and professional capacity in this area.
- Revising our school and district leadership standards framework to reflect the importance of culturally responsive leadership on behalf of all students.
- Developing new tools and services to support our work in this area, including our Portrait of a Culturally Responsive School, a guide designed to support leaders in consciously disrupting systemic racism and decentering dominant culture in order to accelerate learning for every student, the Culturally Responsive Remote Learning Observation Guide, a unique observation tool for the online classroom which helps leaders to examine and understand the differentiated impact of virtual education on their students, and The ABCs of Equity, a dictionary for

leading equity-focused work in schools and school systems. For more information on these tools and services, please visit the [Resources & Tools section](#) of our website.

- Providing thought leadership on the subject of developing culturally responsive leaders, through published articles, keynotes, and our blog (sample articles include The Leadership Academy President & CEO Nancy Gutiérrez’s co-authored op-ed in the [Daily News](#) and Chief Access & Equity Officer Mary-Rice Boothe’s article in District Administration, [So You Want to Hire - Or Become - an Equity Officer?](#))
- Articulating [6 key leadership dispositions](#) related to advancing equity; we use these to undergird our equity-focused professional learning for leaders, ensuring that we help leaders not only learn to talk about equity, but also *to act*.

We are also engaging with school systems around the United States to explicitly support their efforts to advance equity. Three examples include:

- In Texas, we are collaborating with The Holdsworth Center to design and deliver a workshop series focused on leading for equity to 13 participating districts. We are also building the capacity of the staff of the Center to deliver the content on their own.
- In Des Moines, Iowa, we have supported the district’s implementation of an ambitious Equity Plan by designing and delivering training for school leaders and equity coaches designed to help them push and support school-based practices that better address the needs of all students, particularly boys and young men of color. We also provide individual coaching to support the implementation of taught strategies.
- In Wisconsin, we have partnered with the Department of Public Instruction and the five largest urban districts statewide to implement a rigorous, year-long, equity-focused leadership development program for cohorts of school leaders. The school leaders are involved in action research where they develop a problem of practice and monitor the success and struggles of their plan throughout the program.

To see first-hand how The Leadership Academy is helping to develop culturally responsive education leaders, view our [documentary film by Visionaries](#), an award-winning public television series hosted by acclaimed actor Sam Waterston.

An approach to professional development that is based in research on adult learning and that focuses on driving real change in real schools through job-embedded learning and coaching – We have all been to our share of professional development that does not reflect what our field knows about how adults learn. The Leadership Academy emphasizes design and facilitation of professional learning that is active and immediately relevant, and that provides participants with opportunities to practice and reflect. We believe that for leaders to truly grow, professional learning needs to include both training and leadership coaching. Training helps leaders access new skills and strategies; coaching enables leaders to reflect on their behaviors and acknowledge their missteps as they continue on their own personal journey, while simultaneously supporting and leading their teams through transformative work.

Emphasis on local customization and building local capacity to sustain the work – We are not typical trainers. We don’t bring off-the-shelf, one-size-fits-all solutions or canned workshops. We bring proven program models and a well-defined approach to culturally responsive leadership development, and then tailor the work for the local context. Furthermore, we embrace opportunities to work side-by-side with our partners to transfer our knowledge and skills to a local team who can own, build on, and sustain the work long after our contract has ended. That’s how we believe we make a difference in the long run.

Proposed Scope of Services (2021-22)

Our proposed scope of services for 2021-22 includes leading a professional development series for selected PPS Assistant Principals, as well as building the capacity of PPS Principals, Principal Coaches, and ASDs to ensure aligned support. It also includes work with a core PPS leadership team to ensure coherence of all this work with broader district initiatives and strategy. The following outlines our proposed activities and deliverables:

Strategy and Coherence: Work with Core District Team

- **Facilitation of a program design session** (September 2021): We propose facilitating a two-hour program strategy and design session with the core district team overseeing this work. This session will also serve as a launch meeting for our 2021-22 collaboration.
- **Facilitation of quarterly curriculum design meetings** (ongoing): To ensure program alignment with other district work and to help build internal capacity within the district to sustain the pipeline work over time, we propose leading four two-hour curriculum design meetings with the core district team over the course of the school year.
- **Facilitation of regular monthly check-ins** (ongoing): We propose scheduling and leading a two-hour check-in with the PPS core team each month to help ensure overall program quality and coherence.

PPS Assistant Principal Learning Series

During 2021-22, we will work with the district to design and facilitate a learning series for near and early-career Assistant Principals. The series will focus on building AP capacity around culturally responsive leadership actions to strengthen their leadership practices.

- **Design and facilitation of AP Series Introductory Session** (September/October): We propose launching the Assistant Principal learning series with a two-hour virtual session to help set expectations and frame the year-long experience.
- **Facilitation of Coaching for Culturally Responsive Leadership** (October): We propose adapting our foundational Coaching for Culturally Responsive Leadership training for the PPS APs. We will adapt the training and deliver remotely as a two-part session for a total of nine hours of training.
- **Design and facilitation of AP Series** (ongoing): We will then design and lead the facilitation of seven four-hour remote sessions, to be delivered approximately monthly. After each session we will lead a 30-minute debrief conversation with the core PPS team.

Other Leadership Capacity Building

To further support the Assistant Principal development, we propose a series of activities with district principals, principal coaches, and ASDs to help ensure their support is fully aligned with the AP development work.

- **Facilitation of Coaching for Culturally Responsive Leadership for district principals** (October): We propose facilitating a version of this foundational training, similar to the version we are adapting for the APs, for district principals. Like the AP session, this would be delivered remotely as a two-part session for a total of nine hours of training.

