

AGREEMENT FOR CONSULTING SERVICES CENTENNIAL SCHOOL DISTRICT

THIS AGREEMENT is entered into as of July 10, 2023 by and between the Centennial School District, 18135 SE Brooklyn Street, Portland, Oregon 97236 (“Owner”) and Performance Fact, Inc. (“Consultant”) for the following Project:

Strategic Plan Implementation Services.

- A. *The Owner desires to engage the Consultant to perform certain technical, professional, and/or other services described in this Agreement (“Services”), including the Services described in Exhibit A.*
- A. *The Consultant represents that it is in all respects qualified and capable of performing the Services, and has an established record of providing the type of services covered by this Agreement.*
- B. *The employees of the Consultant assigned to this Project who will be responsible for the Services are Ms. Lauren Klaffky, Ms. Rose Zapata, and Mr. Mutiu Fagbayi. The employee of the Consultant who represents the Consultant on this Project, who has authority to bind the Consultant, and who shall not be changed without the Owner’s written consent, is Ms. Lauren Klaffky.*
- C. *The Owner’s Project representative is Dr. Tasha Katsuda. All communications from the Consultant to the Owner shall be through this Project representative.*
- D. *The Owner agrees to pay the Consultant a fee (“Fee”) as described in Section 5 for the Services under this Agreement. Any Services beyond those described in this Agreement will only be performed as a Change in Services.*
- E. *The Services will be completed by June 30, 2024 (“Completion Date”), which represents a range of time in which the Services will be needed.*
- F. *The Consultant warrants that it has secured and will maintain for the duration of this Agreement, plus one year, insurance in the minimum amounts specified as follows:*

<u>Type of Insurance</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<i>Worker’s Compensation</i>	<i>(Statutory)</i>	<i>(Statutory)</i>
<i>Comprehensive General Liability</i>	<i>\$1,000,000</i>	<i>\$2,000,000</i>
<i>Comprehensive Automobile Liability</i>	<i>\$1,000,000</i>	<i>\$2,000,000</i>
<i>Errors and Omissions</i>	<i>\$1,000,000</i>	<i>\$2,000,000</i>
<i>Employers Liability</i>	<i>\$1,000,000</i>	<i>\$2,000,000</i>

AGREEMENT

1. Contractual Relationship

a. Independent Contractor. The Consultant shall be and operate as an independent contractor and shall have exclusive control over and responsibility for the conduct of all personnel performing the Services. By its signature on this Agreement, the Consultant certifies that the services to be performed under this Agreement are those of an independent contractor as defined in O.R.S. 670.600, and that the Consultant is solely responsible for the work performed under this Agreement. The Consultant represents and warrants that the Consultant, its subconsultants, employees, and agents are not “officers, agents, or employees” of the Owner within the meaning of the Oregon Tort Claims Act (O.R.S. 30.260 through 30.300). The Consultant shall perform the Services in accordance with its own methods and in an orderly and professional manner. The Consultant is not authorized on behalf of the Owner to enter into any agreements, to waive or modify any provisions of the Owner’s contracts with third parties, to receive or accept contractual notice, to authorize payment, or to accept or approve any change in the Contract Sum or Contract Time as set forth in the construction Contract Documents. Any such actions by the Consultant are on its own behalf, and not on the behalf of the Owner. This Agreement does not preclude the Consultant from undertaking work or assignments from other school districts, agencies or individuals.

b. Benefits. The Owner shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of Consultant or Consultant’s employees or agents, or remuneration above the amount stipulated in this Agreement. The Consultant shall be responsible for all federal, state, and local taxes, including any and all gross receipts taxes, and any and all fees applicable to payments for services under this Agreement.

2. Scope of Service

a. Services. The Consultant shall perform Services pursuant this Agreement as more fully described in Exhibit 1 hereto. The timing for performing the Services is of the essence. Any terms in any of the Exhibits that are inconsistent with this Agreement, any of the Consultant’s standard terms that are not specific to this Agreement, and any limitations or extensions of liability therein are void unless each such term is initialed by both parties.

b. Performance. All of the Services will be performed by or through the Consultant in a satisfactory, proper and professional manner, and with skill and diligence subject to the applicable standard of care. None of the Services shall be subcontracted without prior written approval of the Owner. At the time of performance, the Consultant shall be properly licensed, equipped, organized and financed to perform the Services. The Consultant shall be familiar with the Project requirements, such as the program, Project site work area, Contract Time, and other information affecting the Consultant’s services.

