SOUTHWEST INDEPENDENT SCHOOL DISTRICT CONTRACT REVIEW/APPROVAL

Contractor's Name: Perf	ormance Fact, Inc Service Prov	rided: Consultant
Contract Period: 02/23/20	17 - 08/31/2107 Annual Contract Amount:	: \$20,000.00/\$3,175.00 per day
Dept. Requesting Service:	Superintendents Office Budget Code#/\$: 16	61-41-6219-00-750-799000
CIP/DIP#:	Budget Code#/\$:	
Procured: Bid	RFP Sole Source Co-Op Other:	Quotes provided: Yes□No ☑
Needs Board Approval:	Yes No School Board Approved:	(attach Board Background)
W9 received:	Yes No	
CIQ form received: (Conflict of Interest Questionnaire-Vendor)	Yes No CIS form received: (Conflict of Interest Statement-SV	VISD) Yes No
Felony conviction form received:	Yes No REGEN	
Federal Debarment form: Received:	Yes No	017 FEB2417 3:34PM
Non-Collusive Bidding form received:	Yes No N/A BUSINES	
Senate Bill 9 Compliance (Fingerprinting: Section # 8 Compliance)	Yes No N/A SWISD Dept.:	bove)
Approved / Disapproved	(select an option)	
	Principal/Director/Coordinator(Person requesting service)	Date:
<u> </u>	Director/Executive Director	Date:
	Assistant Superintendent	Date:
	Mr. Mark Figueroa Director of Operations	Date: 724,
——————————————————————————————————————	Mr. Brandon Crisp Assistant Superintendent of Business &Finance Division	Date: 3 9 17
	Dr. Lloyd Verstuyft Superintendent of Schools	Date 36/17

Dept./Campus Version 05/17/2016

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

CONTRACTOR SERVICES AGREEMENT

This contract is entered into by and between		Performance Fact, Inc
	•	(Name and Address)
	er referred to as "Contractor" and the Sou on, hereinafter referred to as "District" on	thwest Independent School District, a Texas political this the23_ day of February, 2017.
1,	following services:	of District Stategic Plan, consultation with

- 2. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.
- In exchange for the Contractor's services, District will pay Contractor a fee of \$3,175 per day. The total fee is not to exceed \$20,000 Invoices must be addressed to the Accounts Payable Department, 11914 Dragon Lane, San Antonio, TX 78252. Payment on a properly submitted invoice will usually be made on the seventh business day of the month for items/services received prior to or on the last business day of the previous month. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.
- 4. The contract will be effective on the day of **February 23, 2017**, and will expire on **August**31, 2017 unless sooner terminated as provided herein. This contract may be renewed for a period of up to 0 additional years on a yearly basis contingent upon the availability of funds.
- Either District or contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year.
- 6. Contractor is not an employee of the District and is not entitled to fringe benefits.

 Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.
- 7. In entering into this contract, Contractor agrees to abide by all District policies and regulations. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. The Contractor certifies compliance with Senate Bill 9 codified in Chapter 22 of the Texas Education Code.
- 8. Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.
- 9. All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

Schools at 11914 Dragon Lane, San Antonio, Texas 78252. If to Contractor, notice will be sent to the signatory and at the address set forth herein.

This contract and the following attachments contain the entire agreement between District 10. and contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified

	without the advance written conser		
	Attachments		
11.	This contract will be governed by t Antonio Texas.	he laws of the State of Texas is performable in Sa	n
	ITNESS WHEREOF, the parties here ear first above written.	eto have caused this contract to be executed as of t	he date
CON	TRACTOR:	DISTRICT: SOUTHWEST ISD	
BY:	WHY	BY:	
TITL	E: MUTIU FAGBAYI	Principal/Director/Coordinator	Date
; ì	E: MUTIU FAGBAYI Prendut/CED PERFORMANCE FACT, INC.	Executive Director	Date
	Agents Section 1997	Asst. Superintendent Curriculum & Instruction	Date

Business & Finance

Superintendent

EXHIBIT A - SCOPE OF WORK

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

Instructions: Describe: (1) the exact nature of the services that will be performed under this contract; (2) any deliverables to be produced by the contractor and any delivery schedule; and, (3) the goals of this contract. Be specific in the description so that all parties have a clear understanding of the expectations of work to be completed. Check the box at the bottom of the Services paragraph in the Contract to indicate an "Exhibit A" is attached.

