

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 27th day of September, 2018, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and Performance Fact, Inc. located at 333 Hegenberger Road, Suite 204 Oakland, CA 94621, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Inglewood Unified School District to contract with professionally trained Consultant to provide a roadmap for Disciplined Implementation that offers leaders and their teams a "map" to accelerated student learning, and paves a "road" they can travel on to improve professional practices the precondition for improved outcomes for all students and,

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing September 27, 2018 and terminating May 24, 2019

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following:

Refer to Exhibit A

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Thelma Melendez de Santa Ana, P.h. D

State Administrator

(Name)

(Title)

A. PRODUCTS: As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:
Reports on the following activities:

- Report on the Discipline Implementation of the Five-Year Strategic Plan. See pages 5-8 of Exhibit A for additional details.

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

LOCATION: Provider shall provide the contracted services at the following location:

Inglewood Unified School District
401 s. Inglewood Avenue
Inglewood, CA 90301

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$67,000 pursuant to this Agreement. Provider shall be compensated at the rate of \$ 120 per hour, **or**, \$ _____ per day for a maximum of _____ hours, **or** _____ days, as needed, directed and determined solely by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Board Approval Date: September 26, 2018

INGLEWOOD UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

State Administrator

District Authorize Representative

Title Date

MUTLU O. FAGBAYI
Provider/Consultant Authorized Representative

President/CEO 9/24/18
Title Date



Exhibit A

PERFORMANCE *fact*, INC.

Developing leaders. Transforming Practices. Inspiring Results.

2018-2019 Scope of Professional Services

Inglewood Unified School District

Inglewood, California

Dr. Thelma Melendez

State Administrator

DISCIPLINED IMPLEMENTATION & LEADERSHIP FOR RESULTS

Submitted by:

Performance Fact, Inc.

Mutiu O. Fagbayi, President/CEO

3 September 2018

Overview of Professional Services

1. Division Teams

Key Participants:

- Division Manager
- Division Leadership Team
- Division Staff

- Provide orientation, training and ongoing technical assistance to each Division regarding clarification of the annual priorities and milestones of progress.
- Facilitate identification and monitoring of monthly focus areas, aligned with the annual priorities.
- Conduct coaching-&-support sessions with Division leads (and their teams, as appropriate)
- Provide access, training and ongoing technical assistance re: online Eye on the Goal™ tools (including the CPR Card) for continuous monitoring of annual plan.
- Facilitate with compilation of mid-year and end-of-year progress reports.

2. Educational Services

Key Participants:

- CAO
- Ed Services Leadership Team
- Coaches
- Principals
- Selected School Leadership Teams

- (Collaboratively with Ed Services leadership) Provide customized, descriptive feedback to each school regarding its school improvement plan.
- (At the end of each assessment cycle) Facilitate Data Summit sessions at the school and Division levels, and development of the instructional plan for the next assessment cycle.
- Train coaches and other Ed Services personnel on key school improvement protocols and processes, including data analysis, Data Summits, and instructional planning
- Conduct periodic leadership development programs for principals.
- Provide access, training and ongoing technical assistance re: online Eye on the Goal™ tools (including the CPR Card) for continuous monitoring of annual plan.
- Facilitate with compilation of mid-year and end-of-year progress reports.

3. Superintendent & Cabinet

Key Participants:

- State Admin
- Cabinet
- Extended Admin Council

- Review and compile Division-level annual operating plans into a single District-wide Priorities document.
- Facilitate Cabinet-level identification and monitoring of monthly focus areas, aligned with the annual district-wide priorities.
- Provide ongoing coaching and technical assistance for the Superintendent regarding disciplined implementation of the annual practices and the long-term district strategic plan.
- (Collaboratively with Division leads) Prepare mid-year and end-of-year progress reports.

Roadmap for Disciplined Implementation

The Roadmap for Disciplined Implementation offers leaders and their teams a “map” to accelerated student learning, and paves a “road” they can travel on to improve professional practices – the precondition for improved outcomes for all students. The Roadmap is a step-by-step guide for aligning your resources – i.e., people, time, and money – to the priorities you have set for your organization, your team or yourself.



START OF THE SCHOOL YEAR

Chart the Course

- ☐ Annual Action Plan
- ☐ Getting it Done™



EVERY WEEK

Monitor & Adjust

- ☐ Standards-based Lesson Design & Delivery
- ☐ Instructional Monitoring, Feedback & Support
- ☐ Self-Reflection Log



EVERY MONTH

Learn & Collaborate

- ☐ Professional Learning & Collaboration
- ☐ Leadership-in-Action Network™
- ☐ This Month in Focus
- ☐ Coaching for High Performance
- ☐ Certified Facilitators Network™



EVERY 6-12-WEEKS

Reflect & Plan

- ☐ Data Summit™
- ☐ 6-12-Week Instructional Plan



MID-YEAR / END-OF-YEAR

Evaluate & Celebrate

- ☐ Mid-Point Checkup
- ☐ Year-End Review/Revue



ANY TIME

Motivate & Facilitate with Data

- ☐ 4-Lens Analysis of Student Data
- ☐ Roadmap Calendar
- ☐ CPR Card™
- ☐ Vital Signs Scorecard™
- ☐ Getting A Win
- ☐ Trust: From the A-Frame to a Bridge™