- **Facilitation of Coaching for Culturally Responsive Leadership for principal coaches and ASDs** (TBD): We propose facilitating our full, 12-hour version of this foundational training for the district's principal coaches and ASDs. This would be delivered remotely over a series of three or four sessions.
- **Use of Leadership Academy's Mentor Modules** (ongoing): We propose making our four-part, Internet-based Mentor Modules available for use by the PPS principals to develop their mentoring skills. These asynchronous modules help leaders reflect on and develop the skills and dispositions that help them more effectively mentor aspiring leaders in their schools.
- **On-Demand Coaching for PPS Principal Coaches** (ongoing): We propose providing up to 10 hours of on-demand leadership coaching for the principal coaches. This bank of hours could be requested by individual principal coaches or by small groups to help them work through problems of practice.
- **Facilitation of Monthly Meetings for the Principal Coaches** (ongoing): We propose facilitating 90-minute meetings each month for the eight Principal Coaches. These sessions will help the cohort continue to hone their coaching skills and ensure their support for APs is fully aligned to the AP Training Series.
- **Alignment and Facilitation of School Walks/Instructional Rounds** (TBD): Finally, we propose providing up to two days of onsite support for the PPS principal coaches and ASDs; this support would leverage The Leadership Academy's school walk protocols that help focus leadership observation and feedback in support of culturally responsive instructional practices in classrooms and help the district consider refinements to its approach to instructional rounds for school and district leaders.

Cost of Proposed Work

The Leadership Academy's fees for the above services as described in this proposal will be \$143,700.

	Activities	Cost
Strategy and Coherence: Work with Core District Team	Facilitation of a program design session	\$2,000
	Facilitation of quarterly curriculum design meetings	\$5,900
	Facilitation of regular monthly check-ins	\$5,200
PPS Assistant Principal Learning Series	Design and facilitation of AP Series Introductory Session	\$3,600
	Facilitation of Coaching for Culturally Responsive Leadership	\$12,000
	Design and facilitation of AP Series	\$58,000

Other Leadership Capacity Building	Facilitation of Coaching for Culturally Responsive Leadership for district principals	\$12,800
	Facilitation of Coaching for Culturally Responsive Leadership for principal coaches and ASDs	\$12,000
	Use of Leadership Academy's Mentor Modules	\$2,500
	On-Demand Coaching for PPS Principal Coaches	\$2,400
	Facilitation of Monthly Meetings for the Principal Coaches	\$5,000
	Alignment and Facilitation of School Walks/Instructional Rounds	\$22,300

Fees quoted include Leadership Academy staff time, travel expenses, license to use the Mentor Modules, and program material fees. These fees do not include PPS staff time or travel costs, or any costs associated with training provided onsite (space, A/V equipment/support, participant food/beverage); the district will be responsible for these costs.

Please note that all proposed services will be provided remotely, with the exception of the school visits/instructional rounds, which will be facilitated onsite unless public health considerations make that unsafe for our staff.

All training and meetings dates will be scheduled in coordination with PPS.

We appreciate the opportunity to submit this proposal and look forward to working with you.



EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

Instructions to Contractor: To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

MJD Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: New York .

If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.

- I am not currently and have not been an employee of PPS within the last 18 months.
- I have a registered business entity with the State of Oregon, registration number . (If registered with another state, provide state here .)
- I have clients not associated with Portland Public Schools (PPS).
- I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- I have obtained licenses or certificates necessary to provide the contracted services.
- I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
 - I provide services under fixed-price contracts, where applicable.
 - I am required to correct defective work.
 - I warrant the services provided.
 - I purchase liability insurance or errors and omissions insurance.
- I invest in my business to deliver contracted services. When required to deliver services,
 - I purchase tools or equipment necessary to provide the services.
 - I pay for the premises or facilities where the services are provided.
 - I pay for licenses, certifications, or specialized training required to provide the services.
- I/my business will control the means and manner of providing the contracted services.

I certify that the initialed statements above are true and that I am engaged in an independently established business.

CONTRACTOR

Mary Jo Dunnington
Signature

Mary Jo Dunnington, Chief Operating Officer
Printed Name and Title

Sept. 21, 2021
Date



Portland Public Schools Personal Services Contract
Exhibit C: Mandatory Contractor Training

Instructions to PPS Contract Manager: Before providing this Contract to the Contractor for review and signature, please mark the applicable checkboxes and training tier.

Instructions to Contractor: Portland Public Schools (PPS) requires all personal services contractors who will have direct, unsupervised contact with students to take certain trainings before the contract work begins. The specific training requirements applicable to this Contract depend on the box marked by the PPS Contract Manager indicating the extent of unsupervised contact that may occur. Please review carefully the training requirements and instructions that apply to this Contract. If training is required, you must sign the Certification below.

- ☒ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, Contractor will have no direct, unsupervised contact with students in the performance of this contract. Accordingly, there are no additional training requirements for Contractor and Contractor's employees or agents.
- ☐ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. Accordingly, there are additional training requirements for Contractor and Contractor's employees or agents:

- ☐ **Tier 1:** Contractor or Contractor's employees or agents will have less than 40 total hours of contact with students over the course of the contract period.

Examples: (1) Set designer working with students, at least partially unsupervised, for 20 total hours over an eight week period. (2) Mentor working unsupervised with a variety of students for a total of 30 service hours over the course the year

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)
Child Abuse Prevention and Reporting (30 minutes)

- ☐ **Tier 2:** Contractor or Contractor's employees or agents will have at least 40 total hours of contact with students over the course of the contract period or the PPS Contract Manager feels that additional training is warranted given the specific nature of the work.

Examples: Reading tutors and mentors working with students, at least partially unsupervised, for 40 or more hours over the course of a school year.

