

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
AND  
LEADERSHIP ADVISORY GROUP**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 15<sup>th</sup> day of January 2019, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and **LEADERSHIP ADVISORY GROUP** ("Leadership Advisory Group LLC") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

2.1 **Consultant.** Leadership Advisory Group LLC is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of District.

2.2 **Project.** District desires to engage Leadership Advisory Group LLC to render its services for **Organizational Change Management (OCM)** (the "**Project**").

**3. Terms.**

**3.1 Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Leadership Advisory Group LLC promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall commence as of the Agreement Date above and shall remain in force through project completion, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

### 3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. District retains Leadership Advisory Group LLC on an independent contractor basis and Leadership Advisory Group LLC is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Leadership Advisory Group LLC shall at all times be under Leadership Advisory Group LLC's exclusive direction and control. Leadership Advisory Group LLC shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Leadership Advisory Group LLC shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the District shall provide Leadership Advisory Group LLC with a copy of the prevailing rates of per diem wages. Leadership Advisory Group LLC shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Leadership Advisory Group LLC will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Leadership Advisory Group LLC is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(c) Reports. Leadership Advisory Group LLC shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(d) Work Authorization. Leadership Advisory Group LLC shall obtain from District a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Leadership Advisory Group LLC's duties outlined herein.

(e) Coordination of Services. Leadership Advisory Group LLC agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Leadership Advisory Group LLC shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Leadership Advisory Group LLC represents and maintains that it is skilled in the professional calling necessary to perform the Services. Leadership Advisory Group LLC warrants that all of Leadership Advisory Group LLC's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Leadership Advisory Group LLC further represents that it, its employees and subcontractors or subconsultants have all

licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Leadership Advisory Group LLC's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Leadership Advisory Group LLC's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Leadership Advisory Group LLC and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Leadership Advisory Group LLC shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Leadership Advisory Group LLC shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Leadership Advisory Group LLC shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. Leadership Advisory Group LLC shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Leadership Advisory Group LLC shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Leadership Advisory Group LLC shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Leadership Advisory Group LLC, its agents, representatives, employees or subcontractors. Leadership Advisory Group LLC shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Leadership Advisory Group LLC's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Leadership Advisory Group LLC shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability

Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Leadership Advisory Group LLC shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Leadership Advisory Group LLC, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Leadership Advisory Group LLC's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Leadership Advisory Group LLC's insurance and shall not be called upon to contribute with it in any way. If Leadership Advisory Group LLC works directly with or near children, the General Liability Policy shall include or be endorsed to include abuse and molestation coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Leadership Advisory Group LLC or for which the Leadership Advisory Group LLC is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Leadership Advisory Group LLC's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Leadership Advisory Group LLC's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Leadership Advisory Group LLC.

d. Professional Liability. Leadership Advisory Group LLC and its sub-consultants and subcontractors shall procure and maintain, for a period of five

(5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Leadership Advisory Group LLC shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Leadership Advisory Group LLC shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Leadership Advisory Group LLC shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Leadership Advisory Group LLC shall provide adequate staff and resources to facilitate all contractor's activity. Should Leadership Advisory Group LLC fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Leadership Advisory Group LLC for all third party fees.

### 3.4 Fees and Payments.

#### (a) Compensation.

(i) Beverly Hills Unified School District shall be responsible for all Service Fees as identified in the applicable Statement of Work (**Exhibit "B"**) (and Change Orders, as applicable) as those Services are provided.

(ii) Leadership Advisory Group, LLC will invoice Beverly Hills Unified School District monthly as listed in the fee section of this document (**Exhibit "B"**) Beverly Hills Unified School District agrees to remit full payment to Accounts Payable promptly upon the receipt of the invoice. Beverly Hills Unified School District agrees to pay full amount of invoice within 30 days of invoice. Payment made beyond 30 days will result in a 1.3% additional surcharge.

(iii) Leadership Advisory Group LLC shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference for a total project fee of **Two Hundred Fifty Thousand Dollars (\$250,000)**. Fees do not include travel or hotel expenses which will be billed at cost with receipts included. Fees include onsite facilitation, material design and preparation for all sessions. Fees are billed monthly for consulting days. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. All expenses will be billed and paid with receipts attached.

(c) Payment of Compensation. Leadership Advisory Group LLC shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Leadership Advisory Group LLC.