Contractor Name:	Dung	$L_{J}C_{2}$	
		T. Y	

- 1. (a) Facilitation, coaching and technical assistance to the Superintendent and Cabinet regarding development and implementation of the district's strategic plan. (b) Leadership capacity-building for principals and selected central office and school administrators, with emphasis on developing and implementing the campus improvement plan (CIP).
- 2. (Collaboratively with Dr. Velma Villegas) Finalized the district strategic plan; provide ongoing coaching to Cabinet-level managers (between January-June 2017)
- 3. Goals of this contract are essentially: (1) system-wide strategic plan; (2) streamlined, results-focus campus improvement plan; (c) capacity-building for school and central office leaders.

CONFLICT OF INTEREST QUESTIONNAIRE or vendor doing business with local governmental entity	FORM CIG
s questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
is questionnaire is being filed in accordance with Chapter 176, Local Government Code, a vendor who has a business relationship as defined by Section 176.001(1-a) with a local vernmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
aw this questionnaire must be filed with the records administrator of the local governmental ity not later than the 7th business day after the date the vendor becomes aware of facts t require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176:006, Local vernment Code. An offense under this section is a misdemeanor.	TX#:
Name of vendor who has a business relationship with local governmental entity. Performance Fact, Inc.	New Update FEBZ4
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the ap later than the 7th business day after the date on which you became aware that the or incomplete or inaccurate.) Name of local government officer about whom the Information in this section is being disc	ginally filed questionnaire was
N/A	
This section (item 3 including subparts: A. B. C. & D), must be completed for each officer	with whom the vendor has an
This section (item 3 including subparts A, B, C, & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	nment Code. Attach additional
employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	nment Code. Attach additional
employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	income, other than investment
employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from	income, other than investment
employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the legical contents.	income, other than investment on or at the direction of the local pocal governmental entity?
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Form: (Rev. December 2014) Department of the Treasury

Request for Laxpayer Identification Number and Certification

requester. Do not send to the IRS,

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	1 Name (as shown on your Income tax return). Name is required on this line; of PERFORMANCE FACT, INC.	lo not leave this line blank.			Service Co.		3344	1	
οû	2 Business name/disregarded entity name, if different from above			· · · · · · · · · · · · · · · · · · ·	·		·····	··········	
Print or type See Specific Instructions on page 2.	3 Check appropriate box for federal tax classification; check only one of the f individual/sole proprietor or C C Corporation S Corporat single-member LLC	4 Exemptions (codes apply of certain entities; not inclived instructions on page 3): Exempt payee code (if any)				only to als; see			
Print or type histructions	Limited liability company. Enter the tax classification (C=C corporation, S Note. For a single-member LLC that is disregarded, do not check LLC; c the tax classification of the single-member owner.	=S corporation, P=partnership) ■ heck the appropriate box in the line	above	100	qmex l) ebox		m FAT	A repr	enting
差点	☐ Other (see instructions) ►		a di laca		7 2 2 1			ed outside	the U.S.)
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Đ.	333 HEGENBERGER RD STE 204								
9	6 City, state, and ZIP code								
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entitle	es, it is your employer identification number (EIN). If you do not have a	number, see How to get a			l L	-4-	l L		لسلسا
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Par	t II Certification		-000000000000		. waa caa	inserimentari	- ere 200		To delicate a const
	r penalties of perjury, I certify that:	· · · · · · · · · · · · · · · · · · ·							
i. Th	e number shown on this form is my correct taxpayer identification nu	mber (or I am waiting for a num	er to	be iss	of beu	me);	and		
Se	m not subject to backup withholding because; (a) I am exempt from b rvice (IRS) that I am subject to backup withholding as a result of a fall longer subject to backup withholding; and	ackup withholding, or (b) I have ure to report all interest or divid	not l ends,	een no , or (c)	tified he IR	by the S has	inten notifie	nal Re d me	venue that I am
3. 16	im a U.S. citizen or other U.S. person (defined below); and								
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exen	npt from FATGA reporting is co	rect.						•
beca intere gene	fication instructions. You must cross out item 2 above if you have be use you have falled to report all interest and dividends on your tax retuest paid, acquisition or abandonment of secured property, cancellation rally, payments other than interest and dividends, you are not required actions on page 3.	um. For real estate transactions of debt. contributions to an inc	, item Jividu	2 does	not a	apply. arran	For m gemer	ortgag it (IRA	je), and
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Section	on references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (canceled debt)							
	e developments, information about developments affecting Form W-9 (such	• Form 1099-A (acquisition or a		nment	of secu	ured pr	operty)		
``\u3946.8°≱	jisjation enacted after we release it) is at www.irs:gov/fw9. pose of Form	Use Form W-9 only if you are provide your correct TIN.	a U.S). perso	ı (inçlu	iding a	resider	rt alien)	, to
An in	dividual or entity (Form W-9 requester) who is required to file an information	If you do not return Form W- to backup withholding. See Wh	9 to th	e reque	ster wi	th a Til	V, you i	night b	e subject
	with the IRS must obtain your correct taxpayer identification number (TIN) may be your social security number (SSN), individual taxpayer identification	By signing the filled-out form		1,00					
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* For	m 1099-MISC (various types of income, prizes, awards, or gross proceeds)	withholding tax on foreign part	ners s	there of	ettecti	vely co	nnecte	d incor	ne, and
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• For	m 1099-S (proceeds from real estate transactions)	hade viol miner and mander							