- c. Correction. The Consultant shall, at no cost to the Owner, promptly and satisfactorily correct and/or complete any Services found to be defective, incomplete, or not in conformity with the requirements of this Agreement. If the Consultant fails to initiate corrections within fifteen days of receipt of written notice from the Owner, the Owner may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) from the Consultant the reasonable costs it incurred. The obligations of the Consultant to correct nonconforming Services shall not in any way limit any other obligations of the Consultant. The Owner's right to make corrections and charge the Consultant for them is in addition to any other rights and remedies available to the Owner under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming Services.
- d. Compliance. The Consultant shall comply, and shall contractually require that the Services of all its subconsultants comply with all applicable federal, state and local laws, regulations, codes and orders.
- e. Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.

3. Personnel

- a. The Consultant will secure at its own expense all personnel, material and equipment required to perform the Services. These personnel shall not be employees of, or have any contractual relationship with, the Owner or its contractors, and they shall be experienced, fully qualified and authorized under applicable law to perform their portion(s) of the Services.
- b. The Consultant may designate and appoint subconsultants after conferring with the Owner regarding their selection. The Consultant shall not appoint a subconsultant to which the Owner has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of Services consistent with the requirements of the Project into the contracts with subconsultants. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibility for the performance of the Services in accordance with the terms of this Agreement.

4. Time of Performance

Time is of the essence. The Services shall be undertaken so as to assure their expeditious completion. The Services shall be completed by, and the Agreement shall remain in effect until, the Completion Date unless canceled prior to that date pursuant to this Agreement.

5. Compensation

- a. Fee. The Owner agrees to pay the Fee for Services satisfactorily rendered. Any costs incurred by the Consultant in excess of the Fee are the responsibility of the Consultant unless approved in writing by the Owner prior to being incurred.

(Check one):

- A fixed, lump sum Fee of \$210,000 as full and complete compensation for the Services and as further described in Exhibit A. Any costs incurred by the Consultant in excess of the Fee are the responsibility of Consultant unless approved in writing by the Owner prior to being incurred.

or

- Compensation for Services of the Consultant shall be on an hourly basis at the rates listed in Exhibit B. The Compensation for Services, including any subconsultants, shall not exceed \$ _____, without the prior written approval of the Owner.

- b. Reimbursable Expenses. In addition to the Fee, the Owner agrees to pay the Consultant a multiple of 1.1 times the following Reimbursable Expenses to the extent paid by the Consultant in the interest of the Project and shall not exceed \$ N/A
(check as appropriate, if any)

- Expenses in connection with pre-authorized travel and mileage costs;
- Transportation, including mileage at the current IRS rate of reimbursement;
- Expenses of reproduction, except for reproduction for the internal use of the Consultant and its subconsultants; and
- Other: _____

- c. Changes in Services. Additional compensation for a pre-authorized Change in Services shall be paid as agreed in writing prior to commencement of the Services. The Consultant will not, however, be entitled to additional compensation for Services incurred because of the fault of the Consultant. Failure of the Consultant to obtain the Owner's prior written agreement to pay for additional services shall be a waiver of any claim thereto.
- d. The Consultant will submit a detailed monthly written request for payment and a progress report certifying that it has performed the designated Services under the

Agreement, and that it is entitled to receive the amount requested. Payment will be made on the basis of the actual Services approved as completed. All invoices shall be on a form provided or approved by the Owner. The Owner will pay the Consultant within thirty days of receipt of the request and report. Payments due and owing but unpaid shall bear interest at the Bank of America Prime Rate plus 2% after thirty days. Acceptance of final payment of the Fee by the Consultant shall release, waive, and forever discharge the Owner from any and all claims, liens, demands, and liabilities arising from or in any way connected to the Project or this Agreement, unless the Consultant identifies such controversy or claim, with specificity and in writing, on Consultant's final request for payment.