*Getting things done well
demands discipline!*











Eye on the Goal™ System Online Tools & Resources

Analyzing data
Results-focused planning
Instructional effectiveness
Collaborating with colleagues
Monitoring and feedback
Professional and leadership development











www.eyeonthegoal.com

Inglewood Unified School District

















SCOPE OF PROFESSIONAL SERVICES

			Division Teams	Ed Services	Supt/Cabinet
	ANNUAL ACTION PLAN	<i>Develop a results-focused school improvement plan for the year, and align resources to strategic priorities.</i>		<input checked="" type="checkbox"/>	
	GETTING IT DONE!	<i>Develop Department-/Division-level annual operating plan, and align resources to strategic priorities.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	LEADERSHIP-IN-ACTION NETWORK	<i>Accelerate leadership proficiency and performance through continuous individual and team leadership learning.</i>		<input checked="" type="checkbox"/>	
	THIS MONTH IN FOCUS	<i>Define priorities for the month, align calendar to priorities up front, and monitor continuously.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	COACHING FOR HIGH PERFORMANCE	<i>Boost professional effectiveness by building on strengths and decisively addressing inhibiting beliefs, attitudes and practices.</i>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	DATA SUMMIT	<i>Conduct evidence-based community conversations about student learning and professional practices at the end of each assessment cycle (or marking period).</i>		<input checked="" type="checkbox"/>	
	6-12-WEEK INSTRUCTIONAL PLAN	<i>Develop a standards-aligned instructional plan at the beginning of each assessment cycle (or marking period).</i>		<input checked="" type="checkbox"/>	
	MID-POINT CHECKUP	<i>Complete evidence-based mid-year review, adjust plans to address challenges, and celebrate progress and accomplishments.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	YEAR-END REVIEW/REVUE	<i>Conduct comprehensive year-end review, recognize achievements, and identify priorities for next school year.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	4-LENS ANALYSIS OF STUDENT DATA	<i>Analyze student data from multiple sources through four lenses: Growth, Consistency, Equity, and Standards.</i>		<input checked="" type="checkbox"/>	
	ROADMAP CALENDAR	<i>Maintain an updated calendar of implementation priorities and milestones for the year.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	CPR CARD™	<i>Track milestones of progress effortlessly across <u>all</u> priorities, collaborate across teams, and celebrate individual and team accomplishments.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	VITAL SIGNS SCORECARD	<i>Utilize a customized dashboard to track progress on student outcomes and professional practices.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	24/7 ACCESS TO ONLINE TOOLS, RESOURCES & SUPPORTS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>









Key Actions & Deliverables – Division Teams

ACTION & DELIVERABLES	ROADMAP COMPONENTS		
	Timeframe	Focus	Date(s)
Facilitate development of the <i>Getting It Done!</i> (GID) annual operating plan by each Division Team, aligned to the system-wide Strategic Plan and district guidelines.		Getting It Done!	See Page 8
Provide written descriptive feedback to each Team regarding their GID plans, relative to the strategic plan and the district guidelines.		Getting It Done	See Page 8
Provide orientation and training for the Goal Team leads regarding use of Eye on the Goal online tools for disciplined implementation and monitoring of progress (e.g., CPR Card, Vital Signs Scorecard).		Getting It Done	See Page 8
Create a <i>Roadmap Calendar</i> of key implementation steps during the school year.		Roadmap Calendar	See Page 8
Collaboratively with Division head, compile the Milestones into the CPR Card for monitoring and communicating progress of the annual plan.		CPR Card	See Page 8
Collaboratively with Division head, design the Vital Signs Scorecard (i.e., Dashboard) of key indicators of student learning and professional practices.		Vital Signs Scorecard	See Page 8
Define priorities for each month, align calendar to priorities up front, and monitor progress continuously (e.g., using the CPR Card).		This Month in Focus	See Page 8
Provide monthly coaching for the Division head (approx. 45 minutes per person).		Coaching for High Performance	See Page 8
Collaboratively with Division head, prepare a comprehensive evidence-based mid-year report to reflect on the successes and challenges relative to the priorities in the annual plans, and to outline recommendations for the remainder of the school year.		Midpoint Checkup	See Page 8
Collaboratively with Division head, prepare a comprehensive evidence-based end-of-year report to reflect on the successes and challenges relative to the priorities in the annual plans, and to outline recommendations for the next school year.		Year-end Review / Revue	See Page 8