(d) Extra Work. At any time during the term of this Agreement, District may request that Leadership Advisory Group LLC perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Leadership Advisory Group LLC shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 **Maintenance of Accounting Records.** Leadership Advisory Group LLC shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Leadership Advisory Group LLC shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Leadership Advisory Group LLC shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Leadership Advisory Group LLC or the acts or omissions of Leadership Advisory Group LLC, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Leadership Advisory Group LLC as a direct result of the suspension and resumption of Services under this Agreement. Leadership Advisory Group LLC may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Termination for Convenience. The District may terminate this agreement for its convenience at any time provided forty-five (45) days written notice is given to the Leadership Advisory Group LLC. In such case, the Leadership Advisory Group LLC shall be entitled to receive as full compensation for all services performed hereunder prior to the date of termination, including the forty-five (45) day window upon the conclusion of the contract. Payment of such compensation is the sole and exclusive remedy of the Leadership Advisory Group LLC for termination of this agreement by the District hereunder and the Leadership Advisory Group LLC shall not be entitled to and hereby waives claims for lost profits and all other damages and expenses that were not pre-approved and incurred during the forty-five (45) day window. Leadership advisory group may also terminate this agreement for its convenience at any time provided forty-five (45) days written notice is given to the District.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Leadership Advisory Group LLC to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Leadership Advisory Group LLC in connection with the performance of Services under this Agreement. Leadership Advisory Group LLC shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**  
**Leadership Advisory Group**  
**1 Lark Drive**  
**Las Flores, CA 92688**  
**Attn: Irene Ortiz-Glass**

**DISTRICT:**

Beverly Hills Unified School District  
255 South Lasky Drive  
Beverly Hills, CA 90212  
Attn: Dr. Michael Bregy

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Leadership Advisory Group LLC pursuant to this Agreement, shall be the sole property of the District, except that Leadership Advisory Group LLC shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Leadership Advisory Group LLC shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Leadership Advisory Group LLC shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of



Leadership Advisory Group LLC, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Leadership Advisory Group LLC's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Leadership Advisory Group LLC shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Leadership Advisory Group LLC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Leadership Advisory Group LLC's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Leadership Advisory Group LLC. Leadership Advisory Group LLC agrees to waive all rights of subrogation against the District.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project. However, Leadership Advisory Group LLC shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Leadership Advisory Group LLC without the prior written consent of District.

(m) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and Leadership Advisory Group LLC. In order to take effect, amendments shall be approved or ratified by the District Board of Education. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. Leadership Advisory Group LLC shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Leadership Advisory Group LLC may be involved with on behalf of the District, or (2) any activity that Leadership Advisory Group LLC may be involved with on behalf of any other firm or agency. In addition, Leadership Advisory Group LLC shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Leadership Advisory Group LLC shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Leadership Advisory Group LLC represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Leadership Advisory Group LLC shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Leadership Advisory Group LLC must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Leadership Advisory Group LLC hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Leadership Advisory Group LLC shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Leadership Advisory Group LLC must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Leadership Advisory Group LLC's employees, or those of any other consultants, coming into contact with the District's pupils. Leadership Advisory Group LLC further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) TB Testing. Leadership Advisory Group LLC shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of

the Leadership Advisory Group LLC employees, or those of any other consultants, coming into contact with the District's pupils. Leadership Advisory Group LLC shall keep a copy of said information in the employee files.

(t) Confidentiality. Leadership Advisory Group LLC hereby acknowledges that certain records and information maintained by the District, or by Leadership Advisory Group LLC on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Leadership Advisory Group LLC by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Leadership Advisory Group LLC. Leadership Advisory Group LLC agrees that information acquired by Leadership Advisory Group LLC during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

(u) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

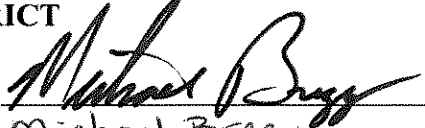
(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT**

By:   
Name: Michael Bregy  
Title: Superintendent

01.0-00000.0-00000-71000-5050 Attest:  
Funding Source (Name/SACS Code) 00000006

By: \_\_\_\_\_  
Name: Angeli Villaflor  
Title: Director Fiscal Services


By: \_\_\_\_\_  
Name: La Tanya Kirk-Carter  
Title: Assistant Superintendent Business Services

By: \_\_\_\_\_  
Name: Noah Margo  
Title: President, Board of Education

Attest:

