

| Board Office Use: Legislative File Info. | |
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| File ID Number | 19- 0440 |
| Introduction Date | 4-10-2019 |
| Enactment Number | |
| Enactment Date | |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date April 10, 2019

Subject Independent Consultant Agreement Greater than \$92,600 - Performance Fact, Inc. - Facilities Planning & Management Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement Greater than \$92,600 for Professional Services between the District and Performance Fact, Inc., Oakland, CA, for the latter to provide facilitation of the 7-11 committee process; facilitate the deliberations of the 7-11 committee, provide emergency support and management assistance to the Facilities Planning & Management; review Bond requirement and 2012 Facilities Master Plan (FMP) including its alignment with the District's Pathways to Excellence 2020 Strategic Plan; Re-establish required 7-11 Oversight Committee-Ed Code 17390; participate in OUSD Executive Cabinet meetings; support Deputy Chief in working with architects and contractors in development of a 3-5 year roadmap for surplus property and asset management; FCMAT and the Governor's requirement in Education Trailer Bill AB1840; Total Fee services includes coverage until June 2019 as follows: primary aim of planning of purpose, or alignment regardless of the level of planning - long-range strategic planning, continuous school improvement planning or operational planning, getting people, processes, and programs on the same page, going in the same direction, in conjunction with the Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing April 11, 2019 and concluding no later than December 15, 2019, in an amount not to exceed \$128,750.00.

Discussion Vender to assist the District in developing deliberations for the 7-11 Committee.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement Greater than \$92,600 for Professional Services between the District and Performance Fact, Inc., Oakland, CA, for the latter to provide facilitation of the 7-11 committee process; facilitate the deliberations of the 7-11 committee, provide emergency support and management assistance to the Facilities Planning & Management; review Bond requirement and 2012 Facilities

Master Plan (FMP) including its alignment with the District's Pathways to Excellence 2020 Strategic Plan; Re-establish required 7-11 Oversight Committee-Ed Code 17390; participate in OUSD Executive Cabinet meetings; support Deputy Chief in working with architects and contractors in development of a 3-5 year roadmap for surplus property and asset management; FCMAT and the Governor's requirement in Education Trailer Bill AB1840; Total Fee services includes coverage until June 2019 as follows: primary aim of planning of purpose, or alignment regardless of the level of planning - long-range strategic planning, continuous school improvement planning or operational planning, getting people, processes, and programs on the same page, going in the same direction, in conjunction with the Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing April 11, 2019 and concluding no later than December 15, 2019, in an amount not to exceed \$128,750.00.

Fiscal Impact

Fund 21, Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 19-0440

Department: Facilities Planning and Management

Vendor Name: Performance Fact, Inc.

Project Name: Facilities Planning and Management Project No.: 00918

Contract Term: Intended Start: 4/11/2019 Intended End: 12/15/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$128,750.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Vendor was selected through RFP process.

Summarize the services this Vendor will be providing.

Provide facilitation of the 7-11 Committee process; facilitate the deliberations of the 7-11 Committee; re-establish required and oversight Committee; participate in OUSD's Facilities and Planning Management and other Executive Cabinet meetings; Evaluation of current meetings; evaluation of current educational programs; assessment of effectiveness of implementation of the district's current strategic plan; The Pathway to Excellence 2015-2020 Strategic Plan. Led by Facilities Master Plan lead architectural firm; ewview and evaluation of Facilities Program; conduct a data-driven assessment of the district's facilities program to inform strategies and recommenations for consideration by the 7-11 Committee.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Greater than \$92,600

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **5th day of March 2019**, by and between the **Oakland Unified School District** ("District") and **Performance Fact, Inc.** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"):

Scope of work to provide facilitation of the 7-11 committee process; facilitate the deliberations of the 7-11 committee, provide emergency support and management assistance to the Facilities Planning & Management; review Bond requirement and 2012 Facilities Master Plan (FMP) including its alignment with the District's Pathways to Excellence 2020 Strategic Plan; Re-establish required 7-11 Oversight Committee-Ed Code 17390; participate in OUSD Executive Cabinet meetings; support Deputy Chief in working with architects and contractors in development of a 3-5 year roadmap for surplus property and asset management; FCMAT and the Governor's requirement in Education Trailer Bill AB1840; Total Fee services includes coverage until June 2019 as follows: primary aim of planning of purpose, or alignment regardless of the level of planning - long-range strategic planning, continuous school improvement planning or operational planning, getting people, processes, and programs on the same page, going in the same direction.

