

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 _____



PRESIDENT / CEO 11/15/19

Provider/Consultant Authorized Representative _____

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