6. Changes in Services

The Owner may, at any time, require changes in the scope of the Services. A Change in Services, including any increase or decrease in the Consultant's compensation and/or time of performance, will be incorporated in written amendments to this Agreement when mutually agreed upon in advance by both parties.

7. Indemnification

- a. To the fullest extent permitted by law, including O.R.S. 30.140, the Consultant hereby agrees to reimburse, indemnify, and hold harmless the Owner, its successors and assigns and the directors, officers, managers, members, employees, and agents of each of the foregoing ("Indemnified Parties"), from, for, and against any and all claims of third parties and losses, harm, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims or in proving the right to indemnification) arising or resulting from such claims of third parties in any way arising out of or in connection with any negligence in or intentional misconduct regarding the performance of the services or obligations of the Consultant or any of its subconsultants of any tier, the respective successors and assigns of the Consultant or any such subconsultants, the directors, officers, managers, members, employees, and agents of each of the foregoing, or anyone acting on the Consultant's behalf in connection with this Agreement or its performance; PROVIDED, however, that the Consultant shall not be required to so reimburse, indemnify, and hold harmless, any of such Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnified Parties or third parties and of the Consultant or its agents, consultants, or employees, then the Consultant's obligation to reimburse, indemnify, and hold harmless, hereunder shall be limited to the extent of the negligence of the Consultant or its agents, subconsultants or employees; PROVIDED FURTHER that, to the extent allowed under Oregon Law, the Consultant agrees to waive its immunity under Oregon Workers' Compensation Law as to the Indemnified Parties only. The Consultant acknowledges and agrees that the Owner's obligations under this Agreement are subject to the limitations of the Oregon Tort Claims Act (O.R.S. 30.260-30.300).

8. Insurance

- a. Certificates and Endorsements. The Consultant shall, at its own cost, maintain in full force and effect, with limits no less than the amounts set forth in the Agreement, a policy of comprehensive/commercial general liability insurance on an occurrence form. The Consultant shall not commence performance of Services under this Agreement until all required insurance has been obtained and a certificate and endorsements have been submitted to the Owner. A certificate of insurance and endorsement shall be submitted upon execution of this Agreement that reflects the insurance required in this Agreement, identifies the Owner as additional insured (to the extent allowed by Oregon law) and indicates that the insurance is primary and non-contributing. The insurance policy shall bear an endorsement that the policy shall not be canceled or the policy limits reduced by endorsement below the coverage required by this Agreement for any reason other than nonpayment of premiums except upon thirty days' prior notice to the Owner and only after ten days' prior written notice for non-payment of premiums. All insurance is to be provided by insurance companies licensed in the State of Oregon with an A.M. Best's rating of not less than A VIII. The insurance requirement shall not reduce the obligations of the indemnification agreement set out in Section 7. Lapse of coverage or failure to furnish satisfactory evidence of insurance is cause for termination of this Agreement.
- b. The Owner's specification or approval of the insurance in this Agreement or of its amount shall not relieve, limit or decrease the liability of the Consultant under the Agreement or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Agreement, indemnification, or applicable law provisions. The Consultant may, at its expense, purchase larger coverage amounts or additional insurance.
- c. Failure of the Consultant to secure and maintain insurance with the coverages and limits required by this Agreement will be a material breach of the Agreement entitling the Owner, at its discretion and without waiving any other remedies, to (a) withhold payments or recoup payments already made to the Consultant for services on the Project, (b) terminate the Consultant for cause, and (c) purchase any additional insurance it deems reasonable necessary to protect itself at the expense of the Consultant. The Consultant consents to the Owner procuring replacement insurance in Consultant's name and will cooperate in all respects with Owner's efforts in procuring additional or replacement insurance. The Owner will have the discretion to purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Consultant and its subconsultants maintained the insurance required by this Agreement. The Owner's costs incurred in finding replacement insurance or an Owner's protective policy will either be reimbursed directly by the Consultant or may be offset against amounts owed by the Owner to the Consultant on the Project or other projects. This requirement will remain

enforceable for the duration of the applicable statute of repose or for ten years after Final Completion, whichever is longer. The insurance requirements under this Agreement can only be waived or modified by the Owner by an express written instrument signed by the Owner acknowledging the reduced coverages or limits. No other act or omission by the Owner or its agents, including but not limited to (a) implicit or verbal acceptance or approval of reduced coverages or limits or (b) failure to require proof of compliant insurance, will amount to the Owner's waiver of the insurance requirements of this Agreement.