2. **Term.** Consultant shall commence providing Services under this Agreement on **April 11, 2019**, and will diligently perform as required and complete performance by **December 15, 2019**, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

| | |
|--|---|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> W-9 Form |
| <input checked="" type="checkbox"/> Insurance Certificates & Endorsements | <input checked="" type="checkbox"/> Workers' Compensation Certificate |
| <input checked="" type="checkbox"/> Debarment Certification | Other: _____ |
| <input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification | |

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a fixed fee of **ONE HUNDRED TWENTY-EIGHT THOUSAND , SEVEN HUNDRED FIFTY NO/100 Dollars (\$128,750.00)**, paid monthly in proportion to Services performed.

- 4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).
- 4.2. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.
5. **Expenses.** Expenses will not be charged for Consultant's performance of these Services.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Performance of Services / Standard of Care.**
 - 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

| Type of Coverage | Minimum Requirement |
|------------------|---------------------|
|------------------|---------------------|

| | |
|---|------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

14.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 21.1. All site visits shall be arranged through the District;
 - 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.

The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

27. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa

Performance Fact, Inc.
333 Hegenberger Road, Ste. 204
Oakland, CA 94621
Tel: 510-568-7944
ATTN: Mutiu Fagbayi

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
36. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



Tadashi Nakadegawa
Director of Facilities Planning & Management

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng, President, Board of Education _____ Date

Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education _____ Date

Timothy White, Deputy Chief, Facilities Planning and Management _____ Date

APPROVED AS TO FORM:

_____ OUSD Facilities Legal Counsel

3/18/19
Date

CONSULTANT

_____ Date

3/7/2019
Date

Information regarding Consultant:

Consultant: PERFORMANCE FACT, INC.

License No.: 00145244

Address: 333 HEGENBERGER RD.

SUITE 204, OAKLAND, CA 94619

Telephone: 510-568-7944

Facsimile: _____

E-Mail: mutiuf@performanufact.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Other: _____

16-1538321 :
Employer Identification and/or
Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

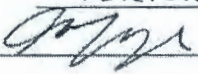
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: MARCH 7, 2019
Proper Name of Consultant: PERFORMANCE FACT, INC.
Signature: 
Print Name: MUTIU FAGBAYI
Title: PRESIDENT, CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

The undersigned is aware of and hereby certify that neither **Performance Fact, Inc.** ("Consultant") nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the undersigned agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 7 day of MARCH 2012 for the purposes of submission of this Agreement.

By:



Signature

MUTIU FAGBAYI

Typed or Printed Name

PRESIDENT, CEO

Title

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.

- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: MARCH 7, 2019

Name of Consultant: PERFORMANCE FACT, INC.

Signature: 

Print Name and Title: MUTIU FAGRAYI, PRESIDENT & CEO

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

- SCOPE OF SERVICES
- See attachment

Response to Oakland Unified School District's *Request for Proposal*
Independent Contractor Services
FACILITATION & PROJECT MANAGEMENT OF 7-11 COMMITTEE PROCESS
(Original Submittal Due Date: 16 January 2019)

A. Submittal Letter

| | |
|----------------------|--|
| <u>Name of Firm</u> | Performance Fact, Inc. |
| <u>President/CEO</u> | Mr. Mutiu O. Fagbayi |
| <u>Address</u> | 333 Hegenberger Road, Suite 204, Oakland, California 94621 |
| <u>Phone</u> | mobile: 916-869-0433 work: 510-568-7944 |
| <u>Email</u> | mutiuf@performancefact.com; contact@performancefact.com |

Performance Fact is delighted to respond to OUSD's *Request for Proposal* (RFP) regarding facilitation of the 7-11 Committee Process. Performance Fact is submitting the RFP as the lead-partner in a team of experienced practitioners and facilitators.