Key Actions & Deliverables – Educational Services Division

ACTION & DELIVERABLES	ROADMAP COMPONENTS		
	Timeframe	Focus	Date(s)
Collaboratively with Division facilitators/coaches, prepare orientation and training materials for Principals/ILTs regarding development of each school's <i>Annual Action Plan</i> (AAP).		Annual Action Plan	See Page 8
Collaboratively with the Division facilitators/coaches, facilitate development of the <i>Annual Action Plan</i> by the Instructional Leadership Team (ILT) of each school, aligned to system-wide Strategic Plan and annual guidelines.		Annual Action Plan	See Page 8
Provide ongoing coaching and technical assistance for school ILTs (as needed) regarding preparation for and facilitation of school-level Annual Action Plan process.		Annual Action Plan	See Page 8
Collaboratively with Division facilitators/coaches, provide written descriptive feedback to each school regarding their AAP, relative alignment to district guidelines/expectations.		Annual Action Plan	See Page 8
Provide orientation and training for the school and Division teams regarding use of Eye on the Goal online tools for disciplined implementation and monitoring of progress (e.g., CPR Card, Vital Signs Scorecard).		Annual Action Plan	See Page 8
Collaboratively with Division facilitators/coaches and Principals/ILTs, compile <i>Roadmap Calendar</i> of key implementation steps during the school year, including dates for professional development and collaboration; Data Summits; leadership team meetings; etc.		Roadmap Calendar	See Page 8
Collaboratively with Division facilitators/coaches compile the Milestones into the CPR Card for monitoring and communicating progress of the annual plan.		CPR Card	See Page 8
Collaboratively with Division leads, design the Vital Signs Scorecard (i.e., Dashboard) of key indicators of student learning and professional practices.		Vital Signs Scorecard	See Page 8
Define priorities for each month, align calendar to priorities up front, and monitor progress continuously (e.g., using the CPR Card).		This Month in Focus	See Page 8
Collaboratively with Division facilitators/coaches and the Principal/ILT, define priorities for each month, align calendar to priorities up front, and monitor progress continuously (e.g., using the CPR Card).		This Month in Focus	See Page 8
Provide ongoing coaching and capacity-building for coaches regarding core school improvement tools and processes (e.g., instructional monitoring and feedback, analysis of student data, Data Summit, leadership coaching).		Leadership-in-Action Network	See Page 8
Collaboratively with Division facilitators/coaches and Principals, compile data from multiple sources regarding student learning and professional practices to inform Data Summits (cycles of inquiry).		Data Summit	See Page 8
Facilitate Data Summit & 6-week Instructional Planning sessions for school and Division teams, focused on analyzing student data, examining professional practices, drawing conclusions; <u>and</u> develop the instructional priorities for the next assessment cycle.		Data Summit	See Page 8
Provide coaching and technical assistance to Principals/ILTs to prepare them to facilitate school-level Data Summits and 6-week instructional planning (for each assessment cycle).		Data Summit	See Page 8
Collaboratively with Division head/Chief Academic Officer, prepare a comprehensive evidence-based mid-year report to reflect on the successes and challenges relative to the priorities in the annual plans, and to outline recommendations for the remainder of the school year.		Midpoint Checkup	See Page 8
Collaboratively with Division head/Chief Academic Officer, prepare a comprehensive evidence-based end-of-year report to reflect on the successes and challenges relative to the priorities in the annual plans, and to outline recommendations for the next school year.		Year-end Review / Revue	See Page 8

Key Actions & Deliverables – Superintendent & Cabinet

ACTION & DELIVERABLES	ROADMAP COMPONENTS		
	Timeframe	Focus	Date(s)
Collaboratively with the Superintendent & Cabinet, compile <i>Getting It Done!</i> plans for each Goal Team into a consolidated district-wide plan for 2018-2019 SY (to be shared with the Board and community).		Getting It Done!	See Page 8
Collaboratively with the Superintendent and Cabinet, compile a consolidated <i>Roadmap Calendar</i> of <i>school-level and district-level</i> key implementation steps for the school year.		Roadmap Calendar	See Page 8
Collaboratively with the Superintendent and Cabinet, compile the Milestones into the CPR Card for monitoring and communicating progress of district-level annual plans.		CPR Card	See Page 8
Collaboratively with the Superintendent and Cabinet, design the Vital Signs Scorecard (i.e., Dashboard) of key indicators of student learning and professional practices for district-level.		Vital Signs Scorecard	See Page 8
Define priorities for each month, align calendar to priorities up front, identify monthly status updates to share with Board and community (as appropriate), and monitor progress continuously (e.g., using the CPR Card).		This Month in Focus	See Page 8
Provide monthly coaching, leadership capacity-building, and “critical-friend” support for the Superintendent & Cabinet (approx. 60 minutes).		Coaching for High Performance	See Page 8
Collaboratively with Superintendent, Cabinet and Division Teams, prepare a comprehensive evidence-based mid-year report to reflect on the successes and challenges relative to the priorities in the <i>school-level and district-level</i> plans, and to outline recommendations for the remainder of the school year. Furthermore, assist the Superintendent and Cabinet with preparations for sharing the mid-year report with the Board and community stakeholders.		Midpoint Checkup	See Page 8
Collaboratively with the Superintendent, Cabinet and Division Teams, prepare a comprehensive evidence-based end-of-year report to reflect on the successes and challenges relative to the priorities in the <i>school-level and district-level</i> plans, and to outline recommendations for the next school year. Furthermore, assist the Superintendent and Cabinet with preparations for sharing the mid-year report with the Board and community stakeholders.		Year-end Review / Revue	See Page 8

Fees for Professional Services: Inglewood Unified School District

	DIVISION TEAMS	EDUCATIONAL SERVICES	SUPT / CABINET
Coaching/Facilitation, Capacity-building, Technical Assistance <i>Includes: pre-engagement preparation/planning, document reproduction for key participants, travel, etc.</i>	\$28,100	\$44,800	\$17,670
Sub-Total	\$90,570		
Less Discount	(\$23,570)		
Total Professional Fees for 2018-2019 SY	\$67,000		