9. Dispute Resolution

- a. Mediation. Any dispute arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation using the Construction Mediation Rules of the American Arbitration Association ("AAA"). To initiate the mediation process, a party shall submit a written mediation request to the other party. If the parties are unable to agree to a mediator within thirty days after the receipt of the written request for mediation, either party may submit a request for mediation to the AAA.
- b. Mediation Procedure. A principal of the Consultant and the Superintendent or designee of the Owner, both having full authority to settle the claim (subject to ratification by the Owner's Board of Directors), must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, contractors, and/or designers, their representatives, with full authority to settle the claim, shall also attend the mediation session. Each party shall share the costs of mediation equally. Unless the Owner and Consultant mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur after Substantial Completion but prior to Final Acceptance of the Project by Owner.
- c. Litigation. The Consultant may not bring litigation unless it has been properly addressed in the above dispute resolution procedure.
- d. No Waiver. The requirements of this Section cannot be waived except by an explicit written waiver signed by the Owner's Superintendent.
- e. Maintenance of Responsibilities. The parties shall diligently carry on their respective obligations and responsibilities and maintain the schedule of this Agreement during any dispute resolution proceedings, unless otherwise agreed by both parties in writing.
- f. Waiver of Consequential Damages. The Consultant and the Owner waive consequential damages against one another for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's

termination of this Agreement. This waiver does not, however, extend to third-party claims under Section 7.

10. Suspension and Termination

- a. Suspension by the Consultant. If any undisputed amount remains due and owing after a period of ninety days from the date the Consultant submits a monthly invoice, the Consultant may cease performing Services on the Project until all undisputed monies due are paid in full. The Consultant will not incur any liability for damages due to delay as a result of stopping performance of Services due to the Owner's failure to pay undisputed amounts for Services rendered.
- b. Suspension by the Owner. The Owner may, at its option, suspend all or a portion of the Services by notifying the Consultant in writing, and the Consultant shall be compensated for Services performed prior to notice of the suspension. When the Services are resumed more than thirty days after suspension, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's Services, and the Consultant's Fee for the remaining Services and the time schedules shall be equitably adjusted.
- c. Termination by Consultant. Should the Owner fail materially to perform in accordance with the terms of this Agreement through no fault of the Consultant, the Consultant may terminate this Agreement by giving written notice and specifying the effective date of the termination at least twenty-one days after notice, during which period the Owner shall have the right to cure.
- d. Termination by Owner. The Owner may, at its option, terminate all or a portion of the Services not then performed under this Agreement at any time with or without cause by notifying the Consultant in writing. All finished or unfinished documents, reports, information, data, drawings, maps, models, photographs, studies, and other work product given to, prepared or assembled by or for the benefit of the Consultant under this Agreement shall, at the option of the Owner, thereupon become the Owner's property.
- e. Compensation. The Owner shall be liable to the Consultant for the Consultant's just and equitable compensation for all Services to the extent satisfactorily completed prior to termination, but this compensation shall not exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. In no event shall the Owner be liable for any consequential or incidental damages, including but not limited to loss of profit on this or other projects or of reputation incurred by the Consultant as a result of such termination.