- **Partner #1:** Since its founding in 1997, **Performance Fact** has assisted more than 40 school districts across the USA in developing their long-range strategic plan and implementing educational plans in ways that embrace the diverse voices of their stakeholders, and are aligned to local context and realities. We have been Oakland-based since 2003, and have worked extensively with OUSD since 1998, in areas that include strategic planning, direct support and capacity building for Networks of schools and individual schools.
- **Partner #2:** Dr. Debbra Lindo has excelled as a principal, Network Executive Office in Oakland USD, former Superintendent, among other accomplishments. More recently, Dr. Lindo has provided emergency management assistance to school districts striving to develop plans to meet the size and scope of both their current and future educational needs.

The proven track-record in OUSD and the diversity of experience of the team, is the strategic advantage we bring to this work. This proposal shall be valid for a 60-day period and the proposed team is available immediately to work on this project.

Sincerely,



Mutiu Fagbayi
President/CEO, Performance Fact, Inc.

We propose the following Scope of Work:

- **Facilitation of the 7-11 Committee process (*Performance Fact, Inc.*)**
Facilitate the deliberations of the 7-11 Committee, as preliminarily outlined in Appendix 1: *Duties of Facilities Advisory Committee* (prepared by Dr. Debra Lindo, October 3, 2018)
- Re-establish required 7-11 Oversight Committee-Ed Code 17390 (See Appendix I)
- Participate in OUSD's Facilities and Planning Management and other Executive Cabinet meetings, as appropriate.
- **Evaluation of Current Educational Programs (*Performance Fact, Inc.*)**
Conduct a comprehensive assessment of the effectiveness of implementation of the district's current strategic plan, *The Pathway to Excellence: 2015-2020 Strategic Plan* vis-à-vis its five key objectives:
 - Provide every student with access to a high-quality school
 - Ensure each student is prepared for college, career, and community success
 - Staff every school with talented individuals committed to working in service of children
 - Create a school district that holds itself and its partners accountable for superior outcomes
 - Guarantee rigorous instruction in every classroom, every day
- **Led by the Facilities Master Plan lead architectural firm:**
- **Review and Evaluation of Facilities Program**
Conduct a data-driven assessment of the district's facilities program to inform strategies and recommendations for consideration by the 7-11 Committee. Activities to include:
 - Review existing master plan documents, plan amendments and updates, reports and board presentations
 - Meet with key stakeholders and OUSD Facilities staff to understand current strengths, weaknesses, opportunities, threats (SWOT analysis) for OUSD facilities program
 - Review existing community engagement summaries and reports, priorities re: facilities and capital improvements
 - Analyze available data re: utilization, demographics, enrollment, and condition of facilities to develop metrics for evaluation of facilities
 - Coordinate with district master plan architects to analyze available data and establish framework for 7-11 actions, including prioritization of facility needs, funding, and educational program enhancements to align with the district's educational strategic plan
 - Prepare reports and presentations of alternative school facility realignment scenarios for consideration by 7-11 committee
 - Prepare report and presentation of final recommendations from 7-11 committee for consideration by Board of Education



Exhibit A

BREAKDOWN OF FEES FOR PROFESSIONAL SERVICES

Part 1: 7-11 Committee Core Activities

| | |
|---|-------------|
| 1. Facilitation of and technical assistance to the 7-11 Committee | \$18,500.00 |
| 2. Coordination/collaborative data analysis with architectural firm re: Facilities Master Plan | \$16,000.00 |
| 3. Ongoing communication and consultation with Superintendent/Cabinet, Communications Dept., and Facilities Division leadership | \$5,700.00 |
| 4. Compilation of the recommendations of the 7-11 Committee | 8,000.00 |
| 5. Development of Implementation and Rollout plan | 4,800.00 |
| Part 1 - Total Professional Fees = \$53,000.00 | |

Part 2: Educational Strategic Plan

| | |
|--|--------------------|
| 1. Needs Assessment | \$15,300.00 |
| 2. Methodology/Dissemination | \$32,000.00 |
| 3. Assessment of Representative Stakeholders' Input & Perspectives | \$23,750.00 |
| 4. Preliminary Report and Recommendations | 15,000.00 |
| 5. Final Report, and Five-Year Vision and Strategic Plan | 10,300.00 |
| Sub-total | \$96,350.00 |
| <i>Less Professional Discount (21.5%)</i> | <i>(\$20,600)</i> |
| Part 2 - Total Professional Fees = | \$75,750.00 |