Proposed 2018-2019 Calendar: Inglewood Unified School District

DAY	DATE	TIME	PRINCIPALS INSTRUCTIONAL MEETING	EDUCATIONAL SERVICES LEADERSHIP TEAM	INSTRUCTIONAL COACHES	SUPERINTENDENT'S CABINET / DIVISION TEAMS*
Th	27 Sep 2018	8:00 AM – 12:00 PM 1:00 PM – 4:00 PM	☑ (@ Parent)	☑		
Th	25 Oct 2018	8:00 AM – 12:00 PM 1:00 PM – 4:00 PM	☑ (@ La Tijera)	☑		
Tu	6 Nov 2018	9:00 AM – 12:00 PM 1:00 PM – 4:00 PM			☑	☑
Tu	11 Dec 2018	9:00 AM – 12:00 PM 1:00 PM – 4:00 PM			☑	☑
F	14 Dec 2018	8:00 AM – 12:00 PM		☑		
Th	10 Jan 2019	8:00 AM – 12:00 PM 1:00 PM – 4:00 PM	☑ (@ Inglewood HS)	☑		
Tu	29 Jan 2019	9:00 AM – 12:00 PM 1:00 PM – 4:00 PM			☑	☑
Th	28 Feb 2019	8:00 AM – 12:00 PM 1:00 PM – 4:00 PM	☑ (@ Warren Lane)	☑		
Tu	12 Mar 2019	9:00 AM – 12:00 PM 1:00 PM – 4:00 PM			☑	☑
Tu	2 Apr 2019	9:00 AM – 12:00 PM 1:00 PM – 4:00 PM			☑	☑
Th	25 Apr 2019	8:00 AM – 12:00 PM 1:00 PM – 4:00 PM	☑ (@ Oak)	☑		
Tu	7 May 2019	9:00 AM – 12:00 PM 1:00 PM – 4:00 PM			☑	☑
F	24 May 2019	8:00 AM – 12:00 PM		☑		

* Extended Cabinet meeting from 9:00-11:00 AM, convened by the State Administrator. Open period from 11:00 AM – 12:30 PM for consultation with HR Division and Business Division. Separate time already scheduled for Ed Services Division.

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 7th day of March 2019, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and Performance Fact, Inc. located at Hegenberger Rd. Ste. 204, Oakland, CA 94621, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Inglewood Unified School District to contract with professionally trained Consultant to provide school-level disciplined implementation & leadership for results – Professional Development and,

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing April 2, 2019 and terminating May 21, 2019

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following:

Facilitate evidence-based cycles of inquiry with emphasis on two processes Data Summit and 6-12 week Instructional Plan, Leadership Capacity Building, Virtual Coaching sessions.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Miguel
Perez

(Name)

Principal

(Title)

A. PRODUCTS: As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:

- Professional Services
- Leadership Capacity Building
- Virtual Coaching Sessions
-

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

LOCATION: Provider shall provide the contracted services at the following location:

Worthington Elementary School
11101 S. Yukon Avenue
Inglewood, CA 90303

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$ 12,220 pursuant to this Agreement. Provider shall be compensated at the rate of \$ _____ per hour, **or**, \$ _____ per day for a maximum of _____ hours, **or** 2 days, as needed, directed and determined solely by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. **GOVERNING LAW/VENUE:** This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

14. **ASSIGNMENT:** Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. **SEVERABILITY:** If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. **ARBITRATION:** Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. **INCORPORATION OF EXHIBITS:** All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Board Approval Date _____

INGLEWOOD UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

District Authorize Representative _____

Title _____ Date _____

Provider/Consultant Authorized Representative _____

PRESIDENT / CEO 11/15/19
Title _____ Date _____



PERFORMANCE *fact*, INC.

Developing leaders. Transforming Practices. Inspiring Results.

2018-2019 Scope of Professional Services

Worthington Elementary School

Inglewood USD

Inglewood, CA

Miguel Perez (*Principal*)

**SCHOOL-LEVEL
DISCIPLINED IMPLEMENTATION
& LEADERSHIP FOR RESULTS**

Submitted by:

Performance Fact, Inc.

Mutiu O. Fagbayi, President/CEO

19 February 2019

Scope of Professional Services

CORE PARTICIPANTS	FOCUS OF PROFESSIONAL SERVICES	CALENDAR
GRADE LEVEL LEAD-TEACHERS Approx. 10-12 teachers/staff	Strengthen capacity of lead-teachers to facilitate evidence-based cycles of inquiry with their colleagues, with emphasis on two processes: A. Data Summit™ <i>Conduct evidence-based collegial reflection at the end of each assessment cycle:</i> <ul style="list-style-type: none"> Analyze student learning Examine professional practices Draw conclusions B. 6-12-Week Instructional Plan <i>Develop a standards-aligned instructional plan for each assessment cycle:</i> <ul style="list-style-type: none"> Identify Essential Learnings, SMARTE Goal, and Assessment Define professional practices and strategies Outline intervention or enrichment for focus students Develop your week-by-week pacing calendar 	On-site PD sessions on: April 2 8:00 AM – 11:00 AM May 21 8:00 AM – 11:00 AM
LEADERSHIP CAPACITY-BUILDING Principal (Instructional Coach and others may participate at the Principal's discretion)	Enhance the capacity of the Principal to guide the school towards becoming a high-performing, continuous learning organization, with emphasis on: <ul style="list-style-type: none"> Monthly Priorities Coaching for High Performance C. Framing a results-focused 2019/2020 Annual Action Plan 	Virtual coaching sessions (via GoToMeeting), approx. twice per month. All virtual conferences <u>tentatively</u> scheduled for 3:00-3:45pm on these dates: <ul style="list-style-type: none"> March 7, 2019 March 28, 2019 April 4, 2019 April 18, 2019 May 9, 2019
EYE ON THE GOAL ONLINE Principal, Coach & Grade-level Lead-Teachers	Access to online Eye on the Goal™ tools and resources. <ul style="list-style-type: none"> Up to 20 users at \$2,500, renewable annually [at no charge for the 2018/2019 SY] 	24/7 access through June 30, 2019; no charge for all users
SUB-TOTAL		\$14,720
LESS DISCOUNT		(\$2,500)
TOTAL FEES*		\$12,220