• Form 1099-K (merchant card and third party network transactions)

BILL TO:

WHITE: Vendor

YELLOW: Central Office

Attention: Accounting

11914 Dragon Lane

San Antonio, Texas 78252-2647 (210) 622-4300 Fax (210) 622-4301 FEDERAL TAX No. 74-1461322

PURCHASE ORDER/REQUISITION PURCHAMADAGE CONTROL Payable to:

SHIP TO:

DELIVERY TICKETS, AND/OR INVOICES, FREIGHT BILLS, AND STATEMENTS MUST BEAR ABOVE PURCHASE ORDER NUMBER OR DELIVERY WILL NOT BE ACCEPTED OR PAYMENT MADE.

For vendor or department use only: "Purchase Order Number"

Performance Fact, Inc.

333 Hegengerger RD - Suite 204

Oakland, CA 94821

DELIVERY ADDRESS:

SOUTHWEST ISD Attn: Distribution Center 7314 Old Pearsall Rd. • San Antonio, TX 78252 Office (210) 622-4746 • Fax (210) 623-6247

GOLD: School Copy

BLUE: Back to School

Page 1 of1	P.O Da		School Name	_	Date of Requisition n tendent's Offi	School Requisition No.
QUANTITY U	NIT		DESCRIPTION		UNIT PRICE	EXTENSION
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		0	A AL	;	Shipping/Handling	
		Conti	ract # 1617	- 23	Sub-Total	
PLEASI	E SEE	IMPORTANT	CONDITIONS ON REVE	RSE SIDE	GRAND TOTAL	3175,00
WEHORIZED BY: WHO BY: Requester	una	Date Date	7 Technology	Date	Program Compliance	Date Date
Staff Development		Date	Superintendent	Date	APPROVED BY:	VI HOW
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GREEN: Receiving