Contract Total (Part 1 + Part 2) = \$128,750

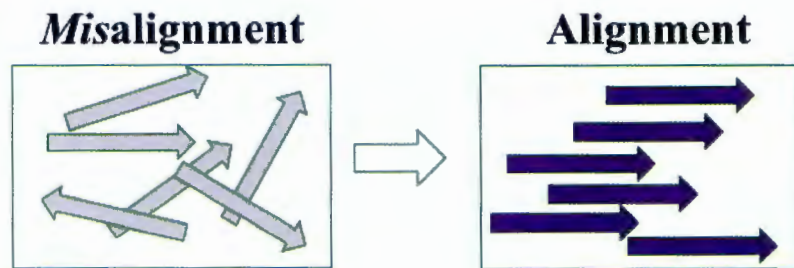
Detailed Work Plan

EDUCATIONAL STRATEGIC PLAN

WHY PLAN?

The best way to guarantee your future is to create it yourself. Without a plan, there is no focus or clear direction. A results-focused plan is the first step toward making the future you envision become a reality.

A primary aim of planning is unity of purpose, or *alignment*. Regardless of the level of planning – long-range strategic planning, continuous school improvement planning or operational planning – the intent is the same: *Getting people, processes, and programs on the same page, going in the same direction.*



Phases of the Planning Process

Phase 1: "Is everyone ready to go?" – Mobilization of the entire school community to provide information about the strategic planning process, solicit input, and agree on the path forward.

Phase 2: "Where are we now?" – Data-driven assessment of current state, in such areas as: student growth and academic achievement; trust; effectiveness of teaching-&-learning; management and organization of operations and resources; and extent to which a high-trust, standards-driven, accountable culture is evident.

Phase 3: "Where are we going?" – Strengthening trust and authentic relationships, and reaching unity of purpose regarding the strategic direction for the district, including: clarifying purpose and shared values; setting 'achievable stretch' goal for student learning; selecting the vital signs of student progress; and affirming trust in the goal.

Phase 4: "Is everyone still with us?" – First formal "reality check" to enroll stakeholders, including sharing status of the planning process; assessing buy-in and commitment to the Goal and vital signs of student learning; soliciting feedback regarding mission, mission and shared values; and requesting individual and group commitment to the next steps.

Phase 5: "How are we going to get there?" – Key capabilities we need and must develop to achieve the goal. This includes learning about what is important and what works; completing the 4-page Instructional Focus; selecting strategies and programs that fit the schools and district and offer the best opportunity for achieving the goal; and outlining key activities and tasks.

Phase 6: "Have we aligned resources and responsibilities with the Plan?" – Alignment of resources (i.e., people, time and money) with the priorities outlined in the Plan, as well as clarification of performance accountability and reporting guidelines.

Phase 7: "Do we have the support of our leaders and policymakers?" – Leadership approval of and commitment to the goal, including provision of district resources, assistance with mandates outside the school's direct influence, and facilitation of community supports and services.

EMBRACING DIVERSE STAKEHOLDERS

To engender trust and commitment of all stakeholders, each stakeholder-group must have meaningful, respected voice in shaping the strategic plan. The stakeholder-groups involved at each point will be defined collaboratively by the district and Performance Fact.

Incorporating Diverse Voices and Communities through:

- Focus group sessions with representatives of each stakeholder group
- Survey of selected stakeholders
- "Reality Check" sessions of successive drafts of the strategic plan
- Each stakeholder group represented on the Core Planning Team
- Most stakeholder teams on Alignment Team



DETAILED WORKPLAN

Ongoing consultation with the Superintendent and other district leaders is critical to the success of this initiative. The consultations occur at every Phase of the planning process, and – if desired by the district – could extend to the implementation phase as well.

The **Alignment Team** (i.e. the Superintendent's Strategic Planning leadership group) will provide the overarching oversight and coordination for this project. That team, which consists of the Superintendent and other key district personnel selected by the Superintendent, can be thought of as the "integrator" of all the information from all sources. We will meet regularly with that Team, as well as with any *ad hoc* groups deemed necessary at any point during the process.

