Our Reference #: CA-McKinley ES-EOTG-2011-2012

Agreement between
MCKINLEY ELEMENTARY SCHOOL (San Leandro USD)
and **PERFORMANCE FACT, INC.**
regarding **DEVELOPMENT OF YEAR 4 "PI" PLAN**

BACKGROUND

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

1. PARTIES

This Agreement is made on January 25, 2012, between McKInley Elementary School and Performance Fact, Inc. The project manager for McKInley Elementary School is Cher Situm, Principal. The project manager for Performance Fact, Inc. is Mutiu Fagbayi, President/CEO. This Agreement covers the period from February 2012 to June 2012. It is generally understood that additional individuals designated by McKInley Elementary School and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

Performance Fact's primary role is in facilitating McKInley Elementary leadership, staff, stakeholders and district personnel regarding the development of the Restructuring/Alternative Governance Plan, as required by the California Department of Education.

The sessions will include:

- analysis of data on student learning and professional practices;
- determination of the 'root cause" of current state of student learning and professional practices;
- identification of high leverage practices;
- compilation of the Restructuring Plan and Instructional Focus.

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **$14,100** for services rendered. 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. Expenses associated with participation of non-Performance Fact 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:

March 1, 2012	$7,100
May 1, 2012	$7,000

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 Name (Please Print)

_____ _____

Performance Fact Authorized Representative Client's Authorized Representative

President/CEO

_____ _____

Title Title

_____ _____

Date Date

Please direct all inquiries to:

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

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Telephone Number

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Fax Number

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Email Address