

8500524011



Performance Fact, Inc.
4022 Balfour Ave
Oakland, CA 94610
(510)568-7944
contact@performancefact.com
www.performancefact.com

fact
INVOICE

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

~~INVOICE~~ # 1581
DATE 09/26/2022
DUE DATE 10/26/2022
TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|----------|----------|
| Services - Strategic Planning Board Retreat | 1 | 7,800.00 | 7,800.00 |

Invoice 1 of 1

BALANCE DUE

\$7,800.00

PO # 8500524011

MC'd 9/28/02

8500530609



PERFORMANCE

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INVOICE

Performance Fact, Inc.

4022 Balfour Ave
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PO#8500530609

Receiving processes 12-28-2023
LRSaldivar, Financial Analyst II

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1653**DATE** 11/21/2023**DUE DATE** 12/21/2023**TERMS** Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 31,000.00 | 31,000.00 |

Invoice 7 of 7

BALANCE DUE

\$31,000.00

8500 530 609



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INVOICE

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1642

DATE 07/17/2023

DUE DATE 08/16/2023

TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 31,000.00 | 31,000.00 |

Invoice 6 of 7

BALANCE DUE

\$31,000.00



Performance Fact, Inc.
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Oakland, CA 94610
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INVOICE

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1630

DATE 06/12/2023

DUE DATE 07/12/2023

TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 31,000.00 | 31,000.00 |

Invoice 5 of 7

BALANCE DUE

\$31,000.00

PO 8560530609
Rec'd 6/13/23
Mat. Doc. 5-770229



Performance Fact, Inc.
4022 Balfour Ave
Oakland, CA 94610
(510)568-7944
contact@performancefact.com
www.performancefact.com

INVOICE

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1603**DATE** 01/23/2023**DUE DATE** 02/22/2023**TERMS** Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 93,000.00 | 93,000.00 |

Invoice 2 of 5

BALANCE DUE

\$93,000.00

8500 530609



PERFORMANCE

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INVOICE

Performance Fact, Inc.

4022 Balfour Ave
Oakland, CA 94610
(510)568-7944
contact@performancefact.com
www.performancefact.com

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1626**DATE** 04/20/2023**DUE DATE** 05/20/2023**TERMS** Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 93,000.00 | 93,000.00 |

Invoice 4 of 5

BALANCE DUE

\$93,000.00

8500 530 609



PERFORMANCE

fact

INVOICE

Performance Fact, Inc.
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(510)568-7944
contact@performancefact.com
www.performancefact.com

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1610

DATE 02/16/2023

DUE DATE 03/18/2023

TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 93,000.00 | 93,000.00 |

Invoice 3 of 5

BALANCE DUE

\$93,000.00



Performance Fact, Inc.
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Oakland, CA 94610
(510)568-7944
contact@performancefact.com
www.performancefact.com

8500 530609

INVOICE

BILL TO

Dr. Michelle Reid
Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, Virginia 22042

INVOICE # 1596

DATE 12/19/2022

DUE DATE 01/18/2023

TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-----------|-----------|
| Services - Strategic Planning Strategic Planning | 1 | 83,000.00 | 83,000.00 |

Invoice 1 of 5

BALANCE DUE

\$83,000.00

PO 8500530609

Mat. Doc. # 5-732377

Rec'd 1-3-23

THE PARTIES TO THIS CONTRACT, Fairfax County Public Schools ("FCPS" or "the County") AND Performance Matters, Inc., including its subcontractors ("Contractor" or "Consultant"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the Contractor to provide strategic planning consultant support as described in Attachment A.
2. PERIOD OF CONTRACT:
 - a. The period of this contract shall be from October 10, 2022 through June 30, 2023. The Contractor agrees that prices shall remain firm for one year.
3. COMPENSATION:
 - a. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices. The request for a change will include as a minimum (1) the cause for this adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Increases are not guaranteed but will be granted at the discretion of the Purchasing Agent.
 - b. FCPS agrees to pay the Contractor as follows:

| | |
|-------------------|----------|
| October 30, 2022 | \$93,000 |
| December 30, 2022 | \$93,000 |
| February 28, 2023 | \$93,000 |
| April 30, 2023 | \$93,000 |
| May 30, 2023 | \$93,000 |
 - c. Reimbursement for approved travel expenses shall be reimbursed in accordance with Federal GSA per diem rates and Fairfax County Public Schools [Regulation 5310 Travel Local and Nonlocal](#).
 - d. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
4. AUTHORITY:
 - a. The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will

provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. DEFINITIONS: The term "contract" refers to this standard form contract and any exhibits or attachments. Unless otherwise defined in this contract, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