11. Miscellaneous

- a. Assignment. The Consultant shall not let, assign or transfer this Agreement, or any interest in it or part of it including claims hereunder, without the prior written consent of the Owner.
- b. Governing Law. This Agreement shall be governed by the internal laws of the State of Oregon, without regard to its choice-of-law provisions. The exclusive venue for any litigation shall be in Multnomah County, Oregon.
- c. Nondiscrimination. The Consultant assures the Owner that it endeavors to comply with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336. Pursuant to O.R.S. 279A.110, discrimination in subcontracting is prohibited. In the awarding of contracts, the Consultant shall not discriminate against minority, women, emerging small business enterprises certified under O.R.S. 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in O.R.S. 408.225. The Owner and the Consultant agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Agreement. The Owner and the Consultant further agree not to discriminate in their employment or personnel policies.
- d. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision of the Owner. As required by O.R.S 326.603, the Consultant shall ensure that the Consultant, its subconsultants, and their officers, employees, and agents will have no direct, unsupervised contact with students while on the Owner’s property. The Consultant shall work with the Owner to ensure compliance with this requirement. If (1) the work site is not a closed site and (2) the Consultant is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subconsultants will have direct, unsupervised contact with students in a particular circumstance or circumstances, then the Consultant shall notify the Owner before beginning any services that could result in such contact. The Consultant authorizes the Owner to obtain information about the Consultant and its history and to conduct a criminal background check, including fingerprinting, of any the Consultant’s officers, employees, or agents who may have unsupervised contact with students. The Consultant shall cause its employees and/or consultants, if any, to authorize the Owner to conduct these background checks. The Consultant shall pay all fees assessed by Oregon

Department of Education for processing the background check. The Owner may deduct the cost of such fees from a progress or final payment to the Consultant under this Agreement, unless the Consultant elects to pay such fees directly. All the Consultant's employees, whether full time or part time working at closed sites, must undergo a criminal history verification for disqualifying convictions per O.R.S 342.143. Criminal history verification checks will be conducted at the Consultant's expense. At the Owner sites that are closed for construction or other purposes, fingerprinting is not required. Prior to entry of the Consultant's employees onto a jobsite, the Consultant shall provide a list of its employees who have successfully undergone the criminal history verification check in performance of the Services delineated in this agreement. The Consultant will not affirmatively seek out or create opportunities for unsupervised contact with students.

- e. The Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, the Consultant shall not disclose to any other party, without prior consent of the parent/guardian, any information or records regarding students or their families that the Consultant may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. The Consultant is not to re-disclose information without prior written notification to and written permission of the Owner. If the Owner grants such permission, the Consultant is solely responsible for compliance with the re-disclosure rules. Consistent with FERPA's requirements, personally identifiable information obtained by the Consultant in the performance of this Agreement must be used only for the purposes identified in this Agreement.

- f. Material Created During Performance of the Agreement. All data, designs, drawings, tracings, artwork, plans, layouts, programs, flow charts, specifications, computer software, documentation, work product, notes, and any and all memoranda, including but not limited to, physical and electronic copies, and any and all written information that may be developed, produced, prepared, or designed by the Consultant in connection with the Services to be performed hereunder, shall be the joint property of the Consultant and the Owner, shall be available to the Owner at all times, and may be used by the Owner for any purpose without additional compensation to the Consultant. To the extent that the Consultant asserts any rights or establishes any claim under design or copyright laws, such rights shall also accrue to the Owner. Upon the termination or completion of the Agreement, any and all material referred to in this Section, together with all copies in the Consultant's possession, custody, or control, shall be promptly transferred and delivered to the Owner, upon the Owner's request, and the Consultant shall thereafter make no further use, either directly or indirectly, of such material, except that the Consultant may retain one archival copy to be used only in case of a dispute concerning this Agreement.