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)
Child Abuse Prevention and Reporting (30 minutes)
Adult Sexual Misconduct/ Title IX (32 minutes)
Identifying and Supporting Homeless Youth (8 minutes)
Discrimination, Harassment, and Bullying (35 minutes)

- ☐ **Partially or Fully Exempt:** Contractors who provide or require equivalent trainings and/or are exempt, including licensed medical and mental health services providers, licensed special education service providers, and off-site/non-District therapeutic treatment centers which are separately licensed by the state.

PPS Contract Manager to describe reason for partial or full exemption here and list any PPS trainings that still must be taken:



Portland Public Schools Personal Services Contract
Exhibit C: Mandatory Contractor Training

Instructions for Accessing the Training and Documenting Training Completion: All trainings are available at the following publicly accessible website and may be reviewed at your convenience: <https://www.pps.net/Page/17526>* After taking each training, you will be asked to complete a Contractor Course Completion Form to verify that that training is complete. PPS must receive a Course Completion Form from each of your agents and employees who will have direct, unsupervised contact with students.

* In some cases, the PPS Contract Manager will obtain PPS email addresses for Contractor's employees and agents and require that the mandatory trainings above be taken and tracked through PPS's professional development site. In such cases, the scope of work document (Exhibit A) will provide access instructions.

Contractor's Certification: I certify that I understand the training requirements above and will ensure that I and all of my agents and employees who may or will have direct, unsupervised contact with students will take all of the identified trainings before beginning work under this Contract. I understand that it is my responsibility to monitor training progress of my agents and employees and ensure training completion before work begins. I understand that Portland Public Schools may from time to time request records indicating training completion, and I will be prepared to provide those records immediately upon request. I designate the following person as the "Contractor Training Compliance Officer" responsible for ensuring training compliance and responding to PPS's requests for verification of training completion:

Contractor Training Compliance Officer Name: _____

Contract Training Compliance Officer Email Address: _____

CONTRACTOR

Signature

Printed Name and Title

Date



PERSONAL SERVICES CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY

Contract No. PS 92073

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **THE LEADERSHIP ACADEMY** ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Name: Philip Benowitz
Address: 10-27 46th Avenue, Suite 101
City, State, ZIP: Long Island City, NY, 11101
Telephone: 646-981-2140
Email: pbenowitz@leadershipacademy.org

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☒ Nonprofit Corporation ☐ Other [describe: _____]

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

District Point of Contact: Professional Learning and Leadership/Emily Donaldson Walsh (ewalsh@pps.net), Office of School Performance, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on August 15, 2022 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through August 31, 2023.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to (e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

Exhibit C - Mandatory Contractor Training

Exhibit D - Mandatory Contractor COVID-19 Vaccine Attestation and Waiver of Liability Addendum

FC

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

OR

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

OR

☐ Other (explain):

- b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is **\$243,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$ _____ per hour.

OR

☒ District shall pay Contractor as described in attached Exhibit A

- d. Invoicing (please check one):

☒ Contractor shall invoice District quarterly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

OR

☐ Other: Invoicing and payment shall be as follows: Please explain the alternate rate of pay. Example: lump sum, flat fee, etc.. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:

- | | |
|-----------------------------------|-----------------------|
| • Invoice date | • Payment rate |
| • Invoice number | • Total payment due |
| • Contract number | • Vendor name |
| • Invoice period | • Remit to address |
| • Dates of service | • Contact information |
| • Detailed description of service | |

5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
 - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
 - (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
 - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
 - e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
 - District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - Contractor Licensing, etc.: Notwithstanding Section 13.c, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 16(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

17. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has

- a. Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

18. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

19. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.

20. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

21. Ownership of Work Products. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

22. Work Performed on District Property. Contractor shall comply with the following:

- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

23. Unsupervised Contact with Students; Criminal Background Checks. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- 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. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
 - c. General Liability. PLEASE READ CAREFULLY
 1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
 2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
 3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
 - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

31. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

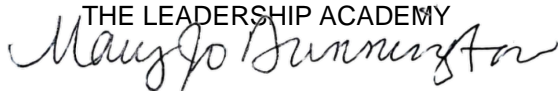
35. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. Notices. All notices or demands of any kind required or desired to be given by District or Contractor 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 the addresses herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

THE LEADERSHIP ACADEMY



Signature

Mary Jo Dunnington, Executive Director

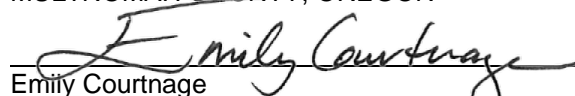
Contractor Printed Name and Title

August 25, 2022

Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON



Emily Courtnage
Director, Purchasing & Contracting

September 7, 2022

Date

EXHIBIT A

STATEMENT OF WORK

Instructions for PPS Contract Managers: Complete the following detailed and specific description of services and deliverables. You may attach additional exhibits to further elaborate on the scope of work and budget.

1. Detailed Description of Services:

The scope of The Leadership Academy's work with us this year is a continuation of their work with our Office of School performance the last several years. Please see the attached PDF for a detailed Scope of Work.

2. Dates and Times of Service:

We would like to start as soon as possible likely 9/1/2022 - 8/31/2023.

As described in the Scope, The Leadership Academy will work with various OSP teams - the Principal Supervisors, Professional Learning and Leadership, and the full department on various regular meeting cadences, as well as ad hoc meetings as needed.

Payment will be paid in 4 equal parts, quarterly.

3. Contract deliverables: What is the contractor expected to achieve or produce? How will the contractor's performance be measured?

Primarily, the contractors are working as thought partners to support and develop our internal capacity. Their deliverables, therefore, are executing a schedule of learning with various groups, rather than a specific product. At the end of the year, our own leaders will be able to show and describe their growth and learning as a result of the partnership, including our ASDs, principal, assistnat superintendents, and PLL department.



Empowering leaders. Transforming schools for every student.