6. INTERPRETATION OF CONTRACT:

- a. Any questions pertaining to this contract shall be directed to:

Adrien Walker, Senior Contract Specialist
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042
Telephone Number: (571) 423-3593
E-mail: awalker@fcps.edu

7. METHOD OF ORDERING: As requirements arise, authorized individuals may place orders for specific quantities of items covered in this contract. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.

8. INSPECTION AND ACCEPTANCE: Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

9. BILLING: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

10. PAYMENT:

- a. Payment will be made after satisfactory performance that is in accordance with all provisions of the contract and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
- b. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

11. CONTRACT INSURANCE PROVISIONS:

- a. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

- b. The Contractor must during the continuance of all work under the contract provide the following:

- (1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and

disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

- (2) The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
- c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- d. Cyber Insurance, in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.
- e. Liability Insurance "Claims Made" basis:
 1. If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 2. The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- f. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- g. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- h. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- i. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- j. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.

- k. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- l. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- m. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- n. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- o. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- p. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- q. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- r. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- s. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

12. **INDEMNIFICATION:**

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 12, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

- 13. CONTRACT ALTERATIONS: No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- 14. CHANGES: If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

- 15. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
- 16. TERMINATION OF CONTRACTS- This Contract will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

17. TERMINATION FOR CONVENIENCE

- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.
- b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 20.b shall survive termination of the contract.

18. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor is entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

19. GUARANTIES & WARRANTIES: All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

20. GENERAL GUARANTY: Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

21. SERVICE CONTRACT GUARANTY: Contractor agrees to:

- a. Furnish services described in the resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the

Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

22. OFFICIALS NOT TO BENEFIT:

- a. Each bidder, offeror or contractor shall certify, upon signing a bid, proposal or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose a financial benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible financial benefit.
- c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

23. LICENSE REQUIREMENT: All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>.

24. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

25. SUPPLIER DIVERSITY:

- a. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- b. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

26. INELIGIBILITY: Any person or firm suspended or debarred from participation in County procurement will be notified in writing by the County Purchasing Agent, in accordance with Article 5, Section 1 of the Fairfax County Purchasing Resolution.

27. ORDER OF PRECEDENCE: In the event of conflict, the provisions of this standard form contract shall take precedence over any other contract document.
28. DELAYS AND SUSPENSIONS:
 - a. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
 - b. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
 - c. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.
29. CONTRACTUAL DISPUTES:
 - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
 - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
30. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. In addition to the requirement of the Fairfax County Purchasing Resolution, any contractor that seeks monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.
31. VENUE: This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

32. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS: The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.
33. HIPAA COMPLIANCE: During the performance of this contract, the Contractor agrees to comply with Article 2, Section 7 of the Fairfax County Purchasing Resolution, as amended. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.
34. SUBCONTRACTING:
 - a. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.
 - b. As part of this contract award, the Contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this contract.
35. SAFEGUARDS OF INFORMATION:
 - a. FCPS will assign designated PFI staff and subcontractors usernames that provide access to the fcps.edu digital environment and email system. Contractor and its subcontractor shall use their fcps.edu accounts for all work related to this project and shall not use their fcps.edu accounts for work unrelated to this contract.
 - b. Contractor and its subcontractor shall only use FCPS-issued devices or FCPS-issued virtual desktops for all work related to this project.
 - c. Contractor(s) agrees to delete all data from their primary backup and discovery systems at the completion of this project.
 - d. Any information, reports, or other materials given to, prepared or assembled by the Contractor or its subcontractors under the final contract are "FCPS Records," and at all times are and shall remain the property of FCPS. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any FCPS Records. Contractor will adhere to [FCPS Policy 1475](#) and [Regulation 1475](#) in the collection and use of data, including but not limited to making all survey responses voluntary, gaining student assent for surveys, using informed consent procedures with focus group participants, and ensuring student privacy and identities are protected in data reporting.
 - e. The Contractor shall take all reasonable steps necessary to ensure that its officers, directors, employees, subcontractors, and other representative (collectively, the "Authorized Representatives") shall use FCPS Records solely for purposes related to and in fulfillment of the performance by the Contractor of their obligations pursuant to the contract.
 - f. **Other Security Requirements.** The Contractor shall maintain all technologies, policies, procedures and practices necessary to secure and protect the integrity of FCPS Records. In the event of a security breach, the Contractor shall (i) immediately take action to close the breach; (ii) notify FCPS within 2 business days after the Contractor's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Records compromised by the breach; (iii) return to FCPS the compromised FCPS Records for review; and (iv) provide FCPS with notice within 2 business days after notice or service on Contractor, whichever occurs first, of any lawsuits resulting from, or government investigations of, the handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Contractor shall provide satisfactory documentation of their compliance with the security requirements of this provision prior to performing services under the contract. The Contractor's compliance with the requirements of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the contract.
 - g. **Disposition of FCPS Records Upon Termination of Contract.** Upon expiration of the term of the contract, or upon the earlier termination of the contract for any reason, the Contractor covenant and