- g. Notices. Any notice or demand required under this Agreement will be in writing, and will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.
- h. Tobacco. The Consultant shall comply with the Owner's policy that no tobacco products, vaping, or similar products may be used on the Owner's property.
- i. Drug-Free Workplace. The Consultant shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplaces. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Project.
- j. Hazardous Waste. The Consultant will not cause nor permit any activities on the Owner's property which directly or indirectly could result in the Owner's property becoming contaminated with hazardous or toxic waste or substances. To the extent that the Consultant becomes aware of any actual or suspected hazardous waste, the Consultant shall immediately report it to the Owner's Project representative.
- k. Entire Contract. This Agreement constitutes the entire agreement between the Owner and the Consultant and supersedes any prior oral or written statements or agreements. To the extent that the Consultant has provided a proposal to perform these consulting Services and such proposal includes the Consultant's standard terms and conditions that are not specific to the Services performed on this Project or includes limitations of liability, indemnification or attorneys' fees provisions, such terms and conditions are not a part of this Agreement except to the extent explicitly accepted in writing by the Owner by initialing each such item.
- l. Accounting. Upon request, the Consultant shall provide the Owner with an accounting of Services, which shall detail the Services performed, the amounts paid to any subconsultants (supported by copies of all paid invoices) and such other information as the Owner may reasonably request. Upon request, the Consultant shall provide the Owner with access to the books and records related to the Services of Consultant and its subconsultants for inspection, audit, and reproduction. The Consultant shall provide the Owner with a completed W-9 form and other documentation as required.
- m. As required by O.R.S. 279C.520 and 279C.540, for the Consultant's employees subject to Oregon employment laws:
 - .1 Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).


- .2 Exemption. These requirements do not apply to individuals who are exempted under O.R.S. 653.010 through 653.261 or under 29 U.S.C. 201 through 209 from receiving overtime.
- .3 Notice to Employees. The Consultant shall give notice in writing to its employees performing work under this Agreement of the number of hours per day and the number of days per week that the employees may be required to work. The Consultant shall provide this notice to its employees either (a) at the time of hire, (b) before they begin work under this Agreement, or (c) by posting a notice in a location frequented by employees.
- .4 Payment for Workers' Compensation. As required by O.R.S. 279C.530: All subject employers working under this Agreement are either employers that will comply with O.R.S. 656.017 or employers that are exempt under O.R.S. 656.126.
- .5 Pay Equity. The Consultant shall comply with O.R.S. 279C.520(1)(b) and (c):
 - .1 The Consultant shall comply with O.R.S. 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles the Owner to terminate the contract for cause.
 - .2 The Consultant may not prohibit any of the Consultant's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

CONSULTANT

CENTENNIAL SCHOOL DISTRICT

By: Performance Fact, Inc.

By: Tasha Katsuda

Its: 

Its: 

Date: July 10, 2023

Date: July 14, 2023



PERFORMANCE **FACT**

THINK. BELIEVE. MOVE MOUNTAINS.

ADDENDUM #1 TO

AGREEMENT FOR CONSULTING SERVICES CENTENNIAL SCHOOL DISTRICT CONTRACT AGREEMENT

signed July 14, 2023

CENTENNIAL SCHOOL DISTRICT (Portland, OR)

and **PERFORMANCE FACT, Inc.**

for **2024-2025 School Year Implementation Services**

BACKGROUND

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **CENTENNIAL SCHOOL DISTRICT** ("Client"). It has been prepared in order to align Performance Fact and the Client on common purpose and to ensure outcomes that are fair and just for all parties.

1. PARTIES

This Agreement is made in May 2024 between the Client and Performance Fact, Inc. The project manager for the project is Dr. Tasha Katsuda. The project manager for Performance Fact, Inc. is Lauren Klaffky, Vice President/Chief Program Officer. This Agreement covers the 2024-2025 SY. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

(See Exhibit A, attached)

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **\$260,000** for professional services for the 2024- 2025 school year, according to the estimates and scope of work outlined in *Exhibit A*.

The amount will cover fees for professional services and expenses associated with the project, including, development and compilation of presentation materials and ongoing communication with the Superintendent, and with the Board and other stakeholders, as outlined in the Exhibits.

4. RESCHEDULING/CANCELLATION POLICY

Rescheduling/Cancellations of Specific Events/Activities per Contract:

- More than 30 days prior to scheduled date: No additional charge
- Less than 30 days before scheduled date: \$500 additional fee payable by Client.

5. LOGISTICS

The Client or its designee(s) will oversee all logistics related to meetings, workshops and other gatherings associated with this project, including participants' access to zoom (or equivalent) web conferencing, when applicable.

CSD/PFI Scope of Service SY 25

6. PAYMENT SCHEDULE

Performance Fact will invoice the Client according to the following schedule.