Draft Proposal to Portland Public Schools for FY23 Support

August 1, 2022



Overview of Proposed Support in FY23

Support for Area Senior Directors

Page 3

Support for Regional Superintendents

Page 5

Support for Office of Professional Learning and Leadership

Page 6

Support for Office of School Performance

Page 9

Total Price

Page 11

Support for Area Senior Directors

ASD Capacity Building

- Objective: Continue to build the culturally responsive instructional leadership capacity of ASDs as a group to ultimately enable individual ASDs to support each other.
- Structure:
 - Quarterly in-person half-day group ASD meetings.
 - Meetings will build on Foundations of Principal Supervision provided for PPS in FY22 with a particular focus on culturally responsive classroom walkthroughs/instructional rounds and observations.
- Timeline: September 2022 through June 2023
- Price: \$52,000

Support for Area Senior Directors (cont'd)

One-on-One Coaching

- Objective: Continue to build ASD capacity as culturally responsive principal supervisors that use a teaching and learning approach to support schools and school leaders.
- Structure:
 - 20 hours of one-on-one coaching for nine ASDs.
 - 360-degree leadership assessment for each ASD.
 - Hybrid – mix of in-person and virtual coaching. Sessions will be in-person when coach is at PPS for other aspects of FY23 support.
 - Frequency and duration of coaching sessions will be determined by each ASD and their coach.
- Timing: September 2022 through June 2023
- Price: \$66,000

Support for Assistant Superintendents

- Objective: Support Assistant Superintendents as they support the Area Senior Directors and Office of Professional Learning and Leadership.
- Structure: One-on-one and small group coaching
 - One-on-one and small group sessions alternate monthly
 - Five 1.5-hour one-on-one sessions and five 2.0-hour small group sessions.
 - 360-degree leadership assessment for each Assistant Superintendent using standard tool from the The Leadership Circle.
 - Hybrid – mix of in-person and virtual coaching. Sessions will be in-person when coach is at PPS for other FY23 support.
- Timing: September 2022 through June 2023
- Price: \$11,000

Support for Office of Professional Learning and Leadership

Monthly Leadership Meetings

- Objective: Support shift in Monthly Leadership Meetings to a principal-driven, teaching and learning stance.
- Structure:
 - Work virtually with Design Team (principals, ASDs, T&L) to develop arc of learning for FY23 and support design of Monthly Leadership Meetings.
 - Observe PPS facilitation of Monthly Leadership Meetings and provide feedback.
 - Co-facilitate up to two Monthly Leadership Meetings with PPS.
- Timing: September 2022 through June 2023
- Price: \$46,000

Support for Office of Professional Learning and Leadership (cont'd)

Coaching Model, Job Description, and Training

- Objective: Support the codification of a PPS coaching model, coach job description, and coach recruitment and evaluation practices.
- Structure:
 - 2-day in-person training for PPS trainers on The Leadership Academy's Facilitative Competency-Based coaching model.
 - Fundamental coaching skills (listening, questioning, and feedback) and coaching competencies to support shifts in mindset and behavior.
 - Provide consistent approach to PPS coaching – planning, trust, relationship building, etc.
 - Co-facilitated with PPS coach director who we assume will have prior experience and/or training with recognized coaching models and frameworks.

Support for Office of Professional Learning and Leadership (cont'd)

Coach Model, Job Description, and Training (cont'd)

- Work with trainers to develop description of PPS coaching model.
- Review coach job description and coach recruitment and evaluation practices and develop recommendations for improvement.
- Timing: November 2022 through February 2023
- Price: \$20,000

Support for Office of School Performance

- Objective: Support OSP leads to create a common definition of leadership development and support other departments in advancing that definition (with OSP as experts in leadership development).
- Structure: Meet virtually with OSP leads for 3 hours every quarter to:
 - Address organization alignment and role clarification
 - Discuss/plan how to better balance support of Instructional Leadership and Operational Leadership
 - Support the design of OSP meetings
- Timing: September 2022 through June 2023
- Price: \$11,000

Support for Office of School Performance (cont'd)

- Objective: Build the capacity of OSP staff to design and facilitate professional learning for principals.
 - Structure: Design and facilitate 3 in-person half-day OSP meetings that will build the capacity of OSP staff to design and facilitate professional learning:
 - Develop skills to design and facilitate learning experiences for principals based on needs identified by principals.
 - Learn beliefs about adult learning, practice designing and facilitating curriculum, and receive feedback.
 - Requires team to identify current premises and beliefs about principal professional learning and create new premises based on the teaching and learning approach to principal supervision.
- These meetings will align with monthly principal meetings.
- Timing: November 2022 through June 2023
 - Price: \$37,000

Price

The total price for the services described in this proposal is \$243,000 which includes professional time and out-of-pocket expenses (e.g., travel-related costs, program materials).

This price does not include PPS staff time or travel costs, or any costs associated with PPS facilities; PPS will be responsible for these costs.

To minimize travel-related expenses, our price assumes that, where possible, the following in-person meetings will be scheduled on consecutive dates:

- Quarterly half-day meetings with ASDs.
- Select regional superintendent coaching sessions.
- Two monthly principal meetings co-facilitated by The Leadership Academy.
- Half-day facilitation training sessions for OSP staff.



EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

Instructions to Contractor: To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

 MJD Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: NY State incorporated.

If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.

- I am not currently and have not been an employee of PPS within the last 18 months.
- I have a registered business entity with the State of Oregon, registration number _____. (If registered with another state, provide state here _____.)
- I have clients not associated with Portland Public Schools (PPS).
- I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- I have obtained licenses or certificates necessary to provide the contracted services.
- I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
 - I provide services under fixed-price contracts, where applicable.
 - I am required to correct defective work.
 - I warrant the services provided.
 - I purchase liability insurance or errors and omissions insurance.
- I invest in my business to deliver contracted services. When required to deliver services,
 - I purchase tools or equipment necessary to provide the services.
 - I pay for the premises or facilities where the services are provided.
 - I pay for licenses, certifications, or specialized training required to provide the services.
- I/my business will control the means and manner of providing the contracted services.

