

# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
<b>010853-PERFORMANCE FACT, INC.</b>												
11/23/2019	Issue	FP20-02703			013518		F	.	EL20-2110-400-05	42,550.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	EL20-2110-400-05	0.00	28,012.56	28,012.56
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	EL20-2110-400-05	0.00	9,337.46	9,337.46
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	EL20-2110-400-05	0.00	5,199.96	5,199.96
06/30/2020	Change	FP20-02703			023856		F	.	EL20-2110-400-05	0.00	0.02	0.00
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-01	660.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-01	0.00	660.00	660.00
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-02	660.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-02	0.00	660.00	660.00
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-03	660.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-03	0.00	560.25	560.25
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-03	0.00	99.75	99.75
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-05	1,650.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-05	0.00	550.91	550.91
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-05	0.00	600.70	600.70
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-05	0.00	498.39	498.39
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-10	1,650.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-10	0.00	616.28	616.28
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-10	0.00	205.43	205.43
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-10	0.00	828.29	828.29
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-11	1,650.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-11	0.00	569.59	569.59
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-11	0.00	669.20	669.20
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-11	0.00	411.21	411.21
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-12	660.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-12	0.00	553.80	553.80
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-12	0.00	106.20	106.20
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-13	660.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-13	0.00	660.00	660.00
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-14	1,320.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-14	0.00	373.50	373.50
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-14	0.00	357.94	357.94
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-14	0.00	588.56	588.56

# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-16	1,650.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-16	0.00	578.93	578.93
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-16	0.00	419.67	419.67
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-16	0.00	651.40	651.40
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-19	660.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-19	0.00	616.28	616.28
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-19	0.00	43.71	43.71
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-19	0.00	0.01	0.01
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-20	1,320.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-20	0.00	513.56	513.56
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-20	0.00	258.19	258.19
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-20	0.00	548.25	548.25
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-21	1,650.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-21	0.00	1,282.20	1,282.20
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-21	0.00	183.64	183.64
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-21	0.00	184.16	184.16
11/23/2019	Issue	FP20-02703			013518		F	.	IM20-2110-400-24	1,650.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	IM20-2110-400-24	0.00	1,142.10	1,142.10
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	IM20-2110-400-24	0.00	168.08	168.08
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	IM20-2110-400-24	0.00	339.82	339.82
07/13/2018	Payment	FP18-02305	Various	050823	000295		F	600.99	LE18-2110-400-PS	0.00	21,520.35	21,520.35
10/05/2017	Issue	FP18-02305			010481		F	.	LE18-2110-400-PS	59,500.00	0.00	0.00
12/15/2017	Payment	FP18-02305	1288	049927	007606		F	522.00	LE18-2110-400-PS	0.00	22,167.39	22,167.39
01/29/2018	Change	FP18-02305			017668		F	.	LE18-2110-400-PS	27,920.00	0.00	0.00
02/02/2018	Payment	FP18-02305	1294	050096	010381		F	522.00	LE18-2110-400-PS	0.00	21,853.26	21,853.26
04/27/2018	Payment	FP18-02305	1301	050404	016218		F	522.00	LE18-2110-400-PS	0.00	21,879.00	21,879.00
06/30/2018	Close/Cancel	FP18-02305			029350		F	.	LE18-2110-400-PS	0.00	21,520.35	0.00
06/30/2018	Payable	FP18-02305			029350		F	.	LE18-2110-400-PS	0.00	0.00	21,520.35
05/02/2019	Change	FP19-03221			021068		F	.	LE19-2110-400-PS	30,290.00	0.00	0.00
06/21/2019	Payment	FP19-03221	1362	052236	018115		F	522.00	LE19-2110-400-PS	0.00	30,290.00	15,081.27
03/08/2017	Issue	FP17-03773			012813		F	.	T117-2110-400-FP	17,300.00	0.00	0.00
03/24/2017	Payment	FP17-03773	1235	048875	011479		F	522.00	T117-2110-400-FP	0.00	17,300.00	17,300.00
02/13/2017	Issue	FP17-03607			012097		F	.	T117-2110-400-PD	17,300.00	0.00	0.00
02/17/2017	Payment	FP17-03607	1234	048732	010688		F	522.00	T117-2110-400-PD	0.00	17,300.00	17,300.00

# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
04/05/2017	Issue	FP17-03978			013472		F	.	T117-2110-400-PD	101,900.00	0.00	0.00
04/07/2017	Payment	FP17-03978	1236	048952	013269		F	522.00	T117-2110-400-PD	0.00	17,300.00	17,300.00
09/29/2017	Payment	FP17-03978	1270	049596	003584		F	522.00	T117-2110-400-PD	0.00	80,615.00	21,775.00
09/29/2017	Payment	FP17-03978	1271	049596	003584		F	522.00	T117-2110-400-PD	0.00	3,985.00	3,985.00
07/13/2018	Payment	FP18-02305	Various	050823	000295		F	600.99	T118-2110-400-PD	0.00	4,325.93	4,325.93
10/05/2017	Issue	FP18-02305			010481		F	.	T118-2110-400-PD	34,000.00	0.00	0.00
12/15/2017	Payment	FP18-02305	1288	049927	007606		F	522.00	T118-2110-400-PD	0.00	12,667.08	12,667.08
02/02/2018	Payment	FP18-02305	1294	050096	010381		F	522.00	T118-2110-400-PD	0.00	8,498.49	8,498.49
04/27/2018	Payment	FP18-02305	1301	050404	016218		F	522.00	T118-2110-400-PD	0.00	8,508.50	8,508.50
06/30/2018	Close/Cancel	FP18-02305			029350		F	.	T118-2110-400-PD	0.00	4,325.93	0.00
06/30/2018	Payable	FP18-02305			029350		F	.	T118-2110-400-PD	0.00	0.00	4,325.93
01/25/2019	Issue	FP19-03221			016027		F	.	T119-2110-400-PD	33,800.00	0.00	0.00
02/08/2019	Payment	FP19-03221	Various	051631	011362		F	522.00	T119-2110-400-PD	0.00	30,691.35	30,691.35
03/15/2019	Payment	FP19-03221	1347	051732	012618		F	522.00	T119-2110-400-PD	0.00	3,108.65	13,995.77
07/13/2018	Payment	FP18-02305	Various	050823	000295		F	600.99	TA18-2110-400-PS	0.00	13,947.23	13,947.23
01/29/2018	Change	FP18-02305			017668		F	.	TA18-2110-400-PS	27,930.00	0.00	0.00
02/02/2018	Payment	FP18-02305	1294	050096	010381		F	522.00	TA18-2110-400-PS	0.00	6,987.27	6,987.27
04/27/2018	Payment	FP18-02305	1301	050404	016218		F	522.00	TA18-2110-400-PS	0.00	6,995.50	6,995.50
06/30/2018	Close/Cancel	FP18-02305			029350		F	.	TA18-2110-400-PS	0.00	13,947.23	0.00
06/30/2018	Payable	FP18-02305			029350		F	.	TA18-2110-400-PS	0.00	0.00	13,947.23
03/13/2019	Change	FP19-03221			018639		F	.	TA19-2110-400-PS	9,000.00	0.00	0.00
03/15/2019	Payment	FP19-03221	1347	051732	012618		F	522.00	TA19-2110-400-PS	0.00	3,727.11	3,727.11
03/25/2019	Change	FP19-03221			019192		F	.	TA19-2110-400-PS	46,000.00	0.00	0.00
06/21/2019	Payment	FP19-03221	1362	052236	018115		F	522.00	TA19-2110-400-PS	0.00	51,272.89	27,368.73
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-01	11,541.29	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-01	0.00	7,787.48	7,787.48
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-01	0.00	2,502.45	2,502.45
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-01	13,912.01	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-01	0.00	2,931.24	2,931.24
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-01	0.00	4,077.37	4,077.37
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-01	0.00	4,077.38	4,077.38
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-01	0.00	4,077.38	4,326.34
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-02	13,263.87	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-02	0.00	8,347.73	8,347.73

# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-02	0.00	2,875.95	2,875.95
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-02	15,988.43	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-02	0.00	3,368.74	3,368.74
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-02	0.00	4,886.63	4,886.63
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-02	0.00	4,886.63	4,886.63
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-02	0.00	4,637.63	4,637.63
06/30/2020	Change	FP20-02703			023856		F	.	TA20-2110-400-02	0.00	248.99	0.00
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-03	5,167.74	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-03	0.00	3,361.50	3,361.50
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-03	0.00	1,120.50	1,120.50
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-03	6,229.26	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-03	0.00	1,312.50	1,312.50
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-03	0.00	1,867.50	1,867.50
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-03	0.00	1,867.50	1,867.50
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-03	0.00	1,867.50	1,867.50
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-05	5,081.61	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-05	0.00	3,305.48	3,305.48
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-05	0.00	1,101.83	1,101.83
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-05	6,125.44	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-05	0.00	1,290.62	1,290.62
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-05	0.00	1,836.37	1,836.37
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-05	0.00	1,836.37	1,836.37
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-05	0.00	1,836.38	1,836.38
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-10	5,684.51	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-10	0.00	3,697.65	3,697.65
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-10	0.00	1,232.55	1,232.55
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-10	6,852.19	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-10	0.00	1,443.75	1,443.75
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-10	0.00	2,054.25	2,054.25
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-10	0.00	2,054.25	2,054.25
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-10	0.00	2,054.25	2,054.25
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-11	5,253.87	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-11	0.00	3,417.53	3,417.53
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-11	0.00	1,139.18	1,139.18



# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-11	6,333.08	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-11	0.00	1,334.37	1,334.37
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-11	0.00	1,898.62	1,898.62
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-11	0.00	1,898.62	1,898.62
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-11	0.00	1,898.63	1,898.63
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-12	4,737.10	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-12	0.00	3,081.38	3,081.38
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-12	0.00	1,027.13	1,027.13
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-12	5,710.16	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-12	0.00	1,203.12	1,203.12
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-12	0.00	1,711.88	1,711.88
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-12	0.00	1,711.88	1,711.88
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-12	0.00	1,711.87	1,711.88
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-13	6,459.68	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-13	0.00	4,201.88	4,201.88
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-13	0.00	1,400.63	1,400.63
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-13	7,786.58	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-13	0.00	1,640.62	1,640.62
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-13	0.00	2,334.38	2,334.38
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-13	0.00	2,334.38	2,334.38
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-13	0.00	2,334.37	2,334.38
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-14	3,445.16	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-14	0.00	2,241.00	2,241.00
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-14	0.00	747.00	747.00
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-14	4,152.84	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-14	0.00	875.00	875.00
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-14	0.00	1,245.00	1,245.00
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-14	0.00	1,245.00	1,245.00
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-14	0.00	1,245.00	1,245.00
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-16	5,340.00	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-16	0.00	3,473.55	3,473.55
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-16	0.00	1,157.85	1,157.85
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-16	6,436.90	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-16	0.00	1,356.25	1,356.25

# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-16	0.00	1,929.75	1,929.75
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-16	0.00	1,929.75	1,929.75
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-16	0.00	1,929.75	1,929.75
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-19	5,684.51	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-19	0.00	3,697.65	3,697.65
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-19	0.00	1,232.55	1,232.55
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-19	6,852.19	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-19	0.00	1,443.75	1,443.75
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-19	0.00	2,054.25	2,054.25
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-19	0.00	2,054.25	2,054.25
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-19	0.00	2,054.25	2,054.25
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-20	4,737.10	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-20	0.00	3,081.38	3,081.38
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-20	0.00	1,027.13	1,027.13
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-20	5,710.16	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-20	0.00	1,203.12	1,203.12
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-20	0.00	1,711.88	1,711.88
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-20	0.00	1,711.88	1,711.88
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-20	0.00	1,711.87	1,711.88
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-21	5,081.61	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-21	0.00	3,305.48	3,305.48
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-21	0.00	1,101.83	1,101.83
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-21	6,125.44	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-21	0.00	1,290.62	1,290.62
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-21	0.00	1,836.37	1,836.37
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-21	0.00	1,836.37	1,836.37
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-21	0.00	1,836.38	1,836.38
11/23/2019	Issue	FP20-02703			013518		F	.	TA20-2110-400-24	4,650.97	0.00	0.00
12/13/2019	Payment	FP20-02703	Various	052897	007195		F	522.00	TA20-2110-400-24	0.00	3,025.35	3,025.35
01/17/2020	Payment	FP20-02703	1403	052983	010407		F	522.00	TA20-2110-400-24	0.00	1,008.45	1,008.45
02/10/2020	Change	FP20-02703			017877		F	.	TA20-2110-400-24	5,606.33	0.00	0.00
02/14/2020	Payment	FP20-02703	1404	053120	011573		F	522.00	TA20-2110-400-24	0.00	1,181.25	1,181.25
04/23/2020	Payment	FP20-02703	1405	053278	014192		F	522.00	TA20-2110-400-24	0.00	1,680.75	1,680.75
05/21/2020	Payment	FP20-02703	1407	053363	014898		F	522.00	TA20-2110-400-24	0.00	1,680.74	1,680.74

# East Ramapo Central School District

## Vendor Transaction Report

Fiscal Year: 2022

Date		PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	Expense/ Non-PO G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
06/18/2020	Payment	FP20-02703	1406	053442	015509		F	522.00	TA20-2110-400-24	0.00	1,680.75	1,680.75
06/30/2020	Close/Cancel	FP20-02703			023857		F	.	TA20-2110-400-24	0.00	0.01	0.00
01/06/2017	Payment	FP17-02097	1211	048582	009132		F	522.00	TH17-2110-400-00	0.00	17,300.00	17,300.00
01/06/2017	Payment	FP17-02097	1232	048582	009132		F	522.00	TH17-2110-400-00	0.00	17,300.00	17,300.00
01/20/2017	Payment	FP17-02097	1233	048637	009471		F	522.00	TH17-2110-400-00	0.00	17,300.00	17,300.00
01/23/2017	Close/Cancel	FP17-02097			011518		F	.	TH17-2110-400-00	0.00	11,749.50	0.00
07/13/2018	Payment	FP18-02305	Various	050823	000295		F	600.99	TH18-2110-400-00	0.00	2,606.49	2,606.49
10/05/2017	Issue	FP18-02305			010481		F	.	TH18-2110-400-00	20,450.00	0.00	0.00
12/15/2017	Payment	FP18-02305	1288	049927	007606		F	522.00	TH18-2110-400-00	0.00	7,615.53	7,615.53
02/02/2018	Payment	FP18-02305	1294	050096	010381		F	522.00	TH18-2110-400-00	0.00	5,110.98	5,110.98
04/27/2018	Payment	FP18-02305	1301	050404	016218		F	522.00	TH18-2110-400-00	0.00	5,117.00	5,117.00
06/30/2018	Close/Cancel	FP18-02305			029350		F	.	TH18-2110-400-00	0.00	2,606.49	0.00
06/30/2018	Payable	FP18-02305			029350		F	.	TH18-2110-400-00	0.00	0.00	2,606.49
01/25/2019	Issue	FP19-03221			016027		F	.	TH18-2110-400-00	59,710.00	0.00	0.00
02/08/2019	Payment	FP19-03221	Various	051631	011362		F	522.00	TH18-2110-400-00	0.00	54,208.65	54,208.65
03/15/2019	Payment	FP19-03221	1347	051732	012618		F	522.00	TH18-2110-400-00	0.00	5,501.35	24,727.12
<b>Total for PERFORMANCE FACT, INC.</b>										<b>734,100.03</b>	<b>840,149.53</b>	<b>760,560.00</b>

### Selection Criteria

Output format:  
Criteria Name: Last Run  
Transaction types: All  
Vendor: 010853  
Purchase orders: None  
Dates: from 01/01/2017 to 06/30/2022  
Sort: Budget Code/PO/Date  
Printed by My Nguyen

**AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this 18<sup>th</sup> day of September, 2019 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District and Performance Fact were parties to an agreement and relationship from 2016-2019, through which Performance Fact provided professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District would like Performance Fact to continue the facilitation, professional development, and technical assistance services through its "Disciplined Implementation and Leadership for Results" process to help assist with the strategic plan for the District; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2019-20 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: In broad terms, the scope of work is organized under the following three categories:
  - **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;

- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2019-2020 are set forth in Attachment A, and are summarized as follows:

- i. **START OF THE SCHOOL YEAR**
  - a) Finalize comprehensive SCEP plan.
  - b) Design Vital Signs Scorecard, and compile baseline Scorecard.
  - c) Compile SCEP milestones into composite CPR Card.
  - d) Complete *Getting a Win* plan for the school year.
- ii. **EVERY TWO WEEKS** (Dates set in collaboration with District administrators).
  - a) Analyze data on instructional monitoring, feedback, and support for all teachers, and identify instructional focus for next two weeks (virtual meeting).
  - b) Analyze data on instructional monitoring, feedback, and support for focus teachers, and identify instructional focus for next two weeks (virtual meeting).
- iii. **EVERY MONTH** (Dates set in collaboration with District administrators.)
  - a) Assess implementation progress based on data from the Vital Signs Scorecard and CPR Card.
  - b) Conduct coaching/PD for principal/leadership team relative to PF themes for the year.
  - c) Conduct coaching/PD for PLCs (or teacher teams) relative to SCEP-identified PD themes for the year (when appropriate).
  - d) Define priorities for the month and update CPR Card.
- iv. **EVERY 6-12-WEEKS** (Dates set in collaboration with District administrators.)
  - a) (*At the start of each cycle*) Develop instructional plan for the cycle for the PLCs/Department teams and school-wide.

- b) *(At the end of each cycle)* Compile data for the cycle: 4-Lens student data, Vital Signs Scorecard, and CPR Card.
    - c) *(At the end of each quarter)* Prepare evidence-based progress report for the Superintendent's Quarterly Review process.
  - v. MID-YEAR/END-OF-YEAR: (Dates set in collaboration with District administrators.)
    - a) Compile comprehensive mid-year report (to meet NYS reporting requirements; around January).
    - b) Compile end-of-year Report highlighting accomplishments, challenges, and recommendations for the next school year.
  - vi. ONLINE EYE ON THE GOAL: Provide access to Online Eye on the Gal tools, including 4-Lens Analysis of Student Data, CPR Card, Vital Signs Scorecard, and Cycle of Inquiry tools and resources.
- 2. PAYMENT: For the services provided during the contractual period, payment shall be made in the amount not to exceed two hundred and forty-nine thousand dollars (\$249,000) in monthly installments of thirty-one thousand one hundred and twenty-five dollars (\$31,125). This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed above in parts i-vi (under WORK TO BE PERFORMED).
- 2. INDEPENDENT CONTRACTOR STATUS:
  - a. The Parties agree that Performance Fact shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.
  - b. Performance Fact acknowledges its status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Performance Fact is

an independent contractor, the District will not make deductions from payments to Performance Fact for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to Performance Fact. The District shall make no payments or report Performance Fact's work to any State retirement system for purposes of pension credit.

- c. The District shall not be responsible to pay Performance Fact as an Independent Contractor for any expenses paid or incurred by it unless agreed to in writing.
  - d. No workers' compensation insurance shall be obtained by the District covering Performance Fact or its employees. Performance Fact shall comply with the workers' compensation law concerning it and its employees.
3. INSURANCE: Performance Fact shall provide the District proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Performance Fact in connection with the performance of Performance Fact's responsibilities under this Agreement. Each such policy shall provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A minus. There shall be a thirty (30) day written notice to the District in the event of cancellation or non-renewal of such insurance. Performance Fact shall provide the District with a copy of said policies and Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least thirty (30) days' prior written notice of cancellation or non-renewal of such policy.
4. TERMINATION OF AGREEMENT: The District or Performance Fact may terminate this agreement at any time upon sixty (60) days written notice to the other party. Notice shall

be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement.

5. ASSIGNABILITY: This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the District.
6. GOVERNING LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York, Rockland County, or in the United States District Court for the Southern District of New York.
7. IRAN DIVESTMENT ACT: By entering into this Agreement, Performance Fact certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the NEW YORK STATE OFFICE OF GENERAL SERVICES website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Performance Fact agrees that should it seek to renew or extend its Agreement, it also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the District may approve a request for Assignment of Contract.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then the District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring Performance Fact in default.



8. EXCLUDED/DEBARRED PARTY CLAUSE: Performance Fact represents and warrants that it, nor its employees or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Performance Fact, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Performance Fact will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

Performance Fact further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

1. The General Services Administration’s Federal Excluded Party List System (or any successor system);
2. The United States Department of Health and Human Services Office of the Inspector General list of Excluded individuals and entities or successor list; and,
3. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of restricted terminated or excluded individuals or entities.

In the event an excluded party is discovered, Performance Fact will notify the District in writing within three (3) days of such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

9. COMPLETE AGREEMENT: This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.

10. CONFLICTS OF INTEREST: Performance Fact shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to the District, or serve in any of the foregoing capacities for any of the District's competitors or prospective competitors, without giving prior written notification to the District. Performance Fact hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. Performance Fact shall advise the District if a conflict of interest arises in the future.
11. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION: Performance Fact its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Performance Fact, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Performance Fact further agrees that any information received by Performance Fact, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the District, its employees, agents, clients, and/or students will be treated by Performance Fact, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, Performance Fact shall immediately notify the District and advise it as to the nature of the breach and steps Performance Fact has taken to minimize said breach. Performance Fact shall indemnify and hold the District harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement. Performance Fact acknowledges responsibility to maintain the security and privacy of student and school data and responsibility to adhere to the provisions of New York Education Law Section 2-d.