July 15, 2024	\$130,000
September 15, 2024	\$ 32,500
November 15, 2024	\$ 32,500
January 15, 2024	\$ 32,500
March 15, 2024	\$ 32,500

7. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or a breach of this Agreement, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation through the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

In the event the dispute is not resolved by mediation, the parties agree to resolve the conflict through arbitration under the rules of the American Arbitration Association.

8. EQUAL EMPLOYMENT OPPORTUNITY

Performance Fact does not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.

9. OWNERSHIP OF MATERIALS

Performance Fact will be using proprietary material during portions of the Contract. Such material shall remain the exclusive property of Performance Fact and shall not be further disseminated without the express written consent of Performance Fact. In the event written permission is granted, acknowledgement of source for all Performance Fact proprietary materials, tools, processes, etc. is required.

CONTRACT TERMS ACCEPTED:

PERFORMANCE FACT SIGNATORY

LAUREN KLAFFKY

Name

Signature

Vice President | Chief Program Officer

Title

Date

CENTENNIAL SCHOOL DISTRICT SIGNATORY

Name (Please Print)

Signature

Title

Date

CSD/PFI Scope of Service SY 25

Exhibit A

Data-Informed Professional Collaboration

\$60,000

- Annual Action Planning (SIP): Spring 2024 (In 2023/2024 Contract)
 - Lead the development of End of Year Data review and School Improvement Plan Development for Principal and Leadership Teams
- Data Summit: Fall 2024, Winter 2025
 - Facilitate two data summits on site for district leadership, principal and leadership teams
 - Data-analysis for each school 2X a year
 - Data-analysis across district 2X a year
 - Post-data summit debriefing meeting with each principal
- Annual Action Planning (SIP): Spring 2025
 - Lead the development of End of Year Data review and School Improvement Plan Development for Principal and Leadership Teams

Strategic Plan Monitoring and Evaluation

\$25,000

- District-Wide Annual Surveys
 - Design, host, and analyze district-wide results from District Annual Student, Staff, and Parent/Community Surveys
 - Longitudinal Analysis
- Vital Sign Scorecard - District
 - Student Learning
 - Professional Practices & Strategies
- Status Update to Board and Community (MY/EOY)

Actualize Portrait of a Graduate: Design Support

\$25,000 YR 1/\$25,000 YR 2

Facilitate backwards mapping the portrait of a graduate to a set of indicators and rubrics; design vision for portrait of an CSD Educator aligned with portrait of a graduate.

- Engagements conducted over a two year time period
 - 3 Design Retreats (staff/students)
 - 3 Planning Sessions with school/district leadership
 - 3 Review sessions with Admin Teams
 - Research/Preparation
 - 1-2 Community Engagements
 - Rubric Development/Review

CSD/PFI Scope of Service SY 25

Intensive Support for FIVE Schools

\$150,000

Schools: Meadows, Parklane, Powell Butte, CMS, CHS

SIP + Results Focused Planning

- Beginning of year work with Principal and Instructional Leadership Team
- Create Instructional Focus Plan and CPR Card to Guide the work of the year
- PD plan/calendar including topics for professional development, and scope and sequence for collaborative team meetings

Instructional Monitoring and Improvement

- Monthly Site Visits
 - Walkthroughs of priority learning spaces (based on instructional focus plan) with District Teaching and Learning team and site based ILTs as appropriate
 - Debrief with principal and district team
- Team Learning
 - PLC for Intensive Support Schools Held 1/month after visits (Virtual or in person)
 - Team learning and shared accountability

Data-Informed Professional Collaboration

- Data Report Preparation (3x)
 - Schoolwide, Grade Level/Department, Classroom level reporting
 - Aggregate by subject level and by priority standards
- Cycle of Inquiry/6-12 Week Instructional Planning (3x)
 - Facilitate the development of 12-Week Instructional Plans for each department/grade level team
 - CPR Card for implementation for each team's internal tracking and PLC follow up
 - Facilitate school based data summit with each school staff with in depth data review and planning aligned to school and departmental/grade level instructional plan

TOTAL FEE FOR SERVICE 2024-2025 School Year

\$260,000