By: \_\_\_\_\_  
Name: Dr. Michael Bregy  
Title: Superintendent of Schools

**LEADERSHIP ADVISORY GROUP**

By:   
Name: Paul Ortiz-Bloss  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. Number

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

1. Leadership Advisory Group, LLC will provide Beverly Hills Unified School District with OCM (Organizational Change Management) services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must refer to this agreement.
2. Statements of Work will be written documents setting forth at a minimum:
  - a. A complete, sufficiently-detailed description of the types of Services to be rendered.
  - b. The applicable billing rates for the Services to be rendered (Services Fees); and
  - c. Any additional terms and conditions to which the parties agree.
3. The parties contemplate that it may be desirable to make changes to the Statement of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement (s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered and executed by Irene Ortiz-Glass, CEO, Leadership Advisory Group, LLC and Beverly Hills Unified School District.

**Obligations**

1. Leadership Advisory Group, LLC will provide support services to Beverly Hills Unified School District as both the company and Beverly Hills Unified School District subsequently agree.

**Current Situation**

BHUSD Board of Education recently voted to move from a K-8 school configuration to a new TK-5 and one consolidated Middle School configuration beginning August 2019. The district currently has 3900 students enrolled across 5 active sties (4 K-8 school and 1 high school), with 1 TK-8 school scheduled to close this June for a 2-year construction period. Although there is overall optimism for robust educational improvements to be delivered under the new model, the abrupt and disruptive change to the traditional (almost a century old) model has ignited widespread community concerns and skepticism on successful implementation. While the community is not convinced that leadership has been transparent and inclusive during the process, there is tremendous interest to support a smooth transition across all areas. With an engaged and

committed community, BHUSD has an unprecedented historical opportunity to re-envision, redesign and rebrand public education in Beverly Hills.

### **Project Objectives**

The following are the project objectives as defined by Beverly Hills Unified School District:

- To assist the district in transforming its culture and power structure to ensure it can truly become a unified district.
- To design a cohesive strategic plan that covers all aspects of implementation (from facilities to curriculum development, to HR, finances and community) that details specific goals, tactics, deliverables, timelines roles and responsibilities as well as guiding principles and success measures.
- To create opportunities for stakeholders to participate in the design and implementation of the reconfiguration. This includes members from admin, teachers/staff, parents and students.
- To communicate regular updates on progress providing all stakeholders with timely and accurate information to positively influence community support, morale and resistance to change.
- To ensure that stakeholders feel prepared, equipped and supported through training and informational exchange.
- To help stakeholders to embrace the new vision and direction.

### **Phases of Work and Deliverables**

#### **Phase One: Survey for Stakeholders**

##### Objectives:

**To gain insight into stakeholder needs and priorities regarding the transformation.**

##### Deliverables:

- Design and deliver survey to be sent to key stakeholders by December 21<sup>st</sup> (contingent upon contract signature)
- Aggregate                      and                      report                      back                      findings

## **Phase Two: Kick-Off Session/Vision & Strategy and Branding**

### Objectives

- **In this two day session we will define roles and decision making authority for steering committee leaders, create vision, mission, values and guiding principles for the district and finalize overall marketing brand for the project.**

### Deliverables:

- Assessment of each steering committee member
- Analyze results and create content for two day offsite
- Deliver assessment feedback in first session, review and discuss team behaviors agreed team norms and finalize decision making agreements
- RACI for steering committee, Board and key stakeholders
- Finalize and send over final vision, mission and values for approval
- Finalize brand graphic (to be created by BHUSD)

## **Phase Three: Stakeholder Engagement and Operations Plan**

### Objectives:

- **To conduct a two day offsite that is dedicated to defining the key stakeholders and discussing potential readiness and risk. To create an operations plan that includes project goals, success metrics, milestones and timelines. Prepare and discuss questions for stakeholder interviews. Review and define key processes, people, structure and action items related to the project.**

### Deliverables:

- Stakeholder Mapp with risk assessment
- RACI charts
- Goal and Milestone Map
- Process

Map

## **Phase Four: Change Readiness**

### Objectives:

- **To conduct interviews with key stakeholders to determine levels of readiness and any associated risk. To identify nuances as it relates to needs of each stakeholder to ensure proper communication and overall management during the transformation. Helps to prepare leaders and agents of change to determine approach and risks associated with different stakeholders.**

Deliverables:

- Change readiness map with risk analysis and readiness comments

**Phase Four: Communication Plan**

Objectives:

- **To align the overall mission, vision, goals and brand to communication messages that are relevant to particular audiences. Identification of timing of these messages and owners.**

Deliverables:

- Communication plan chart with channels, audiences, timing and owners
- Communication training for leaders regarding talking points and how to best present communication to stakeholders

**Phase Five: Change Management Training**

Objectives:

- **To prepare and train leaders and change agents to carry the transformation forward by providing a key understanding of the phases of change and the role of a change agent. To ensure consistency in messaging and how to manage those who might be struggling or resistant to the change.**

Deliverables:

- Design change management training content and materials for facilitation
- Delivery onsite for change training for steering committee
- Create train the trainer content for change agents
- Delivery session for change agents and train the trainer

**Executive**

**Coaching**

Leadership Advisory Group LLC will provide coaching for key leaders to ensure support for the transformation. Up to 8 total hours of coaching will be provided by phone or in person.

**Fees include oversight of entire project by Irene Ortiz-Glass, Founder & CEO of Leadership Advisory Group LLC.**



**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

**Fees and Billing Schedule**

**Total Project Fee: \$250,000**

- **Fees Do Not Include Travel or Hotel Expenses which will be billed at cost with receipts included. Fees include onsite facilitation, material design and preparation for all sessions.**
- **Fees are billed monthly for consulting days.**
- **All materials are printed by BHUSD. Should printing be required to be done by Leadership Advisory Group LLC we will bill BHUSD directly with receipts for costs.**
- **Beverly Hills Unified School District shall be responsible for all Service Fees as identified in the applicable Statement of Work (and Change Orders, as applicable) as those Services are provided.**
- **Leadership Advisory Group, LLC will invoice Beverly Hills Unified School District monthly as listed in the fee section of this document. Beverly Hills Unified School District agrees to remit full payment to Accounts Payable promptly upon the receipt of the invoice. Payment made beyond 30 days will be result in a 1.3% additional surcharge. All expenses will be billed and paid with receipts attached.**

**EXHIBIT "C"**  
**AMENDMENTS TO AGREEMENT**

**TO BE USED ONLY IN CONSULTATION WITH AND WITH PRIOR APPROVAL OF  
HUMAN RESOURCES**

The Parties to the "Agreement for Professional Services between Beverly Hills Unified School District and Leadership Advisory Group," dated January 15, 2018, do hereby agree to the following Amendments:

Section 3.6 (r) – Fingerprinting Requirements

For this limited contract, the District agrees to waive Section 3.6 (r) of the Agreement pertaining to Fingerprinting Requirements.

Section 3.6 (s) – TB Testing

For this limited contract, the District agrees to waive Section 3.6 (s) of the Agreement pertaining to TB Testing.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment by their authorized officers as of the day and year first written above.

**BEVERLY HILLS UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Name: Angeli Villaflor  
Title: Director Fiscal Services

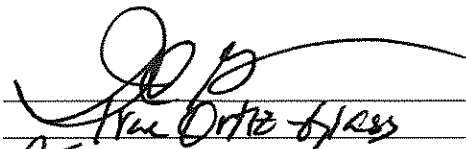
By: \_\_\_\_\_  
Name: La Tanya Kirk-Carter  
Title: Assistant Superintendent Business  
Services

By: \_\_\_\_\_  
Name: Noah Margo  
Title: President, Board of Education

Attest:

By: \_\_\_\_\_  
Name: Dr. Michael Bregy  
Title: Superintendent of Schools  
Secretary, Board of Education

**LEADERSHIP ADVISORY GROUP**

By:   
Name: \_\_\_\_\_  
Title: CEO

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. Number


BEVERLY HILLS UNIFIED SCHOOL DISTRICT


CONFLICT OF INTEREST STATEMENT


Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the Beverly Hills Unified School District conflicts with the personal or financial interests of one of its consultants, or that person's immediate family member or employer.

Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Consultants and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District's mission. Consultants for the District are prohibited from using their job title or position for private profit or benefit.

In doing business with the District, I agree to follow the District's Conflict of Interest Bylaw. By initialing each point below, I affirm:

 To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed or being educated by the District or has any financial interest in the District.

 I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.

 I have no conflict of interest to report.

I hereby disclose the following conflict(s) of interest:

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By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I have received a copy of Beverly Hills Unified School District's Conflict of Interest Bylaw, have read and understand the Bylaw and I agree to comply with it. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.

Signature

Printed Name



Ivale Ortiz - Glass

Company Name

Date

Leadership Advisory Group LLC

12/21/18