agree that they promptly will deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS Records. The non-disclosure obligations of the Contractors and their Authorized Representatives regarding the information contained in FCPS Records shall survive termination of the contract.

- h. The Contractor shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Contractor or any of its officers, directors, employees, agents, subcontractors, or representatives (including the Authorized Representatives) of any provision of paragraph 35 of this contract.

36. **NON-DISCRIMINATION:**

- a. During the performance of this contract, the contractor agrees:
 - i. that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

The contractor will include the provisions of paragraphs i, ii, and iii above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. **Fairfax County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.**

- 37. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 38. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.

39. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
40. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.
41. **BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**
- a. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
 - b. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
 - c. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the

County/School facility without appropriate identification badges will immediately be dismissed from the job site.

d. Failure to comply with the above requirements may result in termination of the contract.

42. **NON-VISUAL ACCESS.** All information technology, which is purchased or upgraded by the Customer under this Agreement, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Agreement:
- Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - Compliance with the nonvisual access standards set out this Section is not required if the Director of the Office of Procurement Services determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.
43. **AUDIT BY CUSTOMER:** Customer or its agent has reasonable access to and the right to examine any records of Contractor involving transactions related to the Agreement or compliance with any clauses thereunder, for a period of three (3) years after final payment. Contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. The Director of the Office of Procurement Services may accept modifications to this requirement, in their discretion.

ACCEPTED BY:



10/14/2022

Performance Fact, Inc.

Date



10/14/2022

FAIRFAX COUNTY PUBLIC SCHOOLS
Michelle Pratt
Director, Procurement

Date

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

| Line | SMALL BUSINESS | LARGE BUSINESS | OWNERSHIP |
|------|-------------------|-------------------|-------------------------|
| 1. | ___ B | ___ Y | Regardless of Ownership |
| 2. | ___ C | ___ A | Women-Owned |
| 3. | <u> X </u> X | <u> X </u> V | Minority-Owned |

NAME OF FIRM: Performance Fact, Inc.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: N/A

Prime Contractors Name: Performance Fact, Incorporated

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. Special Provisions, titled "Subcontracting"). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

| SUBCONTRACTOR(S) NAME | STREET ADDRESS | CITY | STATE | ZIP CODE | ANTICIPATED DOLLAR AMOUNT | VENDOR CLASSIFICATION |
|--------------------------|----------------|------|-------|----------|------------------------------|--------------------------|
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Complete and return this form with your Contract.