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 10th day of October 2019, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and Performance Fact Inc., located at Heganberger Road Ste. 204 Oakland, CA 92641, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, the District requires specialized professional services and/or advice in connection with certain consulting, financial, economic, accounting, and/or administrative matters where such services and advice are not available to the District without cost either internally or from other public agencies;

WHEREAS, Consultant is specially experienced and competent to provide to the District, certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, it is the desire of the District to contract with professionally trained Consultant to collaborate with principals/administrative team to support Inglewood Unified School District's educational leaders with a system of solutions for building stronger schools and accelerating learning for all students (the "Project"); and,

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing October 10, 2019 and terminating May 29, 2020

2. SERVICES: As directed by the District, Provider shall provide all the necessary Basic Services that are required by the District to complete the Project, including without implied limitation, the following:

Complete the K-8 conversion plan, with active participation and commitment of stakeholders, including teachers, staff, administration, union and district administration. Facilitate disciplined implementation of the 2019-2020 priorities, including Data Summits, cycles of inquiry, and evidence-based documentation of progress about student learning and professional practices.

(See Exhibit A)

In the event of a discrepancy, inconsistency, conflict or other difference between the terms of Exhibit A with this Agreement, the District and Consultant agree that the terms of this Agreement shall be controlling unless otherwise stated herein. The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Ugema Hosea-James
(Name)

Executive Director Elementary Education
(Title)

A. PRODUCTS: As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:

A final written summary report on the services rendered upon completion of services.

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

3. LOCATION: Provider shall provide the contracted services at the following location:

Bennet /Kew Elementary School
Beulah Payne Elementary School
Warren Lane Elementary School
Woodworth-Monroe K-8 Academy

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

4. COMPENSATION: The District agrees to pay the Consultant in accordance with the fee, rate and/or price schedule information set forth in Exhibit "A" for performing the basic services required by this Agreement subject to the limitations set forth herein this Section 3. In no event shall the Consultant's compensation exceed Seventy-Six Thousand Two Hundred Dollars (\$ 76,200). Provider shall be compensated at the rate of \$ _____ per hour, *or*, \$ _____ per day for a maximum of _____ hours, *or* _____ days, as needed, directed and determined solely by District.

Payment Schedule

Bennett Kew	\$17,850
Beulah Payne	\$17,850
Warren Lane	\$17,850
Woodworth/Monroe	\$ 4,800

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

Invoices requesting payment for Additional Services performed in accordance with Section 5 below must reflect the compensation approved by the District and include a copy of the District's written authorization. The District's prior written authorization is an express condition precedent to any payment by the District for Additional Services and no claim by the Consultant for additional compensation related to any Additional Services shall be valid absent such prior written approval by the District to proceed with such Additional Services as required by Section 5 below.

5. ADDITIONAL SERVICES: Consultant shall notify the District in writing of the need for additional services required due to circumstances beyond the Consultant's control ("Additional Services"). Consultant shall

obtain written authorization from the District before rendering any Additional Services. The District may also require Consultant to perform Additional Services which are, in the District's discretion, deemed necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the District before Consultant performs such Additional Services. Consultant shall not be entitled to any compensation or reimbursement for performing any Additional Services that are not previously approved by the District in writing.

6. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employee(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors..

7. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, employees, or representatives. All commercial general liability or comparable policies maintained by Provider shall name the District, its State Administrator, board, members, officers, agents and employees and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them on account of or founded upon the Consultant's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage as follows: Provider must immediately notify District of any reduction or termination in coverage.

A. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

B. COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Blanket contractual;
2. Broad form property damage;
3. Products/completed operations; and
4. Personal injury.

C. PERILS OF MOLESTATION, SEXUAL MISCONDUCT, OR ALLEGATIONS OF SEXUAL ABUSE: Limits of THREE MILLION DOLLARS \$3,000,000 per occurrence; and THREE MILLION DOLLARS \$3,000,000/aggregate.

D. AUTO LIABILITY INSURANCE: Auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles.

E. Each policy of insurance required in Section 7(B) and (C) above shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

8. CRIMINAL BACKGROUND CHECKS Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

9. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns. THE PARTIES UNDERSTAND AND AGREE THAT SECTION 9 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

10. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

11. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

12. TERMINATION: Termination of this Agreement shall be governed by the following terms and conditions:

A. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant; or if the District should decide to abandon or indefinitely postpone the Project.

B. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Consultant. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement surveyor costs shall be deducted from payments to the Consultant.

C. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 12(D) below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

D. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Consultant. In the event of a termination without cause, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Consultant for Board approved extra services.

E. In the event of a dispute between the parties as to performance of the work or the interpretation of this agreement, or payment or nonpayment for work or services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

F. THE PARTIES UNDERSTAND AND AGREE THAT SECTION 12 OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

13. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

14. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

15. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

16. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

17. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

18. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

19. DISPUTE RESOLUTION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

20. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

21. ENTIRE AGREEMENT: Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

22. OWNERSHIP OF REPORTS AND OTHER DOCUMENTS: The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the Consultant or Consultant's consultants in accordance with this agreement, shall be and remain the property of the District (hereinafter "Property"). The District may provide the Consultant with a written request for the return of its Property at any time. Upon Consultant's receipt of the District's written request, Consultant shall return the requested Property to the District within seven (7) calendar days. Failure of the Consultant to provide the District with its Property within the time detailed herein this section shall be a material breach of this Agreement.

23. NO THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.

24. The District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

25. If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees.

26. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

27. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this Agreement.

28. In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

29. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Board Approval Date: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

District Authorize Representative

Title

Date

Provider/Consultant Authorized Representative

Title

Date


MUTIU FAGBAYI

President/CEO 10/1/19



PERFORMANCE *fact*, INC.