I certify that the initialed statements above are true and that I am engaged in an independently established business.

CONTRACTOR

Mary Jo Dunnington
Signature

Mary Jo Dunnington, Executive Director
Printed Name and Title

August 25, 2022
Date



Portland Public Schools Personal Services Contract
Exhibit C: Mandatory Contractor Training

Instructions to PPS Contract Manager: Before providing this Contract to the Contractor for review and signature, please mark the applicable checkboxes and training tier.

Instructions to Contractor: Portland Public Schools (PPS) requires all personal services contractors who will have direct, unsupervised contact with students to take certain trainings before the contract work begins. The specific training requirements applicable to this Contract depend on the box marked by the PPS Contract Manager indicating the extent of unsupervised contact that may occur. Please review carefully the training requirements and instructions that apply to this Contract. If training is required, you must sign the Certification below.

- ☒ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, Contractor will have no direct, unsupervised contact with students in the performance of this contract. Accordingly, there are no additional training requirements for Contractor and Contractor's employees or agents.
- ☐ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. Accordingly, there are additional training requirements for Contractor and Contractor's employees or agents:

- ☐ **Tier 1:** Contractor or Contractor's employees or agents will have less than 40 total hours of contact with students over the course of the contract period.

Examples: (1) Set designer working with students, at least partially unsupervised, for 20 total hours over an eight week period. (2) Mentor working unsupervised with a variety of students for a total of 30 service hours over the course the year

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)
Child Abuse Prevention and Reporting (30 minutes)

- ☐ **Tier 2:** Contractor or Contractor's employees or agents will have at least 40 total hours of contact with students over the course of the contract period or the PPS Contract Manager feels that additional training is warranted given the specific nature of the work.

Examples: Reading tutors and mentors working with students, at least partially unsupervised, for 40 or more hours over the course of a school year.

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)
Child Abuse Prevention and Reporting (30 minutes)
Adult Sexual Misconduct/ Title IX (32 minutes)
Identifying and Supporting Homeless Youth (8 minutes)
Discrimination, Harassment, and Bullying (35 minutes)

- ☐ **Partially or Fully Exempt:** Contractors who provide or require equivalent trainings and/or are exempt, including licensed medical and mental health services providers, licensed special education service providers, and off-site/non-District therapeutic treatment centers which are separately licensed by the state.

PPS Contract Manager to describe reason for partial or full exemption here and list any PPS trainings that still must be taken:



Portland Public Schools Personal Services Contract
Exhibit C: Mandatory Contractor Training

Instructions for Accessing the Training and Documenting Training Completion: All trainings are available at the following publicly accessible website and may be reviewed at your convenience: <https://www.pps.net/Page/17526>* After taking each training, you will be asked to complete a Contractor Course Completion Form to verify that that training is complete. PPS must receive a Course Completion Form from each of your agents and employees who will have direct, unsupervised contact with students.

* In some cases, the PPS Contract Manager will obtain PPS email addresses for Contractor's employees and agents and require that the mandatory trainings above be taken and tracked through PPS's professional development site. In such cases, the scope of work document (Exhibit A) will provide access instructions.

Contractor's Certification: I certify that I understand the training requirements above and will ensure that I and all of my agents and employees who may or will have direct, unsupervised contact with students will take all of the identified trainings before beginning work under this Contract. I understand that it is my responsibility to monitor training progress of my agents and employees and ensure training completion before work begins. I understand that Portland Public Schools may from time to time request records indicating training completion, and I will be prepared to provide those records immediately upon request. I designate the following person as the "Contractor Training Compliance Officer" responsible for ensuring training compliance and responding to PPS's requests for verification of training completion:

Contractor Training Compliance Officer Name: _____

Contract Training Compliance Officer Email Address: _____

CONTRACTOR

Mary Jo Dunnington
Signature

Mary Jo Dunnington, Executive Director
Printed Name and Title

August 25, 2022
Date



Portland Public Schools
Exhibit D: Mandatory Contractor COVID-19 Vaccine Attestation
and Waiver of Liability Addendum

Beginning October 18, 2021, Portland Public Schools, in compliance with Oregon Administrative Rule 333-019-1030, requires all contractors (including any employees or agents of contractors) who will have direct or indirect contact with PPS students as a result of their contract, whether at PPS schools or other sites, to be fully vaccinated* against COVID-19. Contractors and their employees and agents who are not fully vaccinated will not be permitted to have direct or indirect contact with students.

*Per the CDC, a person is considered fully vaccinated (a) two weeks after the second dose in a two-dose vaccine series, such as the Pfizer or Moderna vaccines, or (b) two weeks after a single-dose vaccine such as the Johnson & Johnson Janssen vaccine.

For more information about PPS's contractor vaccination mandate, please review these [Frequently Asked Questions](#).

To be completed by the PPS Contract Manager: Before providing this Contract to the Contractor for review and signature, please mark the applicable checkbox:

- ☒ This contract DOES NOT require any on-site work in PPS schools involving direct or indirect contact with students AND does not require in-person contact with students off-site.
- ☐ This contract DOES require on-site work in PPS schools involving direct or indirect contact with students OR requires in-person contact with students off-site.

To be completed by Contractor:

Step 1: Vaccination Attestation

Instructions: If you or any of your agents or employees will have direct or indirect contact with PPS students as a result of this contract, you must complete the following attestation. If you will have no direct or indirect contact with PPS students as a result of this contract, skip to Step 2: Waiver of Liability below.

Please read and initial.

_____ I attest that, per Oregon Administrative Rule 333-019-1030, any people within my organization who will have direct or indirect contact with PPS students under the above contract scope, whether at PPS sites or other sites, are already fully vaccinated as of the date of this attestation or will be fully vaccinated before the contracted work begins.