The detailed Work Plan is based on the seven-phase model described earlier, adapted to fit the specific deliverables, timeline and local context within the district.

Assuming a March-June strategic planning window, below is an illustrative Work Plan. The dates are tentative at this time, pending formal discussions with the district. **The actual timeline will be worked out collaboratively with the district prior to the start of the project.**

Phase 1: "Is everyone ready to go?"

Mobilization of the entire school community to provide information about the strategic planning process, solicit input, and agree on the path forward.

| When | What | Who |
|-------------|--|---|
| Mar. 2019 | <ul style="list-style-type: none"> a. Conduct pre-planning sessions with Superintendent and leadership team (and external stakeholders, as appropriate) to determine specific strategic planning timeline, deliverables, and engagement process. b. Secure buy-in and commitment of Superintendent (and the Board of Education, as appropriate). c. Secure support and commitment of leaders/champions of key stakeholder groups (e.g., PTO/PTA; Faith-based organizations; Community leaders; Employee Unions; business & higher education; as appropriate). d. Identify Core Strategic Planning Team Membership (i.e., Superintendent & Cabinet; credible and representative cross-section of the district's internal and external stakeholders). e. Identify specific communication methods to engage and inform the school community of the strategic planning process with opportunities for input (i.e. web site, surveys, community meeting schedules). f. Finalize strategic planning calendar. g. Compile baseline data about student learning and professional practices (3-5-year analysis). | <p>Superintendent / Cabinet Board of Education District & School Leaders</p> <p>Prospective Members of the <i>Core Planning Team</i> and <i>Alignment Team</i> (internal & external stakeholders)</p> |

Phase 2: "Where are we now?"

Data-driven assessment of current state, in such areas as: student growth and academic achievement; trust; effectiveness of teaching-&-learning; management and organization of operations and resources; and extent to which a high-trust, standards-driven, accountable culture is evident.

| When | What | Who |
|---|---|--|
| <p>Mar. 2019 – Apr. 2019</p> <p>and</p> <p>Ongoing offsite work with Superintendent / Leadership Team between Core Planning Team meetings</p> | <p>Convene first session of the Core Planning Team:</p> <ul style="list-style-type: none"> a. Analyze student data from multiple perspectives, including those relating to academic performance, academic tenacity, and socio-emotional resiliency. b. Analyze current state of student learning using Performance Fact's <i>4-Lens Data Analysis Protocol</i>™. c. Identify the highest-priority Student Achievement Areas of Strength and Areas of Concern based solely on the data. d. Assess current state of educational programs in the content areas, based on the six components of a standards-aligned instructional system, namely: standards; assessment; curriculum; instruction; instructional materials; and intervention. e. Conduct extensive "listening sessions" with | <p>Core Planning Team and Alignment Team</p> |

| | | |
|--|--|--|
| | <p><u>selected</u> teachers, students and school leaders regarding current state.</p> <p>f. Gather input from <u>selected</u> internal and external stakeholders regarding current state (e.g., via surveys or focus groups).</p> <p>g. Use Performance Fact's rubric to conduct "root cause" analysis of the current state of student achievement and professional practices.</p> | |
|--|--|--|

Phase 3: "Where are we going?"

Strengthening trust and authentic relationships, and reaching unity of purpose regarding the strategic direction for the district, including: clarifying purpose and shared values; setting 'achievable stretch' goal for student learning; selecting the vital signs of student progress; and affirming trust in the goal.

| When | What | Who |
|--|---|---|
| <p>Apr. 2019</p> <p><i>and</i></p> <p>Ongoing offsite work with Superintendent / Leadership Team between Core Planning Team meetings</p> | <p>a. Strengthen trust and authentic relationships among participants and identify the conditions for building a high-trust organization.</p> <p>b. Reaffirm the core purpose and shared values of the district.</p> <p>c. Clarify the "achievable stretch" goal for student learning, and define the vital signs (metrics) of student progress along three dimensions: academic growth, academic tenacity, socio-emotional resiliency.</p> <p>d. Engage and gather input from selected internal and external stakeholders to provide additional input (e.g., via surveys or focus groups).</p> | <p>Core Planning Team</p> <p><i>and</i></p> <p>Alignment Team</p> <p><i>and</i></p> <p>Selected "experts" with particular insight into the topics to be covered</p> |

Phase 4: "Is everyone still with us?"

