

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made as of **November 22, 2017** (“Effective Date”) by and between Generation Ready Inc., a New York corporation located at 352 7<sup>th</sup> Avenue, Suite 12A, New York, NY 10001 (“Generation Ready”), and Beverly Hills Unified School District, an institution located at 255 S Lasky Drive, Beverly Hills, CA 90212 (“District”). Generation Ready and the District may be collectively referred to herein as the “Parties” or individually as a “Party.”

1. **Term.** The District shall retain Generation Ready as educational consultants, trainers, and service providers for the period beginning **November 2017** through **June 30, 2018** (the “Term”). The Term may be modified or extended only by mutual, written agreement of the Parties.
2. **Fee.** The fee for Services is **\$74,000**. The Fee is detailed below in Scope of Services.
3. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered personally by hand, (ii) sent by registered or certified mail, or (iii) sent by a recognized qualified overnight delivery service (e.g., Federal Express). All such notices shall be sent postage prepaid to the addresses of each Party set forth below or to such other address or addresses as shall be designated in writing in the same manner:

**If to Generation Ready:**

Generation Ready Inc.  
Attn: President  
352 7th Avenue, Suite 12A, New York, NY 10001  
Fax: 601-362-4217  
Email: [Accountsreceivable@generationready.com](mailto:Accountsreceivable@generationready.com)

**If to the District:**

Beverly Hills Unified School District  
255 S Lasky Drive  
Beverly Hills, CA 90212

4. **Terms.** This Agreement and the Services are subject to the Generation Ready Inc. Standard Terms and Conditions (“Standard Terms”) which are incorporated here by reference. The Standard Terms are located at: <http://www.generationready.com/standard-terms-and-conditions/>. District and Generation Ready agree that any additional terms contained in a Purchase Order are disclaimed and do shall not become part of the Agreement between the Parties. The Standard Terms and all other terms and conditions of the Agreement shall supersede any conflicting, contrary, or additional terms and conditions contained in a Purchase Order.

## Scope of Services

### Academic Audit

A highly-qualified team will review provide an on-site evaluation of **Beverly Hills Unified School District**, to culminate in a written report, addressing the following issues:

- Assessment Data Analysis: An in-depth analysis of test reports and the Adequate Yearly Progress report provided by the State Department of Education
- Classroom Instruction Analysis: Observations of and interviews with teachers to determine teachers' knowledge of assessment-curriculum alignment and the extent to which the state assessment standards are effectively utilized to design classroom instruction
- Infrastructure Program Analysis: A review of instructional time, climate, personnel in support of learning, and supplemental instructional services provided to students, including special education programming
- Leadership Analysis: An in-depth examination of four research-based essential practices that reflect the characteristics of an effective principal
- Questionnaires and Interviews with the following: administrators, principals, teachers, students, and parents.
- Deliverable: written report detailing the results of the analysis including recommendations of a course of action to improve academic performance

**Stage 1: Pre-Audit Work**

- A meeting will be arranged between Generation Ready Leadership Team and the District Leadership team to lock in the timeline and prepare the online surveys and focus groups approx. three weeks before the audit begins.
- A meeting will be held with the school principals to outline the purpose and structure of the audit at least two weeks prior to the audit. A notification of the audit requirements will be given to the principals at this meeting in advance of the school site visit.
- The consultant(s) will then contact the school to discuss the details relative to the Audit at the school.

**Stage 2: School Site Visits**

- During the school visit, the consultant's role is to collect first-hand evidence including documentation, notes, analysis, concrete examples of evidence, and the main findings.
- At the school level, the audit will be centered on Instructional and Organizational Coherence of the school and focus the school culture.
- The site visit will last 1.5-2 days, depending on the size of the school, with two consultants present.

**Stage 3: The Academic Audit Report**

- Approximately 1 week following the visit, the consultant will produce a full written report, which will include Areas of Celebration, an Area of Focus, and additional findings.

**Stage 4: Report Presentation**

- Approximately 2 weeks post audits, the consultants will present the report to the district and school principal.

**Pricing Breakdown**

Complete District Audit = \$74,000

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the District and Generation Ready as of the date first set forth above.

**Generation Ready, Inc.**

**Beverly Hills Unified School District**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_