_____ I attest that I, or those with authority within my organization, have reviewed and verified the proof of vaccination of any people who will have direct or indirect contact with PPS students under the above contract scope.

_____ I attest that my organization, as required by Oregon Administrative Rule 333-019-1030, will maintain the proof of vaccination* for any such person (a) in accordance with applicable federal and state laws, and (b) for at least two full years. I attest that my organization will provide such documentation to the Oregon Health Authority upon request.

*"Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out form from the Oregon Health Authority's immunization registry.

_____ I attest that I will not allow any unvaccinated person (myself or any employee or agent) to have direct or indirect contact with students after October 18, 2021, even if such people have medical or religious exceptions to vaccination.



Portland Public Schools

Exhibit Error! Reference source not found.: Mandatory Contractor COVID-19 Vaccine Attestation and Waiver of Liability Addendum

_____ I attest that any people within my organization who will have direct or indirect contact with students will follow PPS's protective measures including wearing face coverings, distancing from others, and isolating or quarantining if exposed to or contracting COVID-19.

_____ I understand and agree that failure to comply with these requirements may result in immediate termination of my contract.

Step 2: Wavier of Liability

Instructions: Please read carefully the following Waiver of Liability and Hold Harmless Addendum for COVID-19 and sign below to signify your acceptance and agreement. The following terms are an addendum to your contract.

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

In addition to the other provisions in this contract, Contractor understands and accepts the following conditions:

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Portland Public Schools from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

Masks and Compliance with Schools' Health and Safety Protocols. Contractor attests that it understands that all contractor's employees and agents are required to wear a mask or face covering when in an indoor school setting pursuant to OAR 333-019-1015. "Face covering" means a cloth, polypropylene, paper or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. Contractors may be required to wear KN95 masks in response to heightened mitigation efforts. The school retains the ability to deny access to its facilities to any contractor who does not comply with the school's health and safety protocols.

I have read this Waiver of Liability and Hold Harmless Addendum for COVID-19. I certify that I have the authority to sign this addendum on behalf of the Contractor I represent, and I agree to be bound by its terms.

Contractor Signature

Mary Jo Dunnington, Executive Director

Printed Name and Title

August 25, 2022

Date



**AMENDMENT 1
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY**

Contract No. PS92073

This Amendment 1 changes certain contract provisions during the contract term for the above-numbered contract between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **THE LEADERSHIP ACADEMY** ("Contractor"). The parties agree as follows:

1. This Amendment 1 becomes effective on the date on which the Amendment is fully executed by both parties. **No party shall perform work under this Amendment before the effective date.**
2. This Amendment changes the contract as follows: This is contract amendment for the Affinity Group work Michele Shannon, from Leadership Academy, will be engaging with the AOC Group during PPS Monthly Leadership Sessions.

CONTRACT AMOUNTS	
A. Original Contract Amount	\$243,000.00
B. Total Amount of Previous Amendments	\$0.00
C. AMOUNT OF THIS AMENDMENT	\$8,000.00
D. New Total Contract Amount (A+B+C)	\$251,000.00

3. All other terms and conditions of this Contract shall remain the same.

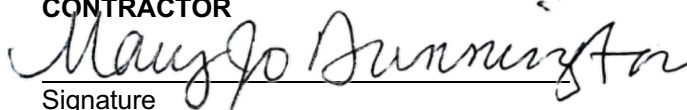
CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Person: Philip Benowitz
Address: 10-27 46th Avenue, Suite 101
City, State, Zip: Long Island City, NY, 11101
Telephone: 646-981-2140
Email: pbenowitz@leadershipacademy.org

District Point of Contact: Office of Professional Learning & Leadership / Loretta Benjamin Samuels (*lbenjami@pps.net*), PLL, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR


Signature

Mary Jo Dunnington, Executive Director

Contractor Printed Name and Title

July 7, 2023

Date

DISTRICT



Paul Williams
Sr. Manager, Purchasing & Contracting

8/7/2023

Date



PERSONAL SERVICES CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY

Contract No. PS 94377

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and THE LEADERSHIP ACADEMY ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Name: Philip Benowitz
Address: 10-27 46th Avenue, Suite 101
City, State, ZIP: Long Island City, NY, 11101
Telephone: 646-981-2140
Email: pbeowitz@leadershipacademy.org

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☒ Nonprofit Corporation ☐ Other [describe: _____]

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

District Point of Contact: Loretta Benjamin Samuels (*lbenjami@pps.net*), Professional Learning & Leadership, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on November 1, 2023 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through June 30, 2024.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to (e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

OR

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

OR

☐ Other (explain):

- b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is **\$181,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$ per .

OR

☒ District shall pay Contractor as described in attached Exhibit

- d. Invoicing (please check one):

☒ Contractor shall invoice District . Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

OR

☐ Other: Invoicing and payment shall be as follows: Please explain the alternate rate of pay. Example: lump sum, flat fee, etc.. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:

<ul style="list-style-type: none">• Invoice date• Invoice number• Contract number• Invoice period• Dates of service• Detailed description of service	<ul style="list-style-type: none">• Payment rate• Total payment due• Vendor name• Remit to address• Contact information
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5. **Other Payment Issues.**

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.

- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
- (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
- (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
 - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
- e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
 - District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - Contractor Licensing, etc.: Notwithstanding Section 13.c, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 16(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

17. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has

- a. Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

18. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

19. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.

20. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

21. Ownership of Work Products. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

22. Work Performed on District Property. Contractor shall comply with the following:

- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

23. Unsupervised Contact with Students; Criminal Background Checks. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - Contractor shall pay all fees assessed by the Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- 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. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
 - c. General Liability. PLEASE READ CAREFULLY
 1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
 2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
 3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
 - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

31. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

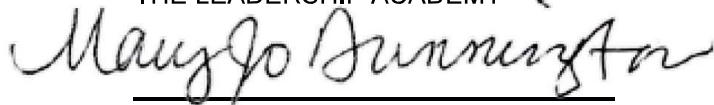
35. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. Notices. All notices or demands of any kind required or desired to be given by District or Contractor 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 the addresses herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

THE LEADERSHIP ACADEMY



Signature

Mary Jo Dunnington, Executive Director

Contractor Printed Name and Title

Nov 6, 2023

Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON



Emily Courtnage
Director, Purchasing & Contracting

November 29, 2023

Date

Proposal to Portland Public Schools to Provide Virtual One-on-One Coaching for Assistant Superintendents and Senior Directors

The Leadership Academy is pleased to submit this proposal to Portland Public Schools (PPS) and continue our partnership to support building their leadership team as more culturally responsive school leaders. This proposal describes our proposed scope of services, estimated timing, and price.

Proposed Scope of Services

We understand that Portland Public School is interested in continuing to build the capacity of the Office of School Performance (OSP) team through one-on-one coaching. To meet these needs, we are proposing 13.5 hours of virtual one-on-one coaching for 11 leaders each (Assistant Superintendents and Senior Directors). Although one-on-one coaching sessions are generally 1-2 hours, each coach and coachee can decide the timing and duration of their sessions.

We will also administer the Leadership Circle Profile 360-degree Assessment for leaders who were not coached in FY23 and have not completed this assessment. We assume that there are four such leaders. The Leadership Circle Profile is an independently validated assessment that will survey the chair of the board, other senior leaders, direct reports, and others about their perception of each individual's leadership. The Leadership Circle Profile measures two crucial leadership domains – Creative Competencies and Reactive Tendencies – and integrates information in a way that enables key strengths and areas for development to rise to the surface. The 360 results will provide each leader and their coach with a rich set of data to analyze in terms of leadership skills and areas for growth, and this data will be used to set learning goal(s).

Timeline

The services described in this proposal are expected to be delivered between November 2023 and run through June 2024. Each leader and coach pairing will determine the dates and times for their sessions.

Price of Proposed Services

The Leadership Academy's price for the services described in this proposal is \$46,000. This price includes Leadership Academy staff time and related out-of-pocket expenses. This price does not include Portland Public Schools staff time or travel costs, or any costs associated with space, A/V equipment/support, or participant food/beverage; Portland Public Schools will be responsible for these costs.

Please Note

The prices stated in this document are valid for 45 days from the date of this proposal. If this proposal has not been approved by that date, the price and the availability of staff cannot be guaranteed.

Proposal to Portland Public Schools To Build the Capacity of the Office of School Performance Team Through Professional Learning, Small Group Coaching, and Monthly Status Meetings

The Leadership Academy is pleased to submit this proposal to Portland Public Schools (PPS) to continue our partnership in building the capacity of the Office of School Performance (OSP) team. This proposal presents our proposed scope of services, the estimated timing, and price.

Proposed Scope of Services

We understand that Portland Public School is interested in continuing to build the capacity of the Office of School Performance team as culturally responsive leaders. To meet these needs, we propose the following scope of services:

1. Professional learning for the OSP team
2. Small group coaching for OSP leaders
3. Monthly status check-ins with OSP leadership

Each scope component is described below.

Professional Learning for Office of School Performance Team

To continue building the coaching capacity of the OSP team, we propose professional learning that leverages the approach and tools in the PPS Coaching Toolkit. We assume 24 leaders will participate in:

- 2 in-person full-day sessions
- 2 virtual 3-hour sessions

Small Group Coaching for OSP Leaders

To complement the professional learning for the OSP team, we propose dividing participants into four small groups and conducting four small group coaching sessions for each group. Small groups will consist of PLL Coaches, Elementary Senior Directors, Secondary Senior Directors and OSP Leadership. Small group coaching will be an opportunity for leaders in similar roles to address problems of practice, role play, review peer coaching videos, etc.

In one of the four sessions, a facilitator/coach from The Leadership Academy will shadow each participant for approximately 3 hours and provide feedback. We estimate that each facilitator/coach will require 2.5 days per group to complete their shadowing of each group.

The remaining three sessions will be 3-hour virtual sessions. The final content of each session will be finalized between The Leadership Academy and PPS.

Proposal to Portland Public Schools to Provide Virtual One-on-One Coaching for Assistant Superintendents and Senior Directors

The Leadership Academy is pleased to submit this proposal to Portland Public Schools (PPS) and continue our partnership to support building their leadership team as more culturally responsive school leaders. This proposal describes our proposed scope of services, estimated timing, and price.

Proposed Scope of Services

We understand that Portland Public School is interested in continuing to build the capacity of the Office of School Performance (OSP) team through one-on-one coaching. To meet these needs, we are proposing 13.5 hours of virtual one-on-one coaching for 11 leaders each (Assistant Superintendents and Senior Directors). Although one-on-one coaching sessions are generally 1-2 hours, each coach and coachee can decide the timing and duration of their sessions.

We will also administer the Leadership Circle Profile 360-degree Assessment for leaders who were not coached in FY23 and have not completed this assessment. We assume that there are four such leaders. The Leadership Circle Profile is an independently validated assessment that will survey the chair of the board, other senior leaders, direct reports, and others about their perception of each individual's leadership. The Leadership Circle Profile measures two crucial leadership domains – Creative Competencies and Reactive Tendencies – and integrates information in a way that enables key strengths and areas for development to rise to the surface. The 360 results will provide each leader and their coach with a rich set of data to analyze in terms of leadership skills and areas for growth, and this data will be used to set learning goal(s).