12. DOCUMENTS: Performance Fact agrees to execute any and all documents prepared by the District and to do all other lawful acts as may be required by the District to establish, document, and protect such rights. Performance Fact, when directed, shall provide written reports with respect to the services rendered hereunder.
13. DISTRICT REGULATIONS: Performance Fact shall comply with all applicable regulations of the District including, not limited to, those regarding security and acceptable use.
14. FINGERPRINTING/BACKGROUND CHECK: Performance Fact shall provide the District proof that each of its employees and/or those who perform services under this Agreement are properly fingerprinted and background check cleared in accordance with the rules of the New York State Education Department.
15. NON-DISCRIMINATION REQUIREMENTS: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Performance Fact agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law.
16. SEXUAL HARASSMENT: Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for District employees or students. Performance Fact shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that Performance Fact or any of its employees have committed an act of sexual harassment, upon notice from the District, Performance Fact shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

17. SMOKING POLICY: The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. Performance Fact shall fully comply with this smoke-free policy.
18. DRUG FREE WORKPLACE: Neither Performance Fact nor any employee of Performance Fact shall engage in the unlawful manufacture, distribution, possession, or use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of Performance Fact's Drug-Free Workplace Policy. Performance Fact shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.
19. COMPLIANCE WITH LAW AND SCHOOL POLICY: The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. Performance Fact shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement. In addition, Performance Fact shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to Performance Fact for review in reasonable time in advance of it entering school grounds. Performance Fact will replace within a reasonable time of notice from the District, any personnel assigned to perform work on District premises in the event the District has a reasonable basis for such request.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: Deborah Skath, EdD

By: \_\_\_\_\_

Title: Superintendent

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

Date: 11-19-19

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

**AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**regarding**  
**DISTRICT STRATEGIC PLANNING**

This Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 2016 ("Effective Date") by and between the East Ramapo Central School District, with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

**WHEREAS**, the East Ramapo Central School District ("District") is a school district formed and established pursuant to the Laws of New York State; and,

**WHEREAS**, the District is authorized by law, including under New York State Education Law §1709 to enter into agreements with independent contractors to perform services of this type; and,

**WHEREAS**, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

**WHEREAS**, the District seeks facilitation, professional development, and technical assistance services for developing a three-year district strategic plan as well as providing professional development for educators in the District related to disciplined implementation of the strategic plan and professional and leadership development for district personnel; and,

**WHEREAS**, the District issued a request for proposals (RFP No. ER-14-16; attached as **Exhibit A**) for interested entities to provide facilitation, professional development, and technical assistance services for developing a three-year district strategic plan; and,

**WHEREAS**, Performance Fact, Inc. was selected through the RFP process as the most experienced and cost effective bidder for the work set forth in the RFP for the period June 22, 2016 through June 30, 2019; and,

**WHEREAS**, the Parties desire to enter into a contract for professional services with Performance Fact to provide the District with said services as more specifically set forth below; and,

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. **WORK TO BE PERFORMED:** Performance Fact agrees to perform the work set forth in its response to RFP No. ER-14-16 and consistent with the terms of this Agreement. The RFP and the response from Performance Fact are attached hereto as Exhibits A and B, respectively, and incorporated herein and deemed made a part of this Agreement. In accordance with the RFP response, Performance Fact shall be responsible for all obligations thereunder and described in the Description of Services in the RFP response including:

**YEAR 1, PHASE 1: STRATEGIC PLAN (June 2016 –September 2016)**

- a. Performance Fact shall conduct pre-planning sessions with district administrators, compile baseline data about student learning and professional practices, analyze student achievement data and other data pertinent to student learning.
- b. Performance Fact shall collaborate with the district's core planning team to clarify the goals and measures of student achievement; articulate the "Four Pillars" of the district's strategic plan (i.e., the Logic Model); define the professional practices and strategies; and articulate the indicators of progress (i.e., vital signs & look-fors).
- c. Performance Fact shall facilitate the planning process in ways that embrace the diverse voices of the district's stakeholders.
- d. Performance Fact shall lead compilation of successive drafts of the strategic planning documents; ongoing review of content and layout with Superintendent, Cabinet, school leaders, other groups as designated by the Superintendent.
- e. Performance Fact shall facilitate formal rollout of the strategic plan and facilitation of the development of annual action plan by schools and district-level departments.

- f. Performance Fact shall provide guidelines specific to the early-implementation phase of the strategic plan, to ensure successful implementation starting in the 2016-2017 school year.
- g. Upon request, Performance Fact shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed pursuant to this Agreement;

**YEAR 1, PHASE 2: First-Year IMPLEMENTATION (October 2016 – June 2017)**

- h. Performance Fact shall provide capacity-building for school and district leadership; facilitation and coaching regarding successful monitoring and communication of progress; development of key processes identified in the strategic plan (e.g., assessment system). Please see Exhibit Y for details regarding components of the implementation phase for 2016-2017. Also applicable for 2017-2018 Implementation Phase and 2018-2019 Implementation Phase.
- i. Upon request, Performance Fact shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed during the three-year implementation phases, pursuant to this Agreement.

**2. PAYMENT:**

- a. In return for Performance Fact providing all services set forth herein, the District shall provide payment to Performance Fact for all services provided hereunder, as outlined below.

Year 1, Phases 1 & 2 (June 2016-June 2017): \$221,200 - \$225,000

Year 2 (2017 – 2018 SY) and Year 3 (2018 – 2019 SY) to be negotiated at the time of contract reauthorization. Each annual amount shall be a total cost for all work and includes all expenses including travel, accommodations, meals and supplies. In no case shall the District pay Performance Fact more than maximum amount specified for each contract period (above).

- b. Performance Fact agrees to submit monthly invoices to the District. Upon submission of such invoices, the District agrees to pay Performance Fact in



accordance with District policy for reimbursement upon presentation by Performance Fact of invoices to the District.

- c. Performance Fact acknowledges and accepts that the District has up to 45 days for payment upon receipt of Performance Fact's invoice.

3. INDEPENDENT CONTRACTOR STATUS:

- a. The Parties agree that Performance Fact shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.
- b. Performance Fact acknowledges its status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Performance Fact is an independent contractor, the District will not make deductions from payments to Performance Fact for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to Performance Fact. The District shall make no payments or report Performance Fact's work to any State retirement system for purposes of pension credit.
- c. The District shall not be responsible to pay Performance Fact as an Independent Contractor for any expenses paid or incurred by it unless agreed to in writing.
- d. No workers' compensation insurance shall be obtained by the District covering Performance Fact or its employees. Performance Fact shall comply with the workers' compensation law concerning it and its employees.

- 4. INSURANCE: Performance Fact shall provide the District proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Performance Fact in connection with the performance of Performance Fact's responsibilities under this Agreement. Each such policy shall

provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A minus. There shall be a thirty (30) day written notice to the District in the event of cancellation or non-renewal of such insurance. Performance Fact shall provide the District with a copy of said policies and Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

5. TERMINATION OF AGREEMENT: The District or Performance Fact may terminate this agreement at any time upon sixty (60) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement.
6. ASSIGNABILITY: This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the District.
7. GOVERNING LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York, Rockland County, or in the United States District Court for the Southern District of New York.
8. IRAN DIVESTMENT ACT: By entering into this Agreement, Performance Fact certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the NEW YORK STATE OFFICE OF GENERAL SERVICES website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities

List. Performance Fact agrees that should it seek to renew or extend its Agreement, it Performance Fact also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the District may approve a request for Assignment of Contract.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring Performance Fact in default.

9. EXCLUDED/DEBARRED PARTY CLAUSE: Performance Fact represents and warrants that it, nor its employees or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Performance Fact, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Performance Fact will notify the District in writing within 3 days after such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

Performance Fact further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

1. The General Services Administration’s Federal Excluded Party List System (or any successor system)

2. The United States Department of Health and Human Services Office of the Inspector General list of Excluded individuals and entities or successor list
3. The New York State Department of Health's Office of the Medicaid Inspector General's list of restricted terminated or excluded individuals or entities.

In the event an excluded party is discovered Performance Fact will notify the District in writing within 3 days of such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

10. COMPLETE AGREEMENT: This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.
11. CONFLICTS OF INTEREST: Performance Fact shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to the District, or serve in any of the foregoing capacities for any of the District's competitors or prospective competitors, without giving prior written notification to the District. Performance Fact hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Independent Contractor shall advise the District if a conflict of interest arises in the future.
12. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION: Performance Fact recognizes that during the course of performance of its obligations under this Agreement, it or its employees may acquire knowledge or confidential business information or other protected data. Performance Fact agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any confidential business information or trade secrets. Upon termination or

expiration of this Agreement, Performance Fact shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to the District. Such material shall remain the property of the District. This obligation of confidence shall not apply with respect to information that (1) is available to the Performance Fact from third parties on an unrestricted basis; or (2) is disclosed by the District to others on an unrestricted basis.

13. DOCUMENTS: Performance Fact agrees to execute any and all documents prepared by the District and to do all other lawful acts as may be required by the District to establish, document, and protect such rights. Performance Fact, when directed, shall provide written reports with respect to the services rendered hereunder.
14. DISTRICT REGULATIONS: Performance Fact shall comply with all applicable regulations of the District including, not limited to, those regarding security and acceptable use.
15. FINGERPRINTING/BACKGROUND CHECK: Performance Fact shall provide the District proof that each of its employees and/or those who perform services under this Agreement are properly fingerprinted and background check cleared in accordance with the rules of the New York State Education Department.
16. NON-DISCRIMINATION REQUIREMENTS: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Performance Fact agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law.
17. SEXUAL HARASSMENT: Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a

sexual nature that create a hostile or offensive working environment for District employees or students. Performance Fact shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that Performance Fact or any of its employees have committed an act of sexual harassment, upon notice from the District, Performance Fact shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

18. SMOKING POLICY: The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. Performance Fact shall fully comply with this smoke-free policy.
19. DRUG FREE WORKPLACE: Neither Performance Fact nor any employee of Performance Fact shall engage in the unlawful manufacture, distribution, possession, nor use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of Performance Fact's Drug-Free Workplace Policy. Performance Fact shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.
20. COMPLIANCE WITH LAW AND SCHOOL POLICY: The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. Performance Fact shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement; those required by the New York State Department of Education, the Board of Education and/or the District shall be the District's responsibility. In addition, Performance Fact shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to Performance Fact for review in reasonable time in advance of it entering school grounds. Performance Fact will replace within a reasonable time of notice from the District, any

personnel assigned to perform work on District premises in the event the District has a reasonable basis for such request.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: \_\_\_\_\_

By: Mutiu O. Fagbayi  
Mutiu O. Fagbayi

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

Title: President/CEO

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

Date: June 21, 2016

**AMENDMENT to AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Continuation of Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and, ,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for continuing the implementation of its three-year comprehensive strategic plan; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2018-19 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: All work will be performed before August 31, 2019 consistent with Board of Education approval(s). In broad terms, the scope of work is organized under the following three categories:



- **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;
- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2018-2019 school year are as follows:

#### A. START OF THE SCHOOL YEAR

- Analyze student performance on state test and identify essential standards and strategies for new school year (i.e., *Getting a Win* process).
- Define key metrics for student learning and key indicators for professional practices; gather baseline data; set annual targets.
- Develop the *Roadmap Calendar* for the new school year.
- Develop the *CPR Card* and *Vital Signs Scorecard* as year-round monitoring tools that provide information about progress on the process/tasks and the outcomes/results, respectively.
- Participate in annual leadership retreat to ensure alignment with district-wide priorities for the new school year.

#### B. EVERY MONTH (Dates set in collaboration with District administrators.)

- Conduct leadership capacity-building session for principals and lead-teachers (*Leadership-in-Action Network*).
- Monitor and communicate progress re: implementation of priorities in SCEP/SPSEs and the Roadmap; adjust as needed.
- Collaboratively with each principal, develop *This Month in Focus*, outlining the priorities for each month, and ensuring consistent monitoring of progress.

- iv. Hold status update meeting with the Superintendent (and the leadership team, as appropriate) to share/reflect on insights about school and district progress.