PINK: Posting



SOUTHWEST INDEPENDENT SCHOOL DISTRICT CONTRACT REVIEW/APPROVAL

Contractor s Name: Perfo	rmance	Fact,	Inc.			100	2 /	on sta #3,000.
Service Provided: Consul	tant				Na	uly	Rate	of such in the
Contract Period: Decem	ber 15,	2017 T	o Augus	st 31, 2018	Cont	ract Ar	Nount:	ot to exceed: \$30,000
Dept. Requesting Service:	Centra	ıl Offic	e	_	Budg	et Cod	e: <u>161-</u>	41-6291-00-750-899000
Procured: Bid	□ RFP	Sole S] Source	□ Co-Op	Other: _	Quo	teo	Quotes provided: Yes ☐ No ☐
Needs Board Approval: (over \$50,000)	□ Yes	√ No	Schoo	l Board Ap	proved:			
W9 received: TX#:02157 (1886)	$\sqrt{\mathbf{Yes}}$	□ No						
CIQ form received: (Conflict of Interest Questionnaire-Vendor)	√ Yes	□ No		orm receive		□ Yes	√ No	
Felony conviction form received:	$\sqrt{\mathbf{Yes}}$	□ No		REG	EIVEE)		
Federal Debarment form: Received:	$\sqrt{\mathbf{Yes}}$	□ No			1 9 2017			
Non-Collusive Bidding form received:	□ Yes	□ No	√ N/A		NESS & ANCE			
Senate Bill 9 Compliance (Fingerprinting)	□ Yes	□ No	√ N/A	SWISD D	ept.:	above)	_	en 8
Approved / Disapproved	(select an op	otion)			1 0			DEC19 17 9 0
		oal/Directing serv		. Director	B-6	ip		Date: 12/15/17
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12-20-17A09:05 RCVD

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

CONTRACTOR SERVICES AGREEMENT

This contract is entered into by and between	Performance Fact, Inc.,
	333 Hegebberger Rd. Ste. 204, Oakland CA
	(Name and Address)

Hereinafter referred to as "Contractor" and the Southwest Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the <u>15th</u> day of <u>December</u>, 2017.

- District agrees to engage Contractor, and Contractor agrees to perform and/or provide
 the following services:
 <u>Consultation and implementing of District Stategic Plan, consultation with</u>
- 2. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.
- In exchange for the Contractor's services, District will pay Contractor a fee of \$3,000 daily rate on site/\$1,200 per day off site. The total fee is not to exceed \$30,000. Invoices must be addressed to the Accounts Payable Department, 11914 Dragon Lane, San Antonio, TX 78252. Payment on a properly submitted invoice will usually be made on the seventh (7th) business day of the month for items/services received prior to or on the last business day of the previous month. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.
- 4. The contract will be effective on the <u>15th</u> day of <u>December</u>, <u>2017</u>, and will expire on the <u>31st</u> day of <u>August</u>, <u>2018</u>, unless sooner terminated as provided herein. This contract may be renewed for a period of up to <u>0</u> additional years on a yearly basis contingent upon the availability of funds.
- 5. Either District or contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year.
- 6. Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.
- 7. In entering into this contract, Contractor agrees to abide by all District policies and regulations. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. The

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

Contractor certifies compliance with Senate Bill 9 codified in Chapter 22 of the Texas Education Code.

- Contractor may not subcontract or assign this contract or any of its rights hereunder to 8. another person or entity.
- 9. All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of Schools at 11914 Dragon Lane, San Antonio, Texas 78252. If to Contractor, notice will be sent to the signatory and at the address set forth herein.
- This contract and the following attachments contain the entire agreement between 10. District and contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party

	Attachments:	NONE	рапу.
11.	This contract will	be governed by the laws of the State of Texas is performat	ole in San

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the date and year first above written.

CONTRACTOR: PERFORMANLE FACT, INC.	DISTRICT: SOUTHWEST ISD	
BY: Dufy S MUTIUFACIBAYI	BY:Principal/Director/Coordinator	Date
	Director/Executive Director	Date
TITLE: PRESIDENT, CED 12/18/2017	Asst. Superintendent	Date
	Mr. Brandon Crisp Assistant Supportendent of Business	2 11 17 Date & Finance
	Dr. Lloyd Verstuyft Ed. D Superintendent of Schools	Date
Received By: Michello Purchasing	Bernal 12/19/17	

Date

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

EXHIBIT A - SCOPE OF WORK

Instructions: Describe: (1) the exact nature of the services that will be performed under this contract; (2) any deliverables to be produced by the contractor and any delivery schedule; and, (3) the goals of this contract. Be specific in the description so that all parties have a clear understanding of the expectations of work to be completed. Check the box at the bottom of the Services paragraph in the Contract to indicate an "Exhibit A" is attached.