ATTACHMENT A**Scope of Work****1. Data Collection and Analysis**

- A. The Consultant team will analyze student data to identify trends and recommendations in support of the development of strategic goals. All data will be non-personally identifiable and aggregated. The Consultant team will:
- Work with FCPS staff to identify the data needs
 - Establish a regular communication/ meeting structure to clarify FCPS questions related to data needs and to facilitate the sharing and appropriate handling of data in alignment with FCPS regulations
 - Work in collaboration with FCPS staff to develop an anonymous student survey that adheres to FCPS regulations for students in grades 3-6 and students in grades 7-12.
 - Provide a platform for the survey that adheres to FCPS data security requirements
 - Provide a report of the Division and region-level findings to the identified project teams as determined by the Superintendent
 - Maintain data in accordance with the security checklist information submitted to FCPS regarding the data's storage and security
 - Provide a student-level data file of the survey responses, including definitions of data fields, for FCPS' use
- B. FCPS will retain sole ownership of all data collected as part of this contract. As such, all data collected in connection with this contract will be turned over by the Contractor(s) to FCPS staff. The Consultant team will be serving as an agent for the delivery of surveys and facilitated focus groups at various FCPS facilities. And Performance Fact, Inc. and Dr. Ed Fuller will both be acting as School Officials in exchanging information and receiving and exchanging survey results. No videotaping of focus groups will be permitted.
- a. FCPS will assign designated PFI staff and subcontractors usernames that provide access to the fcps.edu digital environment and email system. Contractor and its subcontractor shall use their fcps.edu accounts for all work related to this project and shall not use their fcps.edu accounts for work unrelated to this contract.
 - b. Contractor and its subcontractor shall only use FCPS-issued devices or FCPS-issued virtual desktops for all work related to this project.
 - c. Contractor(s) agrees to delete all data from their primary backup and discovery systems at the completion of this project
- C. The Consultant team will collect and analyze qualitative data from focus groups and community forums to identify trends and recommendations in support of the development of strategic goals.
- D. The Consultant will work with FCPS staff to coordinate:
- Division-wide elementary, middle, and high school student focus groups to be held virtually
 - A minimum of 15 community forums that will be held in-person and virtually
 - Principal-led student focus groups at all secondary schools
- E. As mutually agreed by the Superintendent and the Consultant, the Consultant will serve as a facilitator for small focus groups and/or community forums to collect qualitative data to inform the strategic plan development. These focus groups may be conducted virtually or in-person as determined by the Superintendent and Consultant.

- F. When agreed upon by the Superintendent and Consultant, the Consultant will provide the appropriate training and protocols to identified staff to facilitate additional focus groups and community forums.
- G. The Consultant will provide the appropriate tools for qualitative data collection.
- H. The Consultant will provide a written report summarizing the findings of the focus groups and community forums.

2. Project Management

- A. The Consultant will establish regular coordination meetings with the Superintendent and identified staff to ensure the project is meeting key milestones and deliverables
- B. The Consultant will support FCPS staff championing each of the work streams by providing relevant training and consultation throughout the project
- C. The Consultant will meet with the Superintendent's Cabinet every Monday (virtually) for a minimum of a 30 minute project update.
- D. The Consultant will participate in additional strategic planning governance/ coordination meetings with the Superintendent and/or staff as needed.

3. Communication

- A. The Consultant will provide content to support community awareness and engagement in the strategic planning process as requested by FCPS. This includes, but is not limited to, content for family letters, websites, and emails

4. Board Presentations

- A. The Consultant will facilitate or co-facilitate seven (7) School Board Work Sessions/ Retreats focused on the development of the strategic plan.
 - These sessions will be a mix of full day work sessions and shorter updates as determined by mutual agreement of the Superintendent and the consultant.
 - The sessions will occur in-person and the consultant may join virtually for shorter updates when agreed upon.
 - In collaboration with the Superintendent and designated staff, work to develop the objectives and materials for the work sessions including any advanced research and development of presentation materials.
 - Work with the Superintendent and designated staff to address action items from the Board engagements and provide recommendations for follow up.
- B. Provide a final written report to the Superintendent by a mutually agreed upon date in May to detail the new FCPS strategic plan which will be presented at a School Board meeting.

5. Work Teams

- A. The Consultant will serve as the facilitator or co-facilitator of the Core Team and the Alignment Team.
 - The Consultant will conduct the advanced work to prepare for these engagements, including but not limited to conducting research, synthesizing data, and preparing meeting materials.
 - Core Team meetings will include at least 4 full-day meetings and one-half day in-person meeting.
 - Alignment team meetings will include at least 5 two-hour meetings.
 - Meetings will occur in a designated FCPS facility or online by mutual agreement of the Superintendent and Consultant.
- B. The Consultant will support the facilitation of other work streams including a family team, instructional focus team, principal/ administrator team, and school/department team. Additional teams may be added by mutual agreement of the Superintendent and Consultant.
 - The Consultant will develop or co-develop (with identified FCPS staff) the meeting materials for each of these engagements.
 - The Consultant will provide the superintendent with a written summary of these engagements along with recommendations.