C. EVERY 6-12-WEEKS (Dates set in collaboration with District administrators.)

- i. Compile STAR student benchmark assessment data and curriculum-embedded formative assessments; analyze using 4-Lens® data analysis protocol; prepare district and school level data reports.
- ii. Compile data about effectiveness of professional practices from multiple sources, including: Learning Walks; Leveraged Leadership Inventory; growth & proficiency re: *core instructional strategies*; self-reflection logs; PLCs; etc.
- iii. Conduct Data Summit™ (i.e., evidence-based collaborative analysis of student data and professional practices), and prepare instructional plan for next 6-12-week assessment cycle.
- iv. Collaboratively with each principal, develop the *6-12-week instructional plan* for each assessment cycle.

D. MID-YEAR/END-OF-YEAR: (Dates set in collaboration with District administrators.)

- i. Implement the *Getting a Win* targeted plan 30-45 days before start of the state testing cycle.
- ii. Conduct a comprehensive evaluation of the school year and prepare *Annual Report for the NYSED Commissioner* (and, as appropriate, the State Monitor).

- 2. PAYMENT: For the services provided during the contractual period, payment shall be made in the amount not to exceed \$169,800. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed above in parts A through D (under WORK TO BE PERFORMED).

PAYMENTS shall be made in four equal installments of \$42,450 each, according to this schedule:

NOVEMBER 13, 2018: \$42,450

JANUARY 15, 2019: \$42,450

MARCH 19, 2019: \$42,450

MAY 21, 2019: \$42,450

3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

Date: \_\_\_\_\_ 2018

Date: \_\_\_\_\_ 2018

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**AMENDMENT to AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Additional and Continuation of Services for School and District Leaders**

---

This Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ ("Effective Date") by and between the East Ramapo Central School District, with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Oakland, CA ("Performance Fact").

WHEREAS, the East Ramapo Central School District ("District") is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is a Local Educational Agency (LEA) as that term is defined in Title I and Title IIA of the Elementary and Secondary Education Act of 1965, as amended; and,

WHEREAS, pursuant to Title I and Title IIA, the District as LEA is eligible to expend funds for professional development for school and district leaders; and,

WHEREAS, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrator staffs the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for developing a three-year district strategic plan as well as providing professional development for educators in the District; and,

WHEREAS, the District seeks to increase the number of days of Performance Fact services for the 2017-18 year beyond the current terms of the present Agreement; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: All work will be performed before August 31, 2017.
  - A. Provide assistance with curriculum mapping for Regents exam-bearing courses, including data and item analysis.
  - B. Begin 2017-2018 Cabinet/District Leadership Annual Action Planning, including clarifying core work for 2017-2018 school year, extending the planning process to their respective Department-level teams, developing a unified process for monitoring progress (e.g., using the CPR Card), and an implementation calendar, including for Data Summits for Cabinet and district-level departments/units.
  - C. Begin 2017-2018 School-level Annual Action Planning, including working with school leaders to develop 2017-2018 annual action plans, aligned to the state-mandated school improvement plans; developing an implementation calendar for each school, including timeline for school-level 2017-2018 Data Summits, classroom observations, mid-year review, and *Getting a Win on the State Tests* process; and introducing school leaders (and leadership teams, where appropriate) to the online Eye on the Goal tool for monitoring and communicating progress re: their annual action plans.
  - D. Provide assistance in developing a valid & reliable Formative Assessment System by collaborating with District and School level teams to acquire and adapt formative assessments that could be used to support school-level Data Summits, collaborating with the District Team to build system that can collect and organize STAR assessment data at the District and school levels to be used in Four Lens Analysis of Student Data, collaborating with District and School Teams to acquire and adapt measures for soft skills such as student efficacy to be used next year as a key component of our Leadership in Action Work, and building District and School staff's capacity to use monitoring tools such as Build Up and CPR.
2. PAYMENT: For the additional services provided, payment shall be made in the amount not to exceed \$27,200. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed below.

- A. Curriculum Mapping: Payment for 5 onsite days @ \$1,200/day, and 8 offsite days @ \$800/day, discounted rate (\$12,400 total);
- B. Cabinet/District Leadership Annual Action Planning: Payment for 1 onsite day @ \$1,800/day, discounted rate and 1 offsite day @ \$1,200/day (\$3,000 total);
- C. School-level Annual Action Planning: Payment for 1 day @ \$1,800 /day and 2 offsite days @ \$1,200/day (\$4,200 total);
- D. Formative Assessment System: Payment for 3 worksite days @ \$1,200/day and 5 offsite days @ \$800/day (\$7,600 total);

3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

Date: \_\_\_\_\_ 2017

Date: \_\_\_\_\_ 2017

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**AMENDMENT to AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Continuation of Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is a Local Educational Agency (LEA) as that term is defined in Title I and Title IIA of the Elementary and Secondary Education Act of 1965, as amended; and,

WHEREAS, pursuant to Title I and Title IIA, the District as LEA is eligible to expend funds for professional development for school and district leaders in the service of school improvement; and,

WHEREAS, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for continuing the implementation of its three-year comprehensive strategic plan; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2017-18 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: All work will be performed before August 31, 2018. In broad terms, the scope of work is organized under the following three categories:

- **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;
- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2017-2018 school year are as follows:

**A. START OF THE SCHOOL YEAR**

- i. Analyze student performance on state test and identify essential standards and strategies for new school year (i.e., *Getting a Win* process).
- ii. Define key metrics for student learning and key indicators for professional practices; gather baseline data; set annual targets.

**B. EVERY MONTH**

- i. Conduct leadership capacity-building session for principals and lead-teachers (*Leadership-in-Action Network*).
- ii. Monitor and communicate progress re: implementation of priorities in SCEP/SPSEs and the Roadmap; adjust as needed.



### C. EVERY 6-12-WEEKS

- i. Compile STAR student benchmark assessment data and curriculum-embedded formative assessments; analyze using 4-Lens® data analysis protocol; prepare district and school level data reports.
- ii. Compile data about effectiveness of professional practices from multiple sources, including: Learning Walks; Leveraged Leadership Inventory; growth & proficiency re: *four core instructional strategies*; self-reflection logs; PLCs; etc.
- iii. Conduct Data Summit™ (i.e., evidence-based collaborative analysis of student data and professional practices), and prepare instructional plan for next 6-12-week assessment cycle.

### D. MID-YEAR/END-OF-YEAR

- i. Implement the *Getting a Win* targeted plan 30-45 days before start of the state testing cycle.
- ii. Conduct a comprehensive evaluation of the school year and prepare *Annual Report for the NYSED Commissioner* (and, as appropriate, the State Monitor).

2. PAYMENT: For the services provided during the contractual period, payment shall be made in the amount not to exceed \$169,800. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed above in parts A through D (under WORK TO BE PERFORMED).

PAYMENTS shall be made in four equal installments of \$42,450 each, according to this schedule:

NOVEMBER 13, 2017: \$42,450

JANUARY 15, 2018: \$42,450

MARCH 19, 2018: \$42,450

MAY 21, 2018: \$42,450

3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

Date: \_\_\_\_\_ 2017

Date: \_\_\_\_\_ 2017

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District and Performance Fact were parties to an agreement and relationship from 2016-2019, through which Performance Fact provided professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District would like Performance Fact to continue the facilitation, professional development, and technical assistance services through its "Disciplined Implementation and Leadership for Results" process to help assist with the strategic plan for the District; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2019-20 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: In broad terms, the scope of work is organized under the following three categories:

- **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;

- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2019-2020 are set forth in Attachment A, and are summarized as follows:

- i. **START OF THE SCHOOL YEAR**
  - a) Finalize comprehensive SCEP plan.
  - b) Design Vital Signs Scorecard, and compile baseline Scorecard.
  - c) Compile SCEP milestones into composite CPR Card.
  - d) Complete *Getting a Win* plan for the school year.
- ii. **EVERY TWO WEEKS** (Dates set in collaboration with District administrators).
  - a) Analyze data on instructional monitoring, feedback, and support for all teachers, and identify instructional focus for next two weeks (virtual meeting).
  - b) Analyze data on instructional monitoring, feedback, and support for focus teachers, and identify instructional focus for next two weeks (virtual meeting).
- iii. **EVERY MONTH** (Dates set in collaboration with District administrators.)
  - a) Assess implementation progress based on data from the Vital Signs Scorecard and CPR Card.
  - b) Conduct coaching/PD for principal/leadership team relative to PF themes for the year.
  - c) Conduct coaching/PD for PLCs (or teacher teams) relative to SCEP-identified PD themes for the year (when appropriate).
  - d) Define priorities for the month and update CPR Card.
- iv. **EVERY 6-12-WEEKS** (Dates set in collaboration with District administrators.)
  - a) (*At the start of each cycle*) Develop instructional plan for the cycle for the PLCs/Department teams and school-wide.

- b) *(At the end of each cycle)* Compile data for the cycle: 4-Lens student data, Vital Signs Scorecard, and CPR Card.
    - c) *(At the end of each quarter)* Prepare evidence-based progress report for the Superintendent's Quarterly Review process.
  - v. MID-YEAR/END-OF-YEAR: (Dates set in collaboration with District administrators.)
    - a) Compile comprehensive mid-year report (to meet NYS reporting requirements; around January).
    - b) Compile end-of-year Report highlighting accomplishments, challenges, and recommendations for the next school year.
  - vi. ONLINE EYE ON THE GOAL: Provide access to Online Eye on the Gal tools, including 4-Lens Analysis of Student Data, CPR Card, Vital Signs Scorecard, and Cycle of Inquiry tools and resources.
- 2. PAYMENT: For the services provided during the contractual period, payment shall be made in the amount not to exceed two hundred and forty-nine thousand dollars (\$249,000) in monthly installments of thirty-one thousand one hundred and twenty-five dollars (\$31,125). This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed above in parts i-vi (under WORK TO BE PERFORMED).
- 2. INDEPENDENT CONTRACTOR STATUS:
  - a. The Parties agree that Performance Fact shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.
  - b. Performance Fact acknowledges its status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Performance Fact is

an independent contractor, the District will not make deductions from payments to Performance Fact for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to Performance Fact. The District shall make no payments or report Performance Fact's work to any State retirement system for purposes of pension credit.

- c. The District shall not be responsible to pay Performance Fact as an Independent Contractor for any expenses paid or incurred by it unless agreed to in writing.
  - d. No workers' compensation insurance shall be obtained by the District covering Performance Fact or its employees. Performance Fact shall comply with the workers' compensation law concerning it and its employees.
3. INSURANCE: Performance Fact shall provide the District proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Performance Fact in connection with the performance of Performance Fact's responsibilities under this Agreement. Each such policy shall provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A minus. There shall be a thirty (30) day written notice to the District in the event of cancellation or non-renewal of such insurance. Performance Fact shall provide the District with a copy of said policies and Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least thirty (30) days' prior written notice of cancellation or non-renewal of such policy.
4. TERMINATION OF AGREEMENT: The District or Performance Fact may terminate this agreement at any time upon sixty (60) days written notice to the other party. Notice shall

be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement.

5. ASSIGNABILITY: This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the District.
6. GOVERNING LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York, Rockland County, or in the United States District Court for the Southern District of New York.
7. IRAN DIVESTMENT ACT: By entering into this Agreement, Performance Fact certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the NEW YORK STATE OFFICE OF GENERAL SERVICES website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Performance Fact agrees that should it seek to renew or extend its Agreement, it also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the District may approve a request for Assignment of Contract.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then the District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring Performance Fact in default.

8. EXCLUDED/DEBARRED PARTY CLAUSE: Performance Fact represents and warrants that it, nor its employees or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Performance Fact, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Performance Fact will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

Performance Fact further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

1. The General Services Administration’s Federal Excluded Party List System (or any successor system);
2. The United States Department of Health and Human Services Office of the Inspector General list of Excluded individuals and entities or successor list; and,
3. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of restricted terminated or excluded individuals or entities.

In the event an excluded party is discovered, Performance Fact will notify the District in writing within three (3) days of such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

9. COMPLETE AGREEMENT: This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.



10. CONFLICTS OF INTEREST: Performance Fact shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to the District, or serve in any of the foregoing capacities for any of the District's competitors or prospective competitors, without giving prior written notification to the District. Performance Fact hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. Performance Fact shall advise the District if a conflict of interest arises in the future.
11. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION: Performance Fact its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Performance Fact, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Performance Fact further agrees that any information received by Performance Fact, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the District, its employees, agents, clients, and/or students will be treated by Performance Fact, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, Performance Fact shall immediately notify the District and advise it as to the nature of the breach and steps Performance Fact has taken to minimize said breach. Performance Fact shall indemnify and hold the District harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement. Performance Fact acknowledges responsibility to maintain the security and privacy of student and school data and responsibility to adhere to the provisions of New York Education Law Section 2-d.

12. DOCUMENTS: Performance Fact agrees to execute any and all documents prepared by the District and to do all other lawful acts as may be required by the District to establish, document, and protect such rights. Performance Fact, when directed, shall provide written reports with respect to the services rendered hereunder.
13. DISTRICT REGULATIONS: Performance Fact shall comply with all applicable regulations of the District including, not limited to, those regarding security and acceptable use.
14. FINGERPRINTING/BACKGROUND CHECK: Performance Fact shall provide the District proof that each of its employees and/or those who perform services under this Agreement are properly fingerprinted and background check cleared in accordance with the rules of the New York State Education Department.
15. NON-DISCRIMINATION REQUIREMENTS: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Performance Fact agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law.
16. SEXUAL HARASSMENT: Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for District employees or students. Performance Fact shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that Performance Fact or any of its employees have committed an act of sexual harassment, upon notice from the District, Performance Fact shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

17. SMOKING POLICY: The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. Performance Fact shall fully comply with this smoke-free policy.
18. DRUG FREE WORKPLACE: Neither Performance Fact nor any employee of Performance Fact shall engage in the unlawful manufacture, distribution, possession, or use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of Performance Fact's Drug-Free Workplace Policy. Performance Fact shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.
19. COMPLIANCE WITH LAW AND SCHOOL POLICY: The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. Performance Fact shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement. In addition, Performance Fact shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to Performance Fact for review in reasonable time in advance of it entering school grounds. Performance Fact will replace within a reasonable time of notice from the District, any personnel assigned to perform work on District premises in the event the District has a reasonable basis for such request.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



**PERFORMANCE *fact*, INC.**

*Building leadership for courageous and accountable action in public education*

## Scope of Professional Services East Ramapo Central School District (Spring Valley, NY) Disciplined Implementation and Leadership for Results

### BACKGROUND

This proposal outlines consulting, facilitation and technical assistance that Performance Fact will provide to **East Ramapo Central School District** (Spring Valley, NY) regarding Disciplined Implementation and Leadership for Results process for the district. The proposed scope of services covers the period September 2019 – June 2020. The Project Manager for Performance Fact is Mr. Mutiu O. Fagbayi (President/CEO). The Project Manager for East Ramapo Central School District is Dr. Deborah Wortham (Superintendent).

### PROJECT DELIVERABLES & PROFESSIONAL FEES

*Please see Exhibit A (attached) for detailed scope of services*

### 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.~~

### 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.

### PAYMENT SCHEDULE

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

Every month from October 2019 – May 2020	\$31,125 (per month)
<b>TOTAL</b>	<b>\$249,000</b>

### 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.~~

### 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.

333 Hegenberger Road, Suite 204, Oakland, CA 94621  
Tel: 510-568-7944 | Fax: 510-568-7991  
Website: [www.performancefact.com](http://www.performancefact.com)

**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.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: \_\_\_\_\_ By: Mutiu O. Fagbayi

Mutiu O. Fagbayi

Title: \_\_\_\_\_ Title: President/CEO

Date: \_\_\_\_\_ Date: August 29, September,  
2019



## 2019/2020 Professional Services Scope & Calendar

### 2019/2020 Themes

1. Comprehensive planning with each school, aligned to NYSED expectations
2. Full and consistent implementation of the leadership competencies
3. Intensive focus on monitoring and accountability, led by the principal
4. Credible messaging and consistent communication to staff, led by the principal
5. Principal has lead responsibility for developing their staff; they are their teachers' "first teacher"
6. Quarterly evidence-based status meetings with the Superintendent
7. Inclusion of teacher-leaders in capacity building provided by Performance Fact

### Differentiated Support

Intensive Support 6 Schools	Standard Support 8 Schools	Leadership in Action Network 14 Schools	
Hempstead Elementary	ECC	Chestnut Ridge	Kakiat
Lime Kiln Elementary	Eldorado Elementary	ECC	Lime Kiln
Chestnut Ridge Middle	Elmwood Elementary	Eldorado	Margetts
Pomona Middle School	Fleetwood Elementary	Elmwood	Pomona MS
Ramapo High	Grandview Elementary	Fleetwood	Ramapo
Spring Valley High	Kakiat Elementary	Grandview	Spring Valley
	Margetts Elementary	Hempstead	Summit Park
	Summit Park Elementary		
On-site <i>every month</i> at each school	On-site <i>every 2 months</i> at each school	On-site <i>every month</i> , with all schools as a <i>network</i>	
90 minutes per on-site visit	75 minutes per on-site visit	120 minutes per on-site visit	
Principal, Admin team, teacher-leaders (plus teachers, as needed)	Principal, Admin team, Instructional/Academic Facilitator (or teacher-leader)	All Principals Teacher-leaders from each school Superintendent's Team District-level support staffs	
<i>Required</i> virtual coaching and support via GoToMeeting every 2 weeks	<i>Optional</i> virtual coaching and support via GoToMeeting every 2 weeks		

## Scope of Professional Services: School-level A.S.A.P.

[A.S.A.P. = All Students Achieving Process]

	Key Actions & Deliverables	6 "Intensive" schools 8 "Standard" schools	Inten- sive*	Stan- dard*
<b>START OF THE SCHOOL YEAR</b>  <i>Chart the course</i>	Finalize comprehensive SCEP plan.		0	0
	Design Vital Signs Scorecard (i.e., dashboard of indicators of student learning, teaching practices, leadership practices, organizational practices), and compile baseline Scorecard.		0	0
	Compile SCEP milestones into composite CPR Card.		0	0
	Complete <i>Getting a Win</i> plan for the school year.		0	0
<b>EVERY 2 WEEKS</b>  <i>Monitor &amp; adjust</i>	Analyze data on instructional monitoring, feedback and support for <b>all</b> teachers, and identify instructional focus for next two weeks (virtual meeting).		0	0
	Analyze data on instructional monitoring, feedback and support for <b>focus teachers</b> , and identify instructional focus for next two weeks (virtual meeting).		0	0
			0	Every 2 months
			0	Every 2 months
<b>EVERY MONTH</b>  <i>Learn &amp; collaborate</i>	Assess implementation progress based on data from the Vital Signs Scorecard and CPR Card.		0 Every month	0 Every 2 months
	Conduct coaching/PD for principal/leadership team relative to the PD themes for the year.		0 Every month	0 Every 2 months
	Conduct coaching/PD for PLCs (or teacher teams) relative to the SCEP-identified PD themes for the year (when appropriate)		0	0 Every 2 months
	Define priorities for the month and update CPR Card.		0	0
<b>EVERY 6-12 WEEKS</b>  <i>Reflect &amp; Plan</i>	(At start of each cycle) Develop instructional plan for the cycle for PLCs/Department teams and school-wide.		0	0
	(At end of each cycle) Compile data for the cycle: 4-Lens student data, Vital Signs Scorecard, and CPR Card.		0	0
	(At end of the cycle) Facilitate Data Summit process for PLCs/Departments and school-wide.		0	0
	(At end of each quarter) Prepare evidence-based progress report for the <i>Superintendent's Quarterly Review</i> process.		0	0
<b>MID-YEAR/END-OF-YEAR</b>  <i>Evaluate &amp; celebrate</i>	Compile comprehensive mid-year report (to meet NYS reporting requirements; around January).		0	0
	Compile end-of-year Report highlighting accomplishments, challenges, and recommendations for the next school year.		0	0
<b>Online Eye on the Goal™</b>	Provide access to Online Eye on the Goal tools, including 4-Lens Analysis of Student Data, CPR Card, Vital Signs Scorecard, and Cycle of Inquiry tools and resources		0	0

\* "Standard" 4 Main interaction with Admin, Academic Facilitators, lead teacher

"Intensive" 4 Includes interaction with PLCs and teacher-teams/Departments, as needed



### **2019/2020 On-site ERCSD Calendar**

*3 on-site days each month*

September 18-20, 2019	October 30-Nov 1, 2019
November 13-15, 2019	December 4-6, 2019
January 29-31, 2020	February 26-28, 2020
March 18-20, 2020	April 29-May 1, 2020
May 20-22, 2020	June 10-12, 2020

### **2019/2020 Calendar for Leadership in Action Network**

*All School Teams (Principals and lead-teachers)  
One Wednesday each month; 3:00 – 5:00 PM*

September 18, 2019	October 30, 2019
November 13, 2019	December 4, 2019
January 29, 2020	February 26, 2020
March 18, 2020	April 29, 2020
May 20, 2020	June 10, 2020

### **Proposed 2019/2020 Calendar for Check-ins with District Leadership**

*Primarily with Dr. Wortham and Ms. McVea  
One Thursday each month; 3:00 – 5:00 PM*

September 19, 2019	October 31, 2019
November 14, 2019	December 5, 2019
January 30, 2020	February 27, 2020
March 19, 2020	Apr 30, 2029
May 21, 2020	June 11, 2020

## 2019/2020 Calendar with School Teams

### Intensive Support Schools

Hempstead  
Lime Kiln

Chestnut Ridge  
Pomona

Ramapo  
Spring Valley

Please choose **only one row** of dates for on-site visits to your school, **every month**.

Day	Time	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	School Name
Th.	8:00 am – 9:30 am	9/19	10/31	11/14	12/5	1/30	2/27	3/19	4/30	5/21	6/11	
Th.	9:45 am – 11:15 am	9/19	10/31	11/14	12/5	1/30	2/27	3/19	4/30	5/21	6/11	
Th.	11:30 am – 1:00 pm	9/19	10/31	11/14	12/5	1/30	2/27	3/19	4/30	5/21	6/11	
Fri.	8:00 am – 9:30 am	9/20	Nov 1	11/15	12/6	1/31	2/28	3/20	May 1	5/22	6/12	
Fri.	9:45 am – 11:15 am	9/20	Nov 1	11/15	12/6	1/31	2/28	3/20	May 1	5/22	6/12	
Fri.	11:30 am – 1:00 pm	9/20"	Nov 1	11/15	12/6	1/31	2/28	3/20	May 1	5/22	6/12	

"ends at 12:45pm ET; this September 20 session only"

### Standard Support Schools

ECC  
Eldorado

Elmwood  
Fleetwood

Grandview  
Kakiat

Margetts  
Summit Park

Please choose **only one row** of dates for on-site visits to your school, **every other month**.

Day	Time	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	School Name
Wed	10:00 am – 11:15 am	9/18		11/13		1/29		3/18		5/20		
Wed	11:30 am – 12:45 pm	9/18		11/13		1/29		3/18		5/20		
Wed	1:00 pm – 2:15 pm	9/18		11/13		1/29		3/18		5/20		
Th.	1:30 pm – 2:45 pm	9/19		11/14		1/30		3/19		5/21		
Wed	10:00 am – 11:15 am		10/30		12/4		2/26		4/29		6/10	
Wed	11:30 am – 12:45 pm		10/30		12/4		2/26		4/29		6/10	
Wed	1:00 pm – 2:15 pm		10/30		12/4		2/26		4/29		6/10	
Th.	1:30 pm – 2:45 pm		10/31		12/5		2/27		4/30		6/11	

**AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**regarding**  
**DISTRICT STRATEGIC PLANNING**

This Agreement ("Agreement") is entered into this 21<sup>st</sup> day of June, 2016 ("Effective Date") by and between the East Ramapo Central School District, with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

**WHEREAS**, the East Ramapo Central School District ("District") is a school district formed and established pursuant to the Laws of New York State; and,

**WHEREAS**, the District is authorized by law, including under New York State Education Law §1709 to enter into agreements with independent contractors to perform services of this type; and,

**WHEREAS**, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

**WHEREAS**, the District seeks facilitation, professional development, and technical assistance services for developing a three-year district strategic plan as well as providing professional development for educators in the District related to disciplined implementation of the strategic plan and professional and leadership development for district personnel; and,

**WHEREAS**, the District issued a request for proposals (RFP No. ER-14-16; attached as **Exhibit A**) for interested entities to provide facilitation, professional development, and technical assistance services for developing a three-year district strategic plan; and,

**WHEREAS**, Performance Fact, Inc. was selected through the RFP process as the most experienced and cost effective bidder for the work set forth in the RFP for the period June 22, 2016 through June 30, 2019; and,

**WHEREAS**, the Parties desire to enter into a contract for professional services with Performance Fact to provide the District with said services as more specifically set forth below; and,

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. **WORK TO BE PERFORMED:** Performance Fact agrees to perform the work set forth in its response to RFP No. ER-14-16 and consistent with the terms of this Agreement. The RFP and the response from Performance Fact are attached hereto as Exhibits A and B, respectively, and incorporated herein and deemed made a part of this Agreement. In accordance with the RFP response, Performance Fact shall be responsible for all obligations thereunder and described in the Description of Services in the RFP response including:

**YEAR 1, PHASE 1: STRATEGIC PLAN (June 2016 –September 2016)**

- a. Performance Fact shall conduct pre-planning sessions with district administrators, compile baseline data about student learning and professional practices, analyze student achievement data and other data pertinent to student learning.
- b. Performance Fact shall collaborate with the district's core planning team to clarify the goals and measures of student achievement; articulate the "Four Pillars" of the district's strategic plan (i.e., the Logic Model); define the professional practices and strategies; and articulate the indicators of progress (i.e., vital signs & look-fors).
- c. Performance Fact shall facilitate the planning process in ways that embrace the diverse voices of the district's stakeholders.
- d. Performance Fact shall lead compilation of successive drafts of the strategic planning documents; ongoing review of content and layout with Superintendent, Cabinet, school leaders, other groups as designated by the Superintendent.
- e. Performance Fact shall facilitate formal rollout of the strategic plan and facilitation of the development of annual action plan by schools and district-level departments.

- f. Performance Fact shall provide guidelines specific to the early-implementation phase of the strategic plan, to ensure successful implementation starting in the 2016-2017 school year.
- g. Upon request, Performance Fact shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed pursuant to this Agreement;

**YEAR 1, PHASE 2: First-Year IMPLEMENTATION (October 2016 – June 2017)**

- h. Performance Fact shall provide capacity-building for school and district leadership; facilitation and coaching regarding successful monitoring and communication of progress; development of key processes identified in the strategic plan (e.g., assessment system). Please see Exhibit Y for details regarding components of the implementation phase for 2016-2017. Also applicable for 2017-2018 Implementation Phase and 2018-2019 Implementation Phase.
- i. Upon request, Performance Fact shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed during the three-year implementation phases, pursuant to this Agreement.

**2. PAYMENT:**

- a. In return for Performance Fact providing all services set forth herein, the District shall provide payment to Performance Fact for all services provided hereunder, as outlined below.

Year 1, Phases 1 & 2 (June 2016-June 2017): \$221,200 - \$225,000

Year 2 (2017 – 2018 SY) and Year 3 (2018 – 2019 SY) to be negotiated at the time of contract reauthorization. Each annual amount shall be a total cost for all work and includes all expenses including travel, accommodations, meals and supplies. In no case shall the District pay Performance Fact more than maximum amount specified for each contract period (above).

- b. Performance Fact agrees to submit monthly invoices to the District. Upon submission of such invoices, the District agrees to pay Performance Fact in

accordance with District policy for reimbursement upon presentation by Performance Fact of invoices to the District.

- c. Performance Fact acknowledges and accepts that the District has up to 45 days for payment upon receipt of Performance Fact's invoice.

3. INDEPENDENT CONTRACTOR STATUS:

- a. The Parties agree that Performance Fact shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.
- b. Performance Fact acknowledges its status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Performance Fact is an independent contractor, the District will not make deductions from payments to Performance Fact for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to Performance Fact. The District shall make no payments or report Performance Fact's work to any State retirement system for purposes of pension credit.
- c. The District shall not be responsible to pay Performance Fact as an Independent Contractor for any expenses paid or incurred by it unless agreed to in writing.
- d. No workers' compensation insurance shall be obtained by the District covering Performance Fact or its employees. Performance Fact shall comply with the workers' compensation law concerning it and its employees.

- 4. INSURANCE: Performance Fact shall provide the District proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Performance Fact in connection with the performance of Performance Fact's responsibilities under this Agreement. Each such policy shall

provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A minus. There shall be a thirty (30) day written notice to the District in the event of cancellation or non-renewal of such insurance. Performance Fact shall provide the District with a copy of said policies and Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

5. TERMINATION OF AGREEMENT: The District or Performance Fact may terminate this agreement at any time upon sixty (60) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement.
6. ASSIGNABILITY: This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the District.
7. GOVERNING LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York, Rockland County, or in the United States District Court for the Southern District of New York.
8. IRAN DIVESTMENT ACT: By entering into this Agreement, Performance Fact certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the NEW YORK STATE OFFICE OF GENERAL SERVICES website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities

List. Performance Fact agrees that should it seek to renew or extend its Agreement, it Performance Fact also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the District may approve a request for Assignment of Contract.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring Performance Fact in default.

9. EXCLUDED/DEBARRED PARTY CLAUSE: Performance Fact represents and warrants that it, nor its employees or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Performance Fact, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Performance Fact will notify the District in writing within 3 days after such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

Performance Fact further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

1. The General Services Administration’s Federal Excluded Party List System (or any successor system)



2. The United States Department of Health and Human Services Office of the Inspector General list of Excluded individuals and entities or successor list
3. The New York State Department of Health's Office of the Medicaid Inspector General's list of restricted terminated or excluded individuals or entities.

In the event an excluded party is discovered Performance Fact will notify the District in writing within 3 days of such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

10. COMPLETE AGREEMENT: This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.
11. CONFLICTS OF INTEREST: Performance Fact shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to the District, or serve in any of the foregoing capacities for any of the District's competitors or prospective competitors, without giving prior written notification to the District. Performance Fact hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Independent Contractor shall advise the District if a conflict of interest arises in the future.
12. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION: Performance Fact recognizes that during the course of performance of its obligations under this Agreement, it or its employees may acquire knowledge or confidential business information or other protected data. Performance Fact agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any confidential business information or trade secrets. Upon termination or

expiration of this Agreement, Performance Fact shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to the District. Such material shall remain the property of the District. This obligation of confidence shall not apply with respect to information that (1) is available to the Performance Fact from third parties on an unrestricted basis; or (2) is disclosed by the District to others on an unrestricted basis.

13. DOCUMENTS: Performance Fact agrees to execute any and all documents prepared by the District and to do all other lawful acts as may be required by the District to establish, document, and protect such rights. Performance Fact, when directed, shall provide written reports with respect to the services rendered hereunder.
14. DISTRICT REGULATIONS: Performance Fact shall comply with all applicable regulations of the District including, not limited to, those regarding security and acceptable use.
15. FINGERPRINTING/BACKGROUND CHECK: Performance Fact shall provide the District proof that each of its employees and/or those who perform services under this Agreement are properly fingerprinted and background check cleared in accordance with the rules of the New York State Education Department.
16. NON-DISCRIMINATION REQUIREMENTS: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Performance Fact agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law.
17. SEXUAL HARASSMENT: Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a

sexual nature that create a hostile or offensive working environment for District employees or students. Performance Fact shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that Performance Fact or any of its employees have committed an act of sexual harassment, upon notice from the District, Performance Fact shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

18. SMOKING POLICY: The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. Performance Fact shall fully comply with this smoke-free policy.
19. DRUG FREE WORKPLACE: Neither Performance Fact nor any employee of Performance Fact shall engage in the unlawful manufacture, distribution, possession, nor use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of Performance Fact's Drug-Free Workplace Policy. Performance Fact shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.
20. COMPLIANCE WITH LAW AND SCHOOL POLICY: The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. Performance Fact shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement; those required by the New York State Department of Education, the Board of Education and/or the District shall be the District's responsibility. In addition, Performance Fact shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to Performance Fact for review in reasonable time in advance of it entering school grounds. Performance Fact will replace within a reasonable time of notice from the District, any

personnel assigned to perform work on District premises in the event the District has a reasonable basis for such request.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: Suborah L. Hatham, E.D.

By: Mutiu O. Fagbayi  
Mutiu O. Fagbayi

Title: Interim Superintendent

Title: President/CEO

Date: 6/22/16

Date: June 21, 2016

**AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**regarding**  
**DISTRICT STRATEGIC PLANNING**

This Agreement ("Agreement") is entered into this 21<sup>st</sup> day of June 2016 ("Effective Date") by and between the East Ramapo Central School District, with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

**WHEREAS**, the East Ramapo Central School District ("District") is a school district formed and established pursuant to the Laws of New York State; and,

**WHEREAS**, the District is authorized by law, including under New York State Education Law §1709 to enter into agreements with independent contractors to perform services of this type; and,

**WHEREAS**, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

**WHEREAS**, the District seeks facilitation, professional development, and technical assistance services for developing a three-year district strategic plan as well as providing professional development for educators in the District related to disciplined implementation of the strategic plan and professional and leadership development for district personnel; and,

**WHEREAS**, the District issued a request for proposals (RFP No. ER-14-16; attached as **Exhibit A**) for interested entities to provide facilitation, professional development, and technical assistance services for developing a three-year district strategic plan; and,

**WHEREAS**, Performance Fact, Inc. was selected through the RFP process as the most experienced and cost effective bidder for the work set forth in the RFP for the period June 22, 2016 through June 30, 2019; and,

**WHEREAS**, the Parties desire to enter into a contract for professional services with Performance Fact to provide the District with said services as more specifically set forth below; and,

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. **WORK TO BE PERFORMED:** Performance Fact agrees to perform the work set forth in its response to RFP No. ER-14-16 and consistent with the terms of this Agreement. The RFP and the response from Performance Fact are attached hereto as Exhibits A and B, respectively, and incorporated herein and deemed made a part of this Agreement. In accordance with the RFP response, Performance Fact shall be responsible for all obligations thereunder and described in the Description of Services in the RFP response including:

**YEAR 1, PHASE 1: STRATEGIC PLAN (June 2016 –September 2016)**

- a. Performance Fact shall conduct pre-planning sessions with district administrators, compile baseline data about student learning and professional practices, analyze student achievement data and other data pertinent to student learning.
- b. Performance Fact shall collaborate with the district’s core planning team to clarify the goals and measures of student achievement; articulate the “Four Pillars” of the district’s strategic plan (i.e., the Logic Model); define the professional practices and strategies; and articulate the indicators of progress (i.e., vital signs & look-fors).
- c. Performance Fact shall facilitate the planning process in ways that embrace the diverse voices of the district’s stakeholders.
- d. Performance Fact shall lead compilation of successive drafts of the strategic planning documents; ongoing review of content and layout with Superintendent, Cabinet, school leaders, other groups as designated by the Superintendent.
- e. Performance Fact shall facilitate formal rollout of the strategic plan and facilitation of the development of annual action plan by schools and district-level departments.

- f. Performance Fact shall provide guidelines specific to the early-implementation phase of the strategic plan, to ensure successful implementation starting in the 2016-2017 school year.
- g. Upon request, Performance Fact shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed pursuant to this Agreement;

**YEAR 1, PHASE 2: First-Year IMPLEMENTATION (October 2016 – June 2017)**

- h. Performance Fact shall provide capacity-building for school and district leadership; facilitation and coaching regarding successful monitoring and communication of progress; development of key processes identified in the strategic plan (e.g., assessment system). Please see Exhibit Y for details regarding components of the implementation phase for 2016-2017. Also applicable for 2017-2018 Implementation Phase and 2018-2019 Implementation Phase.
- i. Upon request, Performance Fact shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed during the three-year implementation phases, pursuant to this Agreement.

**2. PAYMENT:**

- a. In return for Performance Fact providing all services set forth herein, the District shall provide payment to Performance Fact for all services provided hereunder, as outlined below.

Year 1, Phases 1 & 2 (June 2016-June 2017): \$221,200 - \$225,000

Year 2 (2017 – 2018 SY) and Year 3 (2018 – 2019 SY) to be negotiated at the time of contract reauthorization. Each annual amount shall be a total cost for all work and includes all expenses including travel, accommodations, meals and supplies. In no case shall the District pay Performance Fact more than maximum amount specified for each contract period (above).

- b. Performance Fact agrees to submit monthly invoices to the District. Upon submission of such invoices, the District agrees to pay Performance Fact in

accordance with District policy for reimbursement upon presentation by Performance Fact of invoices to the District.

- c. Performance Fact acknowledges and accepts that the District has up to 45 days for payment upon receipt of Performance Fact's invoice.

3. INDEPENDENT CONTRACTOR STATUS:

- a. The Parties agree that Performance Fact shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.
- b. Performance Fact acknowledges its status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Performance Fact is an independent contractor, the District will not make deductions from payments to Performance Fact for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to Performance Fact. The District shall make no payments or report Performance Fact's work to any State retirement system for purposes of pension credit.
- c. The District shall not be responsible to pay Performance Fact as an Independent Contractor for any expenses paid or incurred by it unless agreed to in writing.
- d. No workers' compensation insurance shall be obtained by the District covering Performance Fact or its employees. Performance Fact shall comply with the workers' compensation law concerning it and its employees.

- 4. INSURANCE: Performance Fact shall provide the District proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Performance Fact in connection with the performance of Performance Fact's responsibilities under this Agreement. Each such policy shall



provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A minus. There shall be a thirty (30) day written notice to the District in the event of cancellation or non-renewal of such insurance. Performance Fact shall provide the District with a copy of said policies and Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

5. TERMINATION OF AGREEMENT: The District or Performance Fact may terminate this agreement at any time upon sixty (60) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement.
6. ASSIGNABILITY: This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the District.
7. GOVERNING LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York, Rockland County, or in the United States District Court for the Southern District of New York.
8. IRAN DIVESTMENT ACT: By entering into this Agreement, Performance Fact certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the NEW YORK STATE OFFICE OF GENERAL SERVICES website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities

List. Performance Fact agrees that should it seek to renew or extend its Agreement, it Performance Fact also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the District may approve a request for Assignment of Contract.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring Performance Fact in default.

9. EXCLUDED/DEBARRED PARTY CLAUSE: Performance Fact represents and warrants that it, nor its employees or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Performance Fact, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Performance Fact will notify the District in writing within 3 days after such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

Performance Fact further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

1. The General Services Administration’s Federal Excluded Party List System (or any successor system)

2. The United States Department of Health and Human Services Office of the Inspector General list of Excluded individuals and entities or successor list
3. The New York State Department of Health's Office of the Medicaid Inspector General's list of restricted terminated or excluded individuals or entities.

In the event an excluded party is discovered Performance Fact will notify the District in writing within 3 days of such event. Upon the occurrence of such event, whether or not such notice is given to Performance Fact, the District reserves the right to immediately cease contracting with Performance Fact.

10. COMPLETE AGREEMENT: This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.
11. CONFLICTS OF INTEREST: Performance Fact shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to the District, or serve in any of the foregoing capacities for any of the District's competitors or prospective competitors, without giving prior written notification to the District. Performance Fact hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Independent Contractor shall advise the District if a conflict of interest arises in the future.
12. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION: Performance Fact recognizes that during the course of performance of its obligations under this Agreement, it or its employees may acquire knowledge or confidential business information or other protected data. Performance Fact agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any confidential business information or trade secrets. Upon termination or

expiration of this Agreement, Performance Fact shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to the District. Such material shall remain the property of the District. This obligation of confidence shall not apply with respect to information that (1) is available to the Performance Fact from third parties on an unrestricted basis; or (2) is disclosed by the District to others on an unrestricted basis.

13. DOCUMENTS: Performance Fact agrees to execute any and all documents prepared by the District and to do all other lawful acts as may be required by the District to establish, document, and protect such rights. Performance Fact, when directed, shall provide written reports with respect to the services rendered hereunder.
14. DISTRICT REGULATIONS: Performance Fact shall comply with all applicable regulations of the District including, not limited to, those regarding security and acceptable use.
15. FINGERPRINTING/BACKGROUND CHECK: Performance Fact shall provide the District proof that each of its employees and/or those who perform services under this Agreement are properly fingerprinted and background check cleared in accordance with the rules of the New York State Education Department.
16. NON-DISCRIMINATION REQUIREMENTS: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Performance Fact agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law.
17. SEXUAL HARASSMENT: Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a

sexual nature that create a hostile or offensive working environment for District employees or students. Performance Fact shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that Performance Fact or any of its employees have committed an act of sexual harassment, upon notice from the District, Performance Fact shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

18. SMOKING POLICY: The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. Performance Fact shall fully comply with this smoke-free policy.
19. DRUG FREE WORKPLACE: Neither Performance Fact nor any employee of Performance Fact shall engage in the unlawful manufacture, distribution, possession, nor use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of Performance Fact's Drug-Free Workplace Policy. Performance Fact shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.
20. COMPLIANCE WITH LAW AND SCHOOL POLICY: The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. Performance Fact shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement; those required by the New York State Department of Education, the Board of Education and/or the District shall be the District's responsibility. In addition, Performance Fact shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to Performance Fact for review in reasonable time in advance of it entering school grounds. Performance Fact will replace within a reasonable time of notice from the District, any

personnel assigned to perform work on District premises in the event the District has a reasonable basis for such request.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

By: *Deborah L. Nathan, Ed.*

Title: *SUPERINTENDENT*

Date: *7/1/16*

**PERFORMANCE FACT, INC.**

By: *Mutiu O. Fagbayi*  
Mutiu O. Fagbayi

Title: *President/CEO*

Date: *June 21, 2016*

**AMENDMENT to AGREEMENT  
by and between  
EAST RAMAPO CENTRAL SCHOOL DISTRICT  
and  
PERFORMANCE FACT, INC.  
to Provide  
Continuation of Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this   1st   day of   August  , 2018 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is a Local Educational Agency (LEA) as that term is defined in Title I and Title IIA of the Elementary and Secondary Education Act of 1965, as amended; and,

WHEREAS, pursuant to Title I and Title IIA, the District as LEA is eligible to expend funds for professional development for school and district leaders in the service of school improvement; and,

WHEREAS, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for continuing the implementation of its three-year comprehensive strategic plan; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2018-19 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: All work will be performed before August 31, 2019. In broad terms, the scope of work is organized under the following three categories:

- **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;
- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2018-2019 school year are as follows:

**A. START OF THE SCHOOL YEAR**

- i. Analyze student performance on state test and identify essential standards and strategies for new school year (i.e., *Getting a Win* process).
- ii. Define key metrics for student learning and key indicators for professional practices; gather baseline data; set annual targets.
- iii. Develop the *Roadmap Calendar* for the new school year.
- iv. Develop the *CPR Card* and *Vital Signs Scorecard* as year-round monitoring tools that provide information about progress on the process/tasks and the outcomes/results, respectively.
- v. Participate in annual leadership retreat to ensure alignment with district-wide priorities for the new school year.

**B. EVERY MONTH**

- i. Conduct leadership capacity-building session for principals and lead-teachers (*Leadership-in-Action Network*).



- ii. Monitor and communicate progress re: implementation of priorities in SCEP/SPSEs and the Roadmap; adjust as needed.
- iii. Collaboratively with each principal, develop *This Month in Focus*, outlining the priorities for each month, and ensuring consistent monitoring of progress.
- iv. Hold status update meeting with the Superintendent (and the leadership team, as appropriate) to share/reflect on insights about school and district progress.

#### C. EVERY 6-12-WEEKS

- i. Compile STAR student benchmark assessment data and curriculum-embedded formative assessments; analyze using 4-Lens® data analysis protocol; prepare district and school level data reports.
- ii. Compile data about effectiveness of professional practices from multiple sources, including: Learning Walks; Leveraged Leadership Inventory; growth & proficiency re: *core instructional strategies*; self-reflection logs; PLCs; etc.
- iii. Conduct Data Summit™ (i.e., evidence-based collaborative analysis of student data and professional practices), and prepare instructional plan for next 6-12-week assessment cycle.
- iv. Collaboratively with each principal, develop the *6-12-week instructional plan* for each assessment cycle.

#### D. MID-YEAR/END-OF-YEAR

- i. Implement the *Getting a Win* targeted plan 30-45 days before start of the state testing cycle.
  - ii. Conduct a comprehensive evaluation of the school year and prepare *Annual Report for the NYSED Commissioner* (and, as appropriate, the State Monitor).
2. PAYMENT: For the services provided during the contractual period, payment shall be made in the amount not to exceed \$169,800. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by

Performance Fact staff. Payment will be made according to the outline of work listed above in parts A through D (under WORK TO BE PERFORMED).

PAYMENTS shall be made in four equal installments of \$42,450 each, according to this schedule:

NOVEMBER 13, 2018: \$42,450

JANUARY 15, 2019: \$42,450

MARCH 19, 2019: \$42,450

MAY 21, 2019: \$42,450

3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

Date: \_\_\_\_\_ 2018

Date: September 21, 2018

EAST RAMAPO CENTRAL SCHOOL DISTRICT

PERFORMANCE FACT, INC.

By: Dulraha Northam, Ed. D.

By: Mutiu Fagbayi

Title: Superintendent

Title: President/CEO



**AMENDMENT to AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Additional and Continuation of Services for School and District Leaders**

---

This Agreement ("Agreement") is entered into this 2<sup>nd</sup> day of August ("Effective Date") by and between the East Ramapo Central School District, with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Oakland, CA ("Performance Fact").

WHEREAS, the East Ramapo Central School District ("District") is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is a Local Educational Agency (LEA) as that term is defined in Title I and Title IIA of the Elementary and Secondary Education Act of 1965, as amended; and,

WHEREAS, pursuant to Title I and Title IIA, the District as LEA is eligible to expend funds for professional development for school and district leaders; and,

WHEREAS, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrator staffs the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for developing a three-year district strategic plan as well as providing professional development for educators in the District; and,

WHEREAS, the District seeks to increase the number of days of Performance Fact services for the 2017-18 year beyond the current terms of the present Agreement; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: All work will be performed before August 31, 2017.
  - A. Provide assistance with curriculum mapping for Regents exam-bearing courses, including data and item analysis.
  - B. Begin 2017-2018 Cabinet/District Leadership Annual Action Planning, including clarifying core work for 2017-2018 school year, extending the planning process to their respective Department-level teams, developing a unified process for monitoring progress (e.g., using the CPR Card), and an implementation calendar, including for Data Summits for Cabinet and district-level departments/units.
  - C. Begin 2017-2018 School-level Annual Action Planning, including working with school leaders to develop 2017-2018 annual action plans, aligned to the state-mandated school improvement plans; developing an implementation calendar for each school, including timeline for school-level 2017-2018 Data Summits, classroom observations, mid-year review, and *Getting a Win on the State Tests* process; and introducing school leaders (and leadership teams, where appropriate) to the online Eye on the Goal tool for monitoring and communicating progress re: their annual action plans.
  - D. Provide assistance in developing a valid & reliable Formative Assessment System by collaborating with District and School level teams to acquire and adapt formative assessments that could be used to support school-level Data Summits, collaborating with the District Team to build system that can collect and organize STAR assessment data at the District and school levels to be used in Four Lens Analysis of Student Data, collaborating with District and School Teams to acquire and adapt measures for soft skills such as student efficacy to be used next year as a key component of our Leadership in Action Work, and building District and School staff's capacity to use monitoring tools such as Build Up and CPR.
2. PAYMENT: For the additional services provided, payment shall be made in the amount not to exceed \$27,200. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed below.

- A. Curriculum Mapping: Payment for 5 onsite days @ \$1,200/day, and 8 offsite days @ \$800/day, discounted rate (\$12,400 total);
- B. Cabinet/District Leadership Annual Action Planning: Payment for 1 onsite day @ \$1,800/day, discounted rate and 1 offsite day @ \$1,200/day (\$3,000 total);
- C. School-level Annual Action Planning: Payment for 1 day @ \$1,800 /day and 2 offsite days @ \$1,200/day (\$4,200 total);
- D. Formative Assessment System: Payment for 3 worksite days @ \$1,200/day and 5 offsite days @ \$800/day (\$7,600 total);

3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

Date: August 31 2017

Date: \_\_\_\_\_ 2017

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: Supraad. Natham, Ed. D

By: Mutru Zagbayi

Title: Superintendent

Title: President / CEO

**AMENDMENT to AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Continuation of Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this 26<sup>th</sup> day of Sept., 2017 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is a Local Educational Agency (LEA) as that term is defined in Title I and Title IIA of the Elementary and Secondary Education Act of 1965, as amended; and,

WHEREAS, pursuant to Title I and Title IIA, the District as LEA is eligible to expend funds for professional development for school and district leaders in the service of school improvement; and,

WHEREAS, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for continuing the implementation of its three-year comprehensive strategic plan; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2017-18 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:



1. WORK TO BE PERFORMED: All work will be performed before August 31, 2018. In broad terms, the scope of work is organized under the following three categories:

- **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;
- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2017-2018 school year are as follows:

**A. START OF THE SCHOOL YEAR**

- i. Analyze student performance on state test and identify essential standards and strategies for new school year (i.e., *Getting a Win* process).
- ii. Define key metrics for student learning and key indicators for professional practices; gather baseline data; set annual targets.

**B. EVERY MONTH**

- i. Conduct leadership capacity-building session for principals and lead-teachers (*Leadership-in-Action Network*).
- ii. Monitor and communicate progress re: implementation of priorities in SCEP/SPSEs and the Roadmap; adjust as needed.

**C. EVERY 6-12-WEEKS**

- i. Compile STAR student benchmark assessment data and curriculum-embedded formative assessments; analyze using 4-Lens® data analysis protocol; prepare district and school level data reports.
- ii. Compile data about effectiveness of professional practices from multiple sources, including: Learning Walks; Leveraged Leadership Inventory; growth & proficiency re: *four core instructional strategies*; self-reflection logs; PLCs; etc.
- iii. Conduct Data Summit™ (i.e., evidence-based collaborative analysis of student data and professional practices), and prepare instructional plan for next 6-12-week assessment cycle.

D. MID-YEAR/END-OF-YEAR

- i. Implement the *Getting a Win* targeted plan 30-45 days before start of the state testing cycle.
  - ii. Conduct a comprehensive evaluation of the school year and prepare *Annual Report for the NYSED Commissioner* (and, as appropriate, the State Monitor).
2. PAYMENT: For the services provided during the contractual period, payment shall be made in the amount not to exceed \$169,800. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed above in parts A through D (under WORK TO BE PERFORMED).

PAYMENTS shall be made in four equal installments of \$42,450 each, according to this schedule:

NOVEMBER 13, 2017:	\$42,450
JANUARY 15, 2018:	\$42,450
MARCH 19, 2018:	\$42,450
MAY 21, 2018:	\$42,450



3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

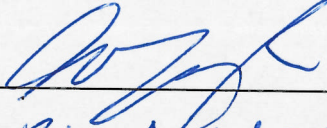
Date: 9/27 2017

Date: Sept 26, 2017

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: 

By: 

Title: PRESIDENT, BOARD OF EDUCATION

Title: President / CEO

**AMENDMENT to AGREEMENT**  
**by and between**  
**EAST RAMAPO CENTRAL SCHOOL DISTRICT**  
**and**  
**PERFORMANCE FACT, INC.**  
**to Provide**  
**Continuation of Services for Strategic Planning**

---

This Agreement ("Agreement") is entered into this 26<sup>th</sup> day of Sept., 2017 ("Effective Date") by and between the East Ramapo Central School District (the "District"), with its principal place of business located at 105 South Madison Avenue, Spring Valley, New York 10977 and Performance Fact, Inc., a California corporation located at 333 Hegenberger Rd., Suite 204, Oakland, CA ("Performance Fact").

WHEREAS, the District is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is a Local Educational Agency (LEA) as that term is defined in Title I and Title IIA of the Elementary and Secondary Education Act of 1965, as amended; and,

WHEREAS, pursuant to Title I and Title IIA, the District as LEA is eligible to expend funds for professional development for school and district leaders in the service of school improvement; and,

WHEREAS, Performance Fact is a corporation duly authorized to conduct business in New York State which provides professional development and technical assistance services to entities including school districts; and,

WHEREAS, the District and Performance Fact are parties to a valid and binding contract (herein "Agreement"), dated July 1, 2016, through which Performance Fact provides professional development services to the teaching and administrative staffs in the District's public schools; and,

WHEREAS, the District seeks facilitation, professional development, and technical assistance services for continuing the implementation of its three-year comprehensive strategic plan; and,

WHEREAS, the District seeks to continue to contract with Performance Fact for said services for the 2017-18 year; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:



1. WORK TO BE PERFORMED: All work will be performed before August 31, 2018. In broad terms, the scope of work is organized under the following three categories:

- **Planning & Alignment**, including analysis of student data; development of annual action plans linked to the state SCEP and SPSE improvement plans, and development of an implementation *Roadmap* calendar;
- **Performance Management**, including continuous monitoring of the comprehensive strategic plan and school improvement plans; development of key metrics (or scorecards) of student learning and professional practices; and facilitation of Data Summit™ process;
- **Leadership-in-Action**, including capacity-building for principals and lead-teachers; coaching and ongoing technical assistance for the Superintendent and District leadership.

More specifically, the key actions and deliverables for 2017-2018 school year are as follows:

**A. START OF THE SCHOOL YEAR**

- i. Analyze student performance on state test and identify essential standards and strategies for new school year (i.e., *Getting a Win* process).
- ii. Define key metrics for student learning and key indicators for professional practices; gather baseline data; set annual targets.

**B. EVERY MONTH**

- i. Conduct leadership capacity-building session for principals and lead-teachers (*Leadership-in-Action Network*).
- ii. Monitor and communicate progress re: implementation of priorities in SCEP/SPSEs and the Roadmap; adjust as needed.

**C. EVERY 6-12-WEEKS**

- i. Compile STAR student benchmark assessment data and curriculum-embedded formative assessments; analyze using 4-Lens® data analysis protocol; prepare district and school level data reports.
- ii. Compile data about effectiveness of professional practices from multiple sources, including: Learning Walks; Leveraged Leadership Inventory; growth & proficiency re: *four core instructional strategies*; self-reflection logs; PLCs; etc.
- iii. Conduct Data Summit™ (i.e., evidence-based collaborative analysis of student data and professional practices), and prepare instructional plan for next 6-12-week assessment cycle.

**D. MID-YEAR/END-OF-YEAR**

- i. Implement the *Getting a Win* targeted plan 30-45 days before start of the state testing cycle.
  - ii. Conduct a comprehensive evaluation of the school year and prepare *Annual Report for the NYSED Commissioner* (and, as appropriate, the State Monitor).
2. **PAYMENT:** For the services provided during the contractual period, payment shall be made in the amount not to exceed \$169,800. This amount shall be a maximum total cost for all work and includes all expenses including travel, accommodations, meals, and supplies. Work will consist of face-time meetings and work sessions with District administrators and school principals, virtual meetings via web-based meeting platforms, and off-site work by Performance Fact staff. Payment will be made according to the outline of work listed above in parts A through D (under WORK TO BE PERFORMED).

PAYMENTS shall be made in four equal installments of \$42,450 each, according to this schedule:

NOVEMBER 13, 2017:	\$42,450
JANUARY 15, 2018:	\$42,450
MARCH 19, 2018:	\$42,450
MAY 21, 2018:	\$42,450



3. OTHER TERMS REMAIN IN EFFECT: Except as otherwise amended and set forth in this amendment, all terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

Date: 9/27 2017

Date: Sept 26, 2017

**EAST RAMAPO CENTRAL SCHOOL DISTRICT**

**PERFORMANCE FACT, INC.**

By: [Signature]

By: [Signature]

Title: PRESIDENT, BOARD OF EDUCATION

Title: President/CEO