Contractor Name: PERFORMANCE FA-CT, INC.

I Dentified in Hem #1 of agreement.

Attention: Accounting 11914 Dragon Lane

San Antonio, Texas 78252-2647 (210) 622-4300 Fax (210) 622-4301 FEDERAL TAX No. 74-1461322

PURCHASE ORDER/REQUISITION

PURCHASED FROM:

SHIP TO:

For vendor or department use only: "Purchase Order Number"

DELIVERY TICKETS, AND/OR INVOICES, FREIGHT BILLS, AND STATEMENTS MUST BEAR ABOVE PURCHASE ORDER NUMBER OR DELIVERY WILL NOT BE ACCEPTED OR PAYMENT MADE.

Performance Fact, Inc. 333 Hegengerger Rd, Ste. 204 Oakland, CA 94621

DELIVERY ADDRESS:

SOUTHWEST ISD

Attn: Distribution Center

7314 Old Pearsall Rd. • San Antonio, TX 78252

Pho					Office (210) 622-47	622-4746 • Fax (210) 623-6247		
ige of	P.0		School Name	/ Program		Date of Requisition	School Requisition No.	
Y I A 3 YEAR	1 Da	ate	Business	Office		12/15/2017	9	
UANTITY	UNIT		DESCRIPTION			UNIT PRICE	EXTENSION	
		Consu Dis	Professional Servic Iltation and implem strict Stategic Plan n with Superintend	enting of and	Staff	not to exceed	\$30,000.00	
				/		Shipping/Handling		
		Contrac	X#1718-	,		Sub-Total		
PLEAS	SE SEE I	MPORTANT CON	NDITIONS ON REVER	RSE SIDE		GRAND TOTAL	\$30,000.00	
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US: 0) 91 1 0 -00-7		ATE: YOUR SCHOOL BUDGE	T CODE (S)	BELOW.	PURCHASE ORDER M WITH VENDOR, CURREN AND BUDGET CODE OR	UST BE TYPED, COMPLET IT PRICES, PROPER APPROVAL IT WILL NOT BE ACCEPTED	
	. 4 00 1	000000 · V	1	Commod	ity. Pro	fessional Services		
	B.c.		-	A. 1411. A. 1				
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FINANCE



PURCHASING DEPARTMENT PRICE QUOTE TABULATION

Date: 12-18-201	7_Campus/Departmer	central Office	e Requis	ition#:
Description of item(s) for bid request:	Consultation a	nd implementa	tion of District
		d with divisions		
	1/2 000 8 8 80 000 000 0		-	
*Iquote is only needed for required. If no additional purchasing office for pro	d quotes are required, prod	If total order is over \$1,000, 2 cess your request with Purchas	additional quotes from dising. Send the 3quotes and	ifferent vendors are d tabulation sheet to the
QUOTE #1 Vendor Name: Performance Fact	Contact Person:	Quote for Items: Daily Rate/ 3,000 onsite	Shipping Cost:	Total Quote: Not exceed \$30,000
Vendor ID# (TX):	Fagbayi Phone Number:	Daily Rate/ 1,200 offsite		\$30,000
. ,	Fnone Number:			
QUOTE #2				
Vendor Name:	Contact Person:	Quote for Items: Daily Rate/750	Shipping Cost:	Total Quote: Not to Exceed
Velma Villegas	Phone Number:	Half Rate/450		\$18,000
Vendor ID# (TX):	Fax Number: Email:			
QUOTE #3				
Vendor Name:	Contact Person:	Quote for Items:	Shipping Cost:	Total Quote:
	Phone Number:			
Vendor ID# (TX):	Fax Number:			
	Email:			
**If recommend	led vendor is other th	an lowest price, provide vious year to implemen	a narrative justifying	g the purchase.
		in order to finalize the produc		
***Circle awarded vend	lor			
Runte Prair	Adod by D	of t	1191	17

Campus/Department Signature for Quote Verification
*All office supplies are purchased from Approved office supply vendors.

*All technology requests need to go through Technology for approved quotes.

REV: 7/16/2014