6. Key Interactions & Calendar

The following pages contain the outline of the interactions and interfaces with each planning team, between October 2022 and May 2023. The calendar stakeholder and partner engagements will not change, but the dates may be adjusted by mutual consent of FCPS and Performance Fact, as conditions warrant.

FAIRFAX COUNTY PUBLIC SCHOOLS (Falls Church, VA)
2022-2023 STRATEGIC PLANNING CALENDAR STAKEHOLDER AND PARTNER ENGAGEMENTS
Designed & facilitated by Performance Fact, Inc.
LAST UPDATED: October 5, 2022

| | | Client's Time Zone (Eastern) | | | | | |
|---------------|------------|------------------------------|-----------------|-----------------|-----------------|------------------------------|----------|
| <u>Date</u> | <u>Day</u> | <u>Start Time</u> | <u>End Time</u> | <u>Duration</u> | <u>Location</u> | <u>TEAM</u> | |
| 4-Nov-22 | Friday | - | - | Apprx. 20 | Each school | Student Voice: Online Survey | SV |
| 30-Nov-22 | Wednesday | - | - | 45-90 minutes | Each school | Student Voice: Principal-Led | SV |
| 30-Nov-22 | Wednesday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | CPT |
| 1-Dec-22 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | CPT |
| 12-Jan-23 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | CPT |
| 1-Feb-23 | Wednesday | 4:00 PM | 7:00 PM | 3 hours | Onsite | Core Planning Team | CPT |
| 13-Mar-23 | Monday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | CPT |
| 30-Nov-22 | Wednesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | ALT-TEAM |
| 18-Jan-23 | Wednesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | ALT-TEAM |
| 28-Feb-23 | Tuesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | ALT-TEAM |
| 17-Apr-23 | Tuesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | ALT-TEAM |
| 8-May-23 | Monday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | ALT-TEAM |
| January 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | FAM |
| February 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | FAM |
| April 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | FAM |
| May 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | FAM |
| 7-Dec-22 | Wednesday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | IFT |
| 8-Dec-22 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | IFT |
| 18-Jan-23 | Wednesday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | IFT |

| | | | | | | | |
|---------------|----------|---------|---------|---------------|---------|-----------------------------------|--------------|
| 2-Feb-23 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | IFT |
| February 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-Elem | SV TEAM-ELEM |

| | | | | | | | |
|----------------|--------------|---------|---------|---------------|----------------|---------------------------------------|---------------|
| February 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-MS | SV TEAM-MS |
| February 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-HS | SV TEAM-HS |
| March 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-Elem | SV TEAM-ELEM |
| March 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-MS | SV TEAM-MS |
| March 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-HS | SV TEAM-HS |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD A |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD B |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD C |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD D |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD E |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD F |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD G |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD H |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD I |
| 19-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #1 | CF - AT-LARGE |
| 19-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #1 | CF - AT-LARGE |
| 19-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (Spanish)-Session #1 | CF - AT-LARGE |
| Mid/Late March | TBD | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #2 | CF - AT-LARGE |
| Mid/Late March | TBD | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #2 | CF - AT-LARGE |
| Mid/Late March | TBD | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (Spanish)-Session #2 | CF - AT-LARGE |
| January 2023 | TBD | TBD | TBD | 2 hours | Virtual/Onsite | Principals/Admin Team | P/AT |
| March 2023 | TBD | TBD | TBD | 2 hours | Virtual/Onsite | Principals/Admin Team | P/AT |
| January 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | School/Department | S/D |
| March 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | School/Department | S/D |
| May 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | School/Department | S/D |
| October 2022 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| November 2022 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| December 2022 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |

| | | | | | | | |
|----------------|--------------|----------|----------|---------------|----------------|----------------------------------|-----|
| January 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| February 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| March 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| April 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| May 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| June 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| 18-Oct-22* | Tuesday | 10:00 AM | 10:30 AM | 30 minutes | Virtual | Board Review: Update | BD |
| 29-Nov-22 | Tuesday | TBD | TBD | TBD | Onsite | Board Review: Update | BD |
| 13-Dec-22* | Tuesday | TBD | TBD | TBD | Virtual | Board Review: Update | BD |
| 10-Jan-23* | Tuesday | TBD | TBD | TBD | Virtual | Board Review: Update | BD |
| 21-Feb-23 | Tuesday | TBD | TBD | TBD | Onsite | Board Review: Update | BD |
| 28-Mar-23 | Tuesday | TBD | TBD | TBD | Onsite | Board Review: Update | BD |
| 25-Apr-23 | Tuesday | TBD | TBD | TBD | Onsite | Board Review: Update | BD |
| 9-May-23* | Tuesday | TBD | TBD | TBD | Virtual | Board Review: Final Plan | BD |
| | | | | | | | |
| * Short Update | | | | | | | |

November 7, 2022

AMENDMENT NO. 1

CONTRACT TITLE: Strategic Plan Consulting Services

CONTRACTOR
Performance Fact, Inc.
4022 Balfour Ave.
Oakland, CA 94610

SUPPLIER ID
1000049619

CONTRACT NO.
4400011578

By mutual agreement, Contract 4400011578 is amended to:

- 1) Delete and replace Attachment A, Scope of Work with the attached new Attachment A, Scope of Work.
- 2) Delete and replace Section 3.b (new pricing)

FCPS agrees to pay the Contractor as follows:

| | |
|-------------------|----------|
| October 30, 2022 | \$83,000 |
| December 30, 2022 | \$93,000 |
| February 28, 2023 | \$93,000 |
| April 30, 2023 | \$93,000 |
| May 30, 2023 | \$93,000 |

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:



Signature

President/CEO

Title

Mutiu Fagbayi

Printed Name

11/4/2022

Date



Michelle R. Pratt
Director

MRP/rt

DISTRIBUTION:

Contractor
Marcy Kneale, Division Superintendent's Office

FD
11/09/22

ATTACHMENT A
Scope of Work

1. Data Collection and Analysis

- A. The Consultant team will analyze student data to identify trends and recommendations in support of the development of strategic goals. All data will be non-personally identifiable and aggregated. The Consultant team will:
 - i. Work with FCPS staff to identify the data needs
 - ii. Establish a regular communication/ meeting structure to clarify FCPS questions related to data needs and to facilitate the sharing and appropriate handling of data in alignment with FCPS regulations
 - iii. Work in collaboration with FCPS staff to develop an anonymous student survey that adheres to FCPS regulations for students in grades 3-6 and students in grades 7-12. The survey will be administered by FCPS. Survey questions will be the property of FCPS and the Consultant.
 - iv. Provide a report of the Division and region-level findings to the identified project teams as determined by the Superintendent
 - v. Maintain data in accordance with the security checklist information submitted to FCPS regarding the data's storage and security
 - vi. Provide a student-level data file of the survey responses, including definitions of data fields, for FCPS' use.
- B. FCPS will retain sole ownership of all data collected as part of this contract. As such, all data collected in connection with this contract will be turned over by the Contractor(s) to FCPS staff. The Consultant team will be serving as an agent for the facilitated focus groups at various FCPS facilities. Performance Fact, Inc. will be acting as School Officials in exchanging information and receiving and exchanging survey results. No videotaping of focus groups will be permitted.
 - i. FCPS will assign designated PFI staff and subcontractors usernames that provide access to the fcps.edu digital environment and email system. Contractor and its subcontractor shall use their fcps.edu accounts for all work related to this project and shall not use their fcps.edu accounts for work unrelated to this contract.
 - ii. Contractor and its subcontractor shall only use FCPS-issued devices or FCPS-issued virtual desktops for all work related to this project.
 - iii. Contractor(s) agrees to delete all data from their primary backup and discovery systems at the completion of this project
- C. The Consultant team will collect and analyze qualitative data from focus groups and community forums to identify trends and recommendations in support of the development of strategic goals.
- D. The Consultant will work with FCPS staff to coordinate:
 - i. Division-wide elementary, middle, and high school student focus groups to be held virtually
 - ii. A minimum of 15 community forums that will be held in-person and virtually
 - iii. Principal-led student focus groups at all secondary schools
- E. As mutually agreed by the Superintendent and the Consultant, the Consultant will serve as a facilitator for small focus groups and/or community forums to collect qualitative data to inform

the strategic plan development. These focus groups may be conducted virtually or in-person as determined by the Superintendent and Consultant.