Developing leaders. Transforming Practices. Inspiring Results.

EXHIBIT A

2019-2020 Scope of Professional Services
Inglewood Unified School District
Inglewood, California

Ms. Ugema Hosea-James
Executive Director, Elementary Education

**ALIGNMENT, DISCIPLINED IMPLEMENTATION, &
LEADERSHIP FOR RESULTS @ K-8 SCHOOLS**

- BENNETT-KEW
- PAYNE
- WARREN LANE
- WOODWORTH-MONROE

Submitted by:
Performance Fact, Inc.
Mutiu O. Fagbayi, President/CEO

Overarching Objectives

PLAN THE WORK	Complete the K-8 Conversion Plan, with active participation and commitment of stakeholders, including teachers, staff, administration, union, and district administration.
WORK THE PLAN	Facilitate disciplined implementation of the 2019-2020 priorities, including Data Summits, cycles of inquiry, and evidence-based documentation of progress about student learning and professional practices.
SHARPEN KNOWLEDGE & SKILLS	Build leadership capacity at all levels, including Principals/Administrative Teams and the Instructional Leadership Team (ILT).
NURTURE THE HEART	Strengthen trust and authentic relationships among stakeholders (including administrators-to-teachers; teacher-to-teacher; school-to-home/community).

Focus Areas & Key Participants

At EACH School	With ALL Schools as a Network
<ul style="list-style-type: none"> • Differentiated Principal coaching: Leadership coaching for each Principal (and Admin Team, when appropriate) focused on strengthening their capacity to lead own school and staff • ILT/PLC development: Distributed leadership team focused on continuous improvement of professional practices and on building communities of effective practices ("PLCs"). Participants to include: Principal, lead-teachers, and appointed ITA member • Faculty Updates: Periodic meetings with all faculty to provide updates and receive feedback (Tuesdays for one hour; on a rotating basis among the four K-8 schools) 	<ul style="list-style-type: none"> • Leadership in Action Network: Collaborative sharing-&-learning across the four K-8 school team • School-District Alignment & Dialog: Opportunities for school teams to interface and problem-solve with district-level leaders and staff, at a meeting held at the district office (proposed district-level participants include: Executive Directors of Elementary & Secondary; HR; State/Federal Programs; ELL program; Special Education; ITA. Others - including LACOE team - welcomed any time)
At least twice monthly with <u>each</u> school; combination of onsite visits and virtual coaching (via GoToMeeting); differentiated based on need.	One session each month, at District Office; 4:00 pm – 6:00 pm
Dates: <i>TBD collaboratively with <u>each</u> school</i>	Dates: <i>TBD collaboratively with <u>all</u> participants</i>

Scope of Professional Services: K-8 Schools

Key Actions & Deliverables	
Start of the SY <i>Chart the course</i>	<ul style="list-style-type: none"> • Complete development of K-8 Conversion plan (as needed) • Compile consolidated annual implementation plan (K-8 Conversion <u>and</u> SPSA) • Define priorities for first month and/or instructional plan for first cycle <p><i>Key Participants: Principal, ILT, District team, ITA-appointed member</i></p>
Every 2 Weeks / Semi Monthly <i>Monitor & adjust</i>	<ul style="list-style-type: none"> • Conduct monitoring of priorities and provide coaching and support for Principal/Admin Team <p><i>Key Participants: Principal/Admin Team</i></p>
Every Month <i>Learn & collaborate</i>	<ul style="list-style-type: none"> • Meet with ILT and compile monthly progress updates to share with faculty & staff • Facilitate school-level leadership team development • Compile monthly updates using the Vital Signs Scorecard and CPR Card • Define priorities for the month, including communication strategy and accountability • Facilitate monthly networking session with <u>all</u> four schools and district leaders <p><i>Key Participants: Principal, LT, District team, ITA-appointed members</i></p>
Every 6-12 Weeks <i>Reflect & Plan</i>	<ul style="list-style-type: none"> • (At start of each cycle) Develop Instructional Inquiry plan for the cycle for each grade-level team and school-wide • (At end of the cycle) Facilitate Data Summit process • Participate in at least <u>one</u> faculty meeting <p><i>Key Participants: Principal, ILT, District team, ITA-appointed member</i></p>
Any Time Tools <i>Facilitate & Lead with Data</i>	<ul style="list-style-type: none"> • (At start of school year) Design Vital Signs Scorecard and milestones (dashboard), or metrics for monitoring progress regarding student learning and professional practices • Provide access to Online Eye on the Goal system, including tools for monitoring implementation, analyzing student data, CPR Card, and conducting cycles of Inquiry

Summary of Fees for Professional Services: K-8 Schools

	Professional Fees	Professional Discount	2019-2020 Total
Bennett-Kew	\$21,350	\$3,500	\$17,850
Payne	\$21,350	\$3,500	\$17,850
Warren Lane	\$21,350	\$3,500	\$17,850
Woodworth-Monroe	\$21,350	\$3,500	\$17,850
Monthly Schools/District Networking Session	\$4,800	\$0	\$4,800
TOTAL	\$90,200	\$14,000 (15.5%)	\$76,200

Total Contract for 2019-2020

= \$76,200



Inglewood Unified School District

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Inglewood Unified School District ("DISTRICT") and the individual, _____ company or contractor named ("VENDOR,") for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- ☐ A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~~OR~~

WAIVER JUSTIFICATION

- ☐ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
 - ☒ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
 - ☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

--Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.


