Agreement between
ROOSEVELT ELEMENTARY SCHOOL (San Leandro USD)
and **PERFORMANCE FACT, INC.**
regarding DEVELOPMENT & IMPLEMENTATION of Eye on the Goal

BACKGROUND

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to Roosevelt Elementary School (San Leandro USD) (Client). It has been prepared in order to align Performance Fact and Roosevelt Elementary School on common purpose and to ensure outcomes that are for the good of all parties.

1. PARTIES

This Agreement is made on May 17th, 2012, between Roosevelt Elementary School and Performance Fact, Inc. The project manager for Roosevelt Elementary School is Victoria Forrester, Principal. The project manager for Performance Fact, Inc. is Mr. Mutiu Fagbayi, President/CEO. This agreement covers the period from May 2012 to June 2013. It is generally understood that additional individuals designated by Roosevelt Elementary School and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

Exhibit A outlines the scope of professional services, including timeline and deliverable.

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **$14,900** for services rendered during 2012-2013 school year only according to the outline in *Exhibit A – Scope of Professional Services for Roosevelt Elementary's Instructional Focus.*

The amount will cover fees for professional services and expenses, including, but not limited to: travel, lodging, meals, consultation/facilitation, development and compilation of the documents, and reviews with stakeholders and policymakers. Costs associated with participation by non-Performance Fact personnel/stakeholders, meeting expenses, AV/technology expenses, etc. are not included in the total, and are the responsibility of the Client.

At any point during the term of this Agreement, the Client or Performance Fact may elect to renegotiate the terms of any portions not yet completed, to accommodate unanticipated changes/needs/contingencies expressed by either party.

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 securing meeting location, room set-up and clean-up, A/V equipment, refreshments, etc.

6. PAYMENT SCHEDULE

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

May 2012	$14,900

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 propriety 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:

Mutiu O. Fagbayi
Name

Performance Fact Authorized Representative

President/CEO
Title

05-17-12
Date

Please direct all inquiries to:

Performance Fact, Inc.
Attention: Mutiu Fagbayi
333 Hegenberger Road, Ste 204
Oakland, CA 94621
Office (510) 568-7944
Fax (510) 568-7991
mutiuf@performancefact.com

Victoria Forrester
Name (Please Print)

Client's Authorized Representative

Principal, Roosevelt
Title

Date

Telephone Number

Fax Number

Email Address

Cindy M. Cathey
Superintendent of Schools

Date

PERFORMANCE *fact*, INC.
Building leadership for courageous and accountable action in public education

Summary of Professional Services
ROOSEVELT ELEMENTARY SCHOOL
San Leandro Unified School District
San Leandro, California

EYE ON THE GOAL™
Accelerating Student Learning
through Continuous Improvement of Professional Practices

Submitted by:
Performance Fact, Inc.
Mutiu O. Fagbayi, President/CEO

17 April 2012

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Fees & Expenses
EYE ON THE GOAL™
Roosevelt Elementary School (San Leandro USD)
2012-2013 school-year

	Professional Services[#]	Level 1 "BASIC"
	Core Participants: • Principal • Leadership Team (approx. 5-7 people) • All Teachers (20+ people) **PLEASE ATTACHMENTS FOR PROPOSED SCOPE OF PROFESSIONAL SERVICES**	
	Annual Fees for Professional Services	$17,200
	(Less Professional Discount)	($2,300)
	Annual Estimated Expenses	No Charge
	Total Professional Fees & Expenses	**$14,900**

[#] Professional fees include all standard materials provided by Performance Fact as part of this professional development program. It also includes **up to 8 log-in ID's** for one-year access to the EYE ON THE GOAL™ web-based tools and supporting materials; renewable annually. Additional log-in ID's are available (e.g., for each teacher) for a nominal charge.

Extra: Gathering & Analyzing Classroom Walkthrough data to improve instructional effectiveness
Through an arrangement with Media-X, interested schools and districts may subscribe to an easy-to-use classroom walk-through tool. Users can gather, store and retrieve their walk-through information via the Internet almost instantaneously! The Media-X system also allows users to customize the walk-through tool with the schools' or district's Instructional Focus and Vital Signs of student learning and professional practices. The costs for that service are not included in the professional fees quoted above.

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