- F. When agreed upon by the Superintendent and Consultant, the Consultant will provide the appropriate training and protocols to identified staff to facilitate additional focus groups and community forums.
- G. The Consultant will provide the appropriate tools for qualitative data collection.
- H. The Consultant will provide a written report summarizing the findings of the focus groups and community forums.

2. Project Management

- A. The Consultant will establish regular coordination meetings with the Superintendent and identified staff to ensure the project is meeting key milestones and deliverables
- B. The Consultant will support FCPS staff championing each of the work streams by providing relevant training and consultation throughout the project
- C. The Consultant will meet with the Superintendent's Cabinet every Monday (virtually) for a minimum of a 30-minute project update.
- D. The Consultant will participate in additional strategic planning governance/ coordination meetings with the Superintendent and/or staff as needed.

3. Communication

- A. The Consultant will provide content to support community awareness and engagement in the strategic planning process as requested by FCPS. This includes, but is not limited to, content for family letters, websites, and emails

4. Board Presentations

- A. The Consultant will facilitate or co-facilitate seven (7) School Board Work Sessions/ Retreats focused on the development of the strategic plan.
 - i. These sessions will be a mix of full day work sessions and shorter updates as determined by mutual agreement of the Superintendent and the consultant.
 - ii. The sessions will occur in-person and the consultant may join virtually for shorter updates when agreed upon.
 - iii. In collaboration with the Superintendent and designated staff, work to develop the objectives and materials for the work sessions including any advanced research and development of presentation materials.
 - iv. Work with the Superintendent and designated staff to address action items from the Board engagements and provide recommendations for follow up.
- B. Provide a final written report to the Superintendent by a mutually agreed upon date in May to detail the new FCPS strategic plan which will be presented at a School Board meeting.

5. Work Teams

- A. The Consultant will serve as the facilitator or co-facilitator of the Core Team and the Alignment Team.
 - i. The Consultant will conduct the advanced work to prepare for these engagements, including but not limited to conducting research, synthesizing data, and preparing meeting materials.
 - ii. Core Team meetings will include at least 4 full-day meetings and one-half day in-person meeting.
 - iii. Alignment team meetings will include at least 5 two-hour meetings.
 - iv. Meetings will occur in a designated FCPS facility or online by mutual agreement of the Superintendent and Consultant.
- B. The Consultant will support the facilitation of other work streams including a family team, instructional focus team, principal/ administrator team, and school/department team. Additional teams may be added by mutual agreement of the Superintendent and Consultant.
 - i. The Consultant will develop or co-develop (with identified FCPS staff) the meeting materials for each of these engagements.
 - ii. The Consultant will provide the superintendent with a written summary of these engagements along with recommendations.

6. Key Interactions & Calendar

The following pages contain the outline of the interactions and interfaces with each planning team, between October 2022 and May 2023. The calendar stakeholder and partner engagements will not change, but the dates may be adjusted by mutual consent of FCPS and Performance Fact, as conditions warrant.

FAIRFAX COUNTY PUBLIC SCHOOLS (Falls Church, VA)
2022-2023 STRATEGIC PLANNING CALENDAR STAKEHOLDER AND PARTNER ENGAGEMENTS
Designed & facilitated by Performance Fact, Inc.
LAST UPDATED: October 5, 2022

| Client's Time Zone (Eastern) | | | | | | | TEAM | |
|------------------------------|-----------|------------|----------|---------------|----------------|------------------------------|------|----------|
| Date | Day | Start Time | End Time | Duration | Location | | | |
| 4-Nov-22 | Friday | - | - | Apprx. 20 | Each school | Student Voice: Online Survey | | SV |
| 30-Nov-22 | Wednesday | - | - | 45-90 minutes | Each school | Student Voice: Principal-Led | | SV |
| 30-Nov-22 | Wednesday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | | CPT |
| 1-Dec-22 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | | CPT |
| 12-Jan-23 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | | CPT |
| 1-Feb-23 | Wednesday | 4:00 PM | 7:00 PM | 3 hours | Onsite | Core Planning Team | | CPT |
| 13-Mar-23 | Monday | 8:00 AM | 4:00 PM | Full-day | Onsite | Core Planning Team | | CPT |
| 30-Nov-22 | Wednesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | | ALT-TEAM |
| 18-Jan-23 | Wednesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | | ALT-TEAM |
| 28-Feb-23 | Tuesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | | ALT-TEAM |
| 17-Apr-23 | Tuesday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | | ALT-TEAM |
| 8-May-23 | Monday | 5:30 PM | 7:30 PM | 2 hours | Onsite | Alignment Team | | ALT-TEAM |
| January 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | | FAM |
| February 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | | FAM |
| April 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | | FAM |
| May 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | Family Team | | FAM |
| 7-Dec-22 | Wednesday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | | IFT |
| 8-Dec-22 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | | IFT |