First formal 'reality check' to enroll stakeholders, including sharing status of the planning process; assessing buy-in and commitment to the Goal and vital signs of student learning; soliciting feedback regarding mission, mission and shared values; and individual and group commitment to the next steps.

| When | What | Who |
|---|---|--|
| <p>May 2019</p> <p><i>and</i></p> <p>Ongoing work with Superintendent / Leadership Team between Core Planning Team meetings</p> | <p>a. Develop Briefing Packets to be used during 'reality check' sessions with stakeholder groups.</p> <p>b. Provide training and orientation for Core Planning Team members regarding how to conduct effective 'reality check' sessions with stakeholders.</p> <p>c. Hold "Reality Check" sessions with critical stakeholders, including Board of Education; site administrators; teachers and staff; union leadership; parent leadership; business/community leadership; student leadership.</p> <p>d. Compile and analyze feedback from 'reality check' sessions, and determine</p> | <p>Core Planning Team</p> <p><i>and</i></p> <p>Alignment Team</p> <p><i>and</i></p> <p>"Reality check" rollout of work-to-date with internal and external stakeholders, including:</p> |

| | | |
|--|--|---|
| | modifications/adjustments to work-to-date based on the stakeholder feedback. | - Every school - Every district-level unit or department - Selected external stakeholders |
|--|--|---|

Phase 5: "How are we going to get there?"
 Key capabilities we need and must develop to achieve the goal. This includes learning about what is important and what works; defining the **Instructional Focus** and **Empowering Infrastructure** for effective instruction (including selecting strategies and programs that fit the schools and district and that offer the best opportunity for achieving the goal); and outlining key activities and tasks.

| When | What | Who |
|---|---|--|
| May – Jun. 2019 <i>and</i> <i>Ongoing work with Superintendent / Leadership between Core Planning Team meetings</i> | a. Identify the "Four Pillars" of the Instructional Focus and define corresponding professional practices and programs (i.e., the educational capabilities we need and must develop in order to accomplish the student learning Goal.) b. Identify the strategic priorities relating to Empowering Infrastructure (i.e., <i>operations, supports and services</i>), in areas such as: facilities; fiscal; human resources; teacher induction; technology; planning; teacher & leadership effectiveness; parent/community partnership and engagement; community support systems for children, youth and families). c. Schedule focused conversations with representative groups of students (elementary, middle, high school; optional: graduates and drop-outs) d. Compile the first draft of the high-leverage strategic priorities and programs. e. Outline process and 'briefing packet' for sharing draft strategic priorities and programs with selected stakeholders for feedback. | Core Planning Team <i>and</i> Alignment Team |

Phase 6: "Have we aligned our resources with the Plan?"

"How do we keep our eye on the prize, nurture the spirit, and stand up for the outcomes we produce?"

Allocation (or re-allocation) of people and resources based on the priorities outlined in the Plan and accompanying performance accountability guidelines.

| When | What | Who |
|--|---|---|
| May – Jun 2019 Core Planning Team and Alignment Team) Focused discussion with Superintendent / Leadership Team | a. Realign district resources (people, time and money) to the priorities outlined in the Strategic Plan. b. Propose modifications to the district school improvement planning and central operational planning processes. c. Develop guidelines and processes for ensuring performance accountability at all levels, including processes for continuous monitoring and evaluation; interventions and mid-course corrections; and recognition and celebration of accomplishments. d. Recommend structure and process for building and sustaining public will for and commitment to disciplined implementation of the Strategic Plan (e.g., by creating a <i>Community Roundtable for Performance & Accountability</i> , comprised of leaders of key stakeholder groups). e. Outline process for Superintendent's periodic progress updates to Board and community (e.g., every trimester). | Core Planning Team and Alignment Team and Superintendent / Cabinet and Board of Education |

Phase 7: "Do we have the support of our leaders and policymakers?"