Authorized VENDOR signature

MUTIU FAGBAYI
Printed Name

President/CEO
Title

10/1/19
Date



PERFORMANCE *fact*, INC.

Developing leaders. Transforming Practices. Inspiring Results.

1 October 2019

TO: Inglewood USD

FROM: Mutiu Fagbayi (President/CEO)

RE: **Addendum to Fingerprint and Criminal Background Check Certification**

Our team will have LIMITED CONTACT with students; all contacts will be indirect (e.g., while passing through the hallways or waiting at the school office). Our organization will be working only with the Principal, Leadership Team, and Teachers. At no time will we work directly with students.

We provide professional and leadership development services to strengthen their effectiveness as practitioners. All services will be provided in a conference room (or other meeting location, as designated by the Principal).

- Length of time on the school grounds shall be between 1-3 hours
- Work areas shall be a meeting for adults or the principal's office
- Vendors shall be working with Principal and/or teachers and staff

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 7th day of October 2021, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and Performance Fact, Inc., located at 333 Hegenberger Rd. Oakland, CA 94621, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, the District requires specialized professional services and/or advice in connection with certain consulting, financial, economic, accounting, and/or administrative matters where such services and advice are not available to the District without cost either internally or from other public agencies;

WHEREAS, Consultant is specially experienced and competent to provide to the District, certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, it is the desire of the District to contract with professionally trained Consultant to

Update the 2018-2023 Community-wide Strategic Plan and,

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing October 7, 2021 and terminating June 30, 2022.

2. SERVICES: As directed by the District, Provider shall provide all the necessary Basic Services that are required by the District to complete the Project, including without implied limitation, the

following: Update the 2018-2023 Community-wide Strategic Plan in a way that:

- Ensures realignment with other district priorities, including the equity indicators, LCAP and FCMAT;
- Engenders broad staff and community engagement; and
- Outlines a clear implementation and monitoring roadmap

Refer to Exhibit A

In the event of a discrepancy, inconsistency, conflict or other difference between the terms of Exhibit A with this Agreement, the District and Consultant agree that the terms of this Agreement shall be controlling unless otherwise stated herein. The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Dr. Erika F. Torres

County Administrator

(Name)

(Title)

A. PRODUCTS: As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:

A final written summary report on the services rendered upon completion of services, if applicable.

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

3. LOCATION: Provider shall provide the contracted services at the following location:

Inglewood Unified School District – 401 S. Inglewood Ave. Inglewood, CA 90301

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

4. COMPENSATION: The District agrees to pay the Consultant in accordance with the fee, rate and/or price schedule information set forth in Exhibit "A" for performing the basic services required by this Agreement subject to the limitations set forth herein this Section 3. In no event shall the Consultant's compensation exceed Fifty-Thousand-One-Hundred-Seven-Hundred-Fifty-Dollars (\$51,750). Provider shall be compensated as follows:

Phase 1: Realign	\$15,750
Phase 2: Reality Check	\$27,500
Phase 3: Roll-Out	\$8,500
Total:	\$51,750

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

Invoices requesting payment for Additional Services performed in accordance with Section 5 below must reflect the compensation approved by the District and include a copy of the District's written authorization. The District's prior written authorization is an express condition precedent to any payment by the District for Additional Services and no claim by the Consultant for additional compensation related to any Additional Services shall be valid absent such prior written approval by the District to proceed with such Additional Services as required by Section 5 below.

5. ADDITIONAL SERVICES: Consultant shall notify the District in writing of the need for additional services required due to circumstances beyond the Consultant's control ("Additional Services"). Consultant shall obtain written authorization from the District before rendering any Additional Services. The District may also require Consultant to perform Additional Services which are, in the District's discretion, deemed necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the District before Consultant performs such Additional Services. Consultant shall not be entitled to any compensation or reimbursement for performing any Additional Services that are not previously approved by the District in writing.

6. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the County Administrator in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

7. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, employees, or representatives. All commercial general liability or comparable policies maintained by Provider shall name the District, its County Administrator, board members, officers, agents and employees and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them on account of or founded upon the Consultant's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage as follows: Provider must immediately notify District of any reduction or termination in coverage.

A. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

B. COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Blanket contractual;
2. Broad form property damage;
3. Products/completed operations; and
4. Personal injury.

C. PERILS OF MOLESTATION, SEXUAL MISCONDUCT, OR ALLEGATIONS OF SEXUAL ABUSE: Limits of THREE MILLION DOLLARS \$3,000,000 per occurrence; and THREE MILLION DOLLARS \$3,000,000/aggregate.

D. AUTO LIABILITY INSURANCE: Auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles.

E. Each policy of insurance required in Section 7(B) and (C) above shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

8. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

9. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, county administrator, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, county administrator, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, county administrator, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, county administrator, employees, volunteers, attorneys, agents and/or assigns. THE PARTIES UNDERSTAND AND AGREE THAT SECTION 9 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

10. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this

Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

11. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the County Administrator that a real or apparent conflict of interest exists that cannot be resolved.

12. TERMINATION: Termination of this Agreement shall be governed by the following terms and conditions:

A. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant; or if the District should decide to abandon or indefinitely postpone the Project.

B. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Consultant. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement surveyor costs shall be deducted from payments to the Consultant.

C. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 12(D) below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

D. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Consultant. In the event of a termination without cause, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Consultant for Board approved extra services.