| | | | | | | | |
|---------------|-----------|---------|---------|---------------|---------|-----------------------------------|--------------|
| 18-Jan-23 | Wednesday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | IFT |
| 2-Feb-23 | Thursday | 8:00 AM | 4:00 PM | Full-day | Onsite | Instructional Focus Team | IFT |
| February 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-Elem | SV TEAM-ELEM |

| | | | | | | | |
|----------------|--------------|---------|---------|---------------|----------------|---------------------------------------|---------------|
| February 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-MS | SV TEAM-MS |
| February 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-HS | SV TEAM-HS |
| March 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-Elem | SV TEAM-ELEM |
| March 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-MS | SV TEAM-MS |
| March 2023 | TBD | TBD | TBD | 75-90 minutes | Virtual | Student Voice: Division-wide-HS | SV TEAM-HS |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD A |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD B |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD C |
| 17-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD D |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD E |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD F |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD G |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD H |
| 18-Jan-23 | Wednesday | 6:00 PM | 7:30 PM | 1.5 hours | Onsite | Community Forum-Session #1 | CF - MD I |
| 19-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #1 | CF - AT-LARGE |
| 19-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #1 | CF - AT-LARGE |
| 19-Jan-23 | Thursday | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (Spanish)-Session #1 | CF - AT-LARGE |
| Mid/Late March | TBD | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #2 | CF - AT-LARGE |
| Mid/Late March | TBD | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #2 | CF - AT-LARGE |
| Mid/Late March | TBD | 6:00 PM | 7:30 PM | 1.5 hours | Virtual/Onsite | Community Forum (At Large)-Session #2 | CF - AT-LARGE |
| January 2023 | TBD | TBD | TBD | 2 hours | Virtual/Onsite | Principals/Admin Team | P/AT |
| March 2023 | TBD | TBD | TBD | 2 hours | Virtual/Onsite | Principals/Admin Team | P/AT |
| January 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | School/Department | S/D |
| March 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | School/Department | S/D |
| May 2023 | TBD | TBD | TBD | 1.5 hours | Virtual/Onsite | School/Department | S/D |
| October 2022 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
| November 2022 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |

| December 2022 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superintendent's Leadership Team | SLT |
|---------------|--------------|---------|---------|---------------|----------------|----------------------------------|-----|
|---------------|--------------|---------|---------|---------------|----------------|----------------------------------|-----|

| | | | | | | |
|----------------|--------------|----------|----------|---------------|----------------|----------|
| January 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superior |
| February 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superior |
| March 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superior |
| April 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superior |
| May 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superior |
| June 2023 | Every Monday | 1:00 PM | 1:30 PM | 30-45 minutes | Virtual/Onsite | Superior |
| 18-Oct-22* | Tuesday | 10:00 AM | 10:30 AM | 30 minutes | Virtual | Board |
| 29-Nov-22 | Tuesday | TBD | TBD | TBD | Onsite | Board |
| 13-Dec-22* | Tuesday | TBD | TBD | TBD | Virtual | Board |
| 10-Jan-23* | Tuesday | TBD | TBD | TBD | Virtual | Board |
| 21-Feb-23 | Tuesday | TBD | TBD | TBD | Onsite | Board |
| 28-Mar-23 | Tuesday | TBD | TBD | TBD | Onsite | Board |
| 25-Apr-23 | Tuesday | TBD | TBD | TBD | Onsite | Board |
| 9-May-23* | Tuesday | TBD | TBD | TBD | Virtual | Board |
| | | | | | | |
| * Short Update | | | | | | |