Leadership approval of and commitment to the goal, including provision of district resources, assistance with mandates outside the school's direct influence, and facilitation of community supports and services.

| When | What | Who |
|--|--|---|
| Jun. 2019 and 2-3-day Focused discussion with Superintendent / Cabinet, Principals, and district-level managers regarding implementation | a. Complete final strategic plan. Begin discussion with Superintendent regarding disciplined implementation of the strategic plan and "making the form fit the function" (e.g., alignment of annual school improvement and district annual operating planning processes; continuous monitoring; accountability for results; etc.). b. Facilitate formal approval of the strategic plan by the Board, and formal rollout to all stakeholders. c. Define focus of early-implementation phase and facilitate execution of the selected recommendations. d. Define preliminary priorities for Year 1 of the strategic plan (including performance objectives and milestones of progress for schools and central office units; process for | Alignment Team and Superintendent & Cabinet and School site leaders (to develop Annual Action Plan Performance Fact, Inc. rollout team |

| | | |
|--|---|--|
| | <p>monitoring progress throughout the school year; calendar and framework for status reports to the Board and community every trimester; etc.).</p> <p>e. Facilitate formal roll-out of the Strategic Plan, including review by and appreciation for Core Planning Team and Alignment Team members, enrollment of school and district staffs, commitment of parents and community stakeholders.</p> | |
|--|---|--|

Breakdown of Professional Fees: Educational Strategic Plan

| | |
|--|--------------------------|
| 1. Needs Assessment | \$15,300.00 |
| 2. Methodology/Dissemination | \$32,000.00 |
| 3. Assessment of Representative Stakeholders' Input & Perspectives | \$23,750.00 |
| 4. Preliminary Report and Recommendations | 15,000.00 |
| 5. Final Report, and Five-Year Vision and Strategic Plan | 10,300.00 |
| Sub-total | \$96,350.00 |
| <i>Less Professional Discount (21.5%)</i> | <i>(\$20,600)</i> |
| Total Professional Fees = \$75,750.00 | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

PRODUCER
 STATE FARM INSURANCE-KEN BULLOCK, LIC# 0722261
 4490 PIEDMONT AVE
 OAKLAND, CA 94611

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
 MUTIU FAGBAYI DBA PERFORMANCE FACT
 333 HEGENBERGER RD STE 204
 OAKLAND, CA 94621

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm General Insurance Company 25151

25151

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------|---|---------------|----------------------------------|-----------------------------------|--|--------------|
| A | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 97-C6-V692-7 | 08/29/2018 | 08/29/2019 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

OAP Office Owner LLC, OAP Office Investors, LLC, Vertical Ventures Capital, LLC and Kennedy Wilson Properties, LTD and their respective agents, members, partners, employees, and mortgagees as listed as additional insured.

CERTIFICATE HOLDER

OAP OFFICE OWNER, LLC
 C/O KENNEDY WILSON PROPERTIES, LTD
 333 HEGENBERGER RD STE 101
 OAKLAND, CA 94621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 KEN BULLOCK, AGENT



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Facilities Planning and Management

Site 210

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Attachment Checklist: Proof of general liability insurance... Workers compensation insurance certification...

Contractor Information

Contractor Name Performance Fact, Inc. Agency's Contact mutiuf@performancefact.com
OUSD Vendor ID # New Vendor Title:
Address 333 Hegenberger Road, Ste 204 Telephone 5105687944
Oakland, CA 94621 Policy Expires:
Contractor History Previously been an OUSD contractor? Yes/No Worked as an OUSD employee? Yes/No
OUSD Project # 00918

Term

Date Work Will Begin 4/11/2019 Date Work Will End By 6/30/2019
(not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$128,750.00
Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount
Other Expenses Requisition Number

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9450/0000, Fund 21, Measure J, 210-9450-0-0000-8500-6289-918-9180-9905-9999-99999, 6289, \$128,750.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

Division Head Phone 510-535-7038 Fax 510-535-7082

1. Director, Department of Facilities Planning and Management

Signature [Signature] Date Approved 2/12/19

General Counsel, Department of Facilities Planning and Management

Signature [Signature] Date Approved

Deputy Chief, Department of Facilities Planning and Management

Signature [Signature] Date Approved 3/18/19

Senior Business Officer, Board of Education

Signature Date Approved

President, Board of Education

Signature Date Approved