Timeline

The services described in this proposal are expected to be delivered between November 2023 and run through June 2024. Each leader and coach pairing will determine the dates and times for their sessions.

Price of Proposed Services

The Leadership Academy's price for the services described in this proposal is \$46,000. This price includes Leadership Academy staff time and related out-of-pocket expenses. This price does not include Portland Public Schools staff time or travel costs, or any costs associated with space, A/V equipment/support, or participant food/beverage; Portland Public Schools will be responsible for these costs.

Please Note

The prices stated in this document are valid for 45 days from the date of this proposal. If this proposal has not been approved by that date, the price and the availability of staff cannot be guaranteed.

Monthly Status Check-Ins

We propose monthly status check-ins with OSP leadership to assess progress throughout the year, recommend changes, and support the development of a plan to create a PPS system-wide coaching program. To accomplish these objectives, we propose monthly 2-hour virtual meetings with OSP leaders.

Timeline

The scope of services described in this proposal are expected to be delivered between November 2023 and June 2024. Specific dates and times for all sessions will be determined by the district and The Leadership Academy once the contract for this work has been finalized.

Price of Proposed Services

The Leadership Academy’s price for the services described in this proposal is \$135,000 which includes:

Professional Learning	\$36,000
Small Group Coaching	\$79,000
Monthly Status Check-Ins	\$20,000

These prices include Leadership Academy staff time and related out-of-pocket expenses. These prices do not include Portland Public Schools staff time or travel costs, or any costs associated with space, A/V equipment/support, or participant food/beverage; Portland Public Schools will be responsible for these costs.

In-Person vs. Virtual Work

Given the ongoing public health concerns associated with COVID-19, we continue to carefully manage our in-person work and staff travel. This proposed plan includes in-person sessions. We reserve the right to shift these sessions from in-person to virtual if local COVID-19 transmission rates are high and/or require participants to wear masks during in-person sessions to protect our staff. As it relates to COVID-19 transmission rates, “local” includes rates in the locations where The Leadership Academy team members reside as well as the area of the district. We will work collaboratively with Portland Public Schools.

Please Note

The prices stated in this document are valid for 45 days from the date of this proposal. If this proposal has not been approved by that date, the price and the availability of staff cannot be guaranteed.



EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

Instructions to Contractor: To comply with Oregon rules (ORS 670.600) establishing contractor status,

Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

 X Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: .

If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.

 I am not currently and have not been an employee of PPS within the last 18 months.

 I have a registered business entity with the State of Oregon, registration number . (If registered with another state, provide state here .)

 I have clients not associated with Portland Public Schools (PPS).

 I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.

 I have obtained licenses or certificates necessary to provide the contracted services.

 I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).

 I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.

 When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.

 I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,

 I provide services under fixed-price contracts, where applicable.

 I am required to correct defective work.

 I warrant the services provided.

 I purchase liability insurance or errors and omissions insurance.

 I invest in my business to deliver contracted services. When required to deliver services,

 I purchase tools or equipment necessary to provide the services.

 I pay for the premises or facilities where the services are provided.

 I pay for licenses, certifications, or specialized training required to provide the services.

 I/my business will control the means and manner of providing the contracted services.

I certify that the initialed statements above are true and that I am engaged in an independently established business.

CONTRACTOR

Mary Jo Dunnington
Signature

Mary Jo Dunnington, Executive Director - Business Development
Printed Name and Title

Nov. 6, 2023
Date

TLA 23-24 OSP:PLL Contract

Final Audit Report

2023-11-06

Created:	2023-11-06
By:	Rubi Gonzalez (rgonzalez@pps.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAADpVS04arECQ8tnvBD7tDhm0BQJGovt19

"TLA 23-24 OSP:PLL Contract" History



Document created by Rubi Gonzalez (rgonzalez@pps.net)

2023-11-06 - 9:50:01 PM GMT



Document emailed to Loretta Benjamin Samuels (lbenjami@pps.net) for signature

2023-11-06 - 9:51:26 PM GMT



Email viewed by Loretta Benjamin Samuels (lbenjami@pps.net)

2023-11-06 - 10:37:54 PM GMT



Document e-signed by Loretta Benjamin Samuels (lbenjami@pps.net)

Signature Date: 2023-11-06 - 10:39:20 PM GMT - Time Source: server



Agreement completed.

2023-11-06 - 10:39:20 PM GMT



Adobe Acrobat Sign



**AMENDMENT 1
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
THE LEADERSHIP ACADEMY**

Contract No. PS94377

This Amendment 1 changes certain contract provisions during the contract term for the above-numbered contract between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **THE LEADERSHIP ACADEMY** ("Contractor"). The parties agree as follows:

1. This Amendment 1 becomes effective on the date on which the Amendment is fully executed by both parties. **No party shall perform work under this Amendment before the effective date.**
2. This Amendment changes the contract as follows: The scope and cost remains the same; we would like to amend the date to extend through August 31, 2024.

CONTRACT AMOUNTS	
A. Original Contract Amount	\$181,000.00
B. Total Amount of Previous Amendments	0
C. AMOUNT OF THIS AMENDMENT	0
D. New Total Contract Amount (A+B+C)	\$181,000.00

3. All other terms and conditions of this Contract shall remain the same.


CONTRACTOR DATA

Contractor Name: THE LEADERSHIP ACADEMY
Contact Person: Phil Benowitz
Address: 10-27 46th Ave, Suite 101
City, State, Zip: Long Island City, NY, 11101
Telephone: 646-981-2140
Email: pbenowitz@leadershipacademy.org

District Point of Contact: Emily Walsh (ewalsh@pps.net), Professional Learning & Leadership, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR



Signature

Mary Jo Dunnington, Executive Director

Contractor Printed Name and Title

June 25, 2025

Date

DISTRICT



Emily Courtnage
Director, Purchasing & Contracting

June 28, 2024

Date