E. In the event of a dispute between the parties as to performance of the work or the interpretation of this agreement, or payment or nonpayment for work or services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

F. THE PARTIES UNDERSTAND AND AGREE THAT SECTION 12 OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

13. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

14. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event

Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

15. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

16. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

17. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

18. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

19. DISPUTE RESOLUTION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

20. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

21. ENTIRE AGREEMENT: Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

22. OWNERSHIP OF REPORTS AND OTHER DOCUMENTS: The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the Consultant or Consultant's consultants in accordance with this agreement, shall be and remain the property of the District (hereinafter "Property"). The District may provide the Consultant with a written request for the return of its Property at any time. Upon Consultant's receipt of the District's written request, Consultant shall return the requested Property to the District within seven (7) calendar days. Failure of the Consultant to provide the District with its Property within the time detailed herein this section shall be a material breach of this Agreement.

23. NO THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.

24. The District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

25. If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees.

26. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood

and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

27. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this Agreement.

28. In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

29. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

October 6, 2021

Board Approval Date: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

District Authorized Representative

Title

Date

Mutiu Fagbayi
Provider/Consultant Authorized Representative

President/CEO

10/03/21

Title

Date



PERFORMANCE *fact*, INC.

Developing Leaders. Transforming Practices. Inspiring Results.

Scope of Professional Services
Inglewood Unified School District
**“REFRESHING” THE COMMUNITY-WIDE STRATEGIC PLAN,
REALIGNING INGLEWOOD STAKEHOLDERS**

Overarching Objective

Update the 2018-2023 community-wide Strategic Plan

in a way that:

- Ensures *realignment* with other district priorities, including the *equity indicators*, *LCAP* and *FCMAT*;
- Engenders broad *staff and community engagement*; and
- Outlines a clear *implementation and monitoring roadmap*.

Submitted by:
Performance Fact, Inc.
Mutiu O. Fagbayi (*President/CEO*)

September 23, 2021

The Phases

Phases	Engagements / Activities / Deliverables	Lead Participants
<p><i>Phase 1</i></p> <p>REALIGN</p> <p><i>September-October 2021</i></p> <p><i>Professional Fees: \$15,750</i></p>	<ul style="list-style-type: none"> Conduct an internal audit of the implementation of the 2018-2023 Strategic Plan Propose updates existing 2018-2023 Strategic Plan to: <ul style="list-style-type: none"> Integrate proposed <i>equity indicators</i> Align LCAP plan guidelines and expectations Align with FCMAT guidelines and priorities Compile executive summary of the updated Strategic Plan for early-October 2021 meetings with selected stakeholders, facilitated by the County Administrator <ul style="list-style-type: none"> Board session on October 6; All certificated and classified staff on October 11 	<p>County Administrator</p> <p>IUSD Education Services</p> <p>IUSD Student Services</p>
<p><i>Phase 2</i></p> <p>REALITY CHECK</p> <p><i>October-November 2021</i></p> <p><i>Professional Fees: \$27,500</i></p>	<ul style="list-style-type: none"> Facilitate community engagement sessions with IUSD stakeholders, including: <ul style="list-style-type: none"> <u>One</u> community forums in each Board Trustee's Areas (i.e., 5 forums in total) Parent Advisory Council Student Advisory Council Administrators & Managers Summarize key findings from the stakeholder - engagement process Incorporate key recommendations from the community engagement sessions in the updated Strategic Plan 	<p>County Administrator</p> <p>Board Trustees</p>
<p><i>Phase 3</i></p> <p>ROLL-OUT</p> <p><i>November 2021 - January 2022</i></p> <p><i>Professional Fees: \$8,500</i></p>	<ul style="list-style-type: none"> Recompile and design final 2022-2025 Strategic Plan Secure formal Board approval of the updated Strategic Plan Propose a roadmap for disciplined implementation and monitoring of the updated Strategic Plan, including process for ensuring sustained community ownership and support. 	<p>County Administrator</p> <p>Board Trustees</p>

Stakeholder Engagement Process

A. COUNTY ADMINISTRATOR STATUS UPDATE TO SELECTED STAKEHOLDERS

	Stakeholder	DATE	DURATION
	Board of Trustees	Oct. 6, 2021	60 – 90 min.
	All-Staff (Certificated & Classified)	Oct. 11, 2021	60 – 90 min.
	Parent Advisory Council	tbd	75 min.
	Student Advisory Council	tbd	75 min.
	Administrators & Managers	tbd	60 – 90 min.

B. COMMUNITY ENGAGEMENT PROCESS BY TRUSTEE AREA

AREA	TRUSTEE	DATE	DURATION
1	Naomi S. Hammonds	Oct. – Nov. 2021	75 min.
2	Dr. Carliss McGhee	Oct. – Nov. 2021	75 min.
3	Brandon G. Myers	Oct. – Nov. 2021	75 min.
4	Margaret Turner Evans	Oct. – Nov. 2021	75 min.
5	Ernesto Castillo	Oct. – Nov. 2021	75 min.

Fees for Professional Services

Phase 1: REALIGN	\$15,750
Phase 2: REALITY CHECK	\$27,500
Phase 3: ROLL-OUT	\$ 8,500

Total \$51,750

rvsd092721



Inglewood Unified School District

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Inglewood Unified School District ("DISTRICT") and the individual, Performance Fact, Inc., company or contractor named ("VENDOR,") for provision of updating the 2018-2023 Community-wide Strategic Plan professional services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- ☐ A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~~OR~~

WAIVER JUSTIFICATION

- ☒ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☒ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]
- Check all methods to be used:
- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☒ 3) Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

 MUTIU FAGBAYI President/CEO
Authorized VENDOR signature Printed Name Title
Date

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED