



PERFORMANCE *fact*, INC.

Developing leaders. Transforming Practices. Inspiring Results.

Agreement between
HARRISBURG SCHOOL DISTRICT (Harrisburg, PA)
and PERFORMANCE FACT, Inc.
regarding Disciplined Implementation & Leadership for Results

BACKGROUND

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **HARRISBURG SCHOOL DISTRICT** ("Client"). It has been prepared in order to align Performance Fact and the Client on common purpose and to ensure outcomes that are fair and just for all parties.

1. PARTIES

This Agreement is made in October 2021 between the Client and Performance Fact, Inc. The project manager for the Client is Mr. Eric Turman, Superintendent of Schools. The project manager for Performance Fact, Inc. is Mr. Mutiu Fagbayi, President/CEO. This Agreement covers the period from October 2021 to June 2022. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

(See Exhibit A, attached)

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **\$40,000** for professional services according to the estimates and scope of work outlined in *Exhibit A*.

The amount will cover fees for professional services and expenses associated with the project, including development and preparation of tools and resources, facilitation of professional learning sessions, report compilation, and ongoing communication with the Superintendent and core participants in the deliverables described in *Exhibit A*.

4. RESCHEDULING/CANCELLATION POLICY

Rescheduling/Cancellations of Specific Events/Activities per Contract:

- More than 30 days prior to scheduled date: No additional charge
- Less than 30 days before scheduled date: \$500 additional fee payable by Client.

5. LOGISTICS

The Client or its designee(s) will oversee all logistics related to meetings, workshops and other gatherings associated with this project, including participants' access to zoom (or equivalent) web conferencing, when applicable.

6. PAYMENT SCHEDULE

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

December 1, 2021	\$8,000
February 1, 2022	\$8,000
March 1, 2022	\$8,000
April 1, 2022	\$8,000
May 1, 2022	\$8,000

7. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or a breach of this Agreement, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation through the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

In the event the dispute is not resolved by mediation, the parties agree to resolve the conflict through arbitration under the rules of the American Arbitration Association.

8. EQUAL EMPLOYMENT OPPORTUNITY

Performance Fact does not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.

9. OWNERSHIP OF MATERIALS

Performance Fact will be using propriety material during portions of the Contract. Such material shall remain the exclusive property of Performance Fact, and shall not be further disseminated without the express written consent of Performance Fact. In the event written permission is granted, acknowledgement of source for all Performance Fact proprietary materials, tools, processes, etc. is required.

CONTRACT TERMS ACCEPTED:

PERFORMANCE FACT SIGNATORY

MUTIU O. FAGBAYI

Name



Signature

President/CEO

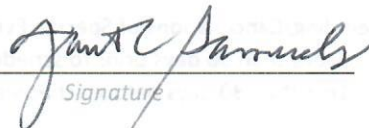
Title

October 27, 2021

HARRISBURG SD SIGNATORY

Janet C. Samuels

Name (Please Print)



Signature

Receiver

Title

11/15/2021

Date

Scope of Professional Services
Harrisburg School District

Harrisburg, Pennsylvania

Mr. Eric Turman

Superintendent of Schools

DISCIPLINED IMPLEMENTATION
&
LEADERSHIP FOR RESULTS

Proposed by:

Performance Fact, Inc.

Mutiu O. Fagbayi, President/CEO

27 October 2021

BACKGROUND

Harrisburg School District is in the process of implementing the **Recovery Plan** developed by the Pennsylvania Department of Education (PDE) as the roadmap for re-positioning the district “in good standing” academically and fiscally. The Recovery Plan outlines specific goals and strategies which the district leadership is expected to implement in order to attain the benchmarks of progress set by PDE and the Commonwealth of Pennsylvania. A *Receiver* as well as a *Chief Recovery Officer* oversee and guide the Superintendent in this regard.

A results-focused plan is the first step towards realizing desired outcomes for student learning and achievement. However, without disciplined implementation, a plan flounders and may not live up to its promise. Therefore, after you “plan the work,” then, you must “work the plan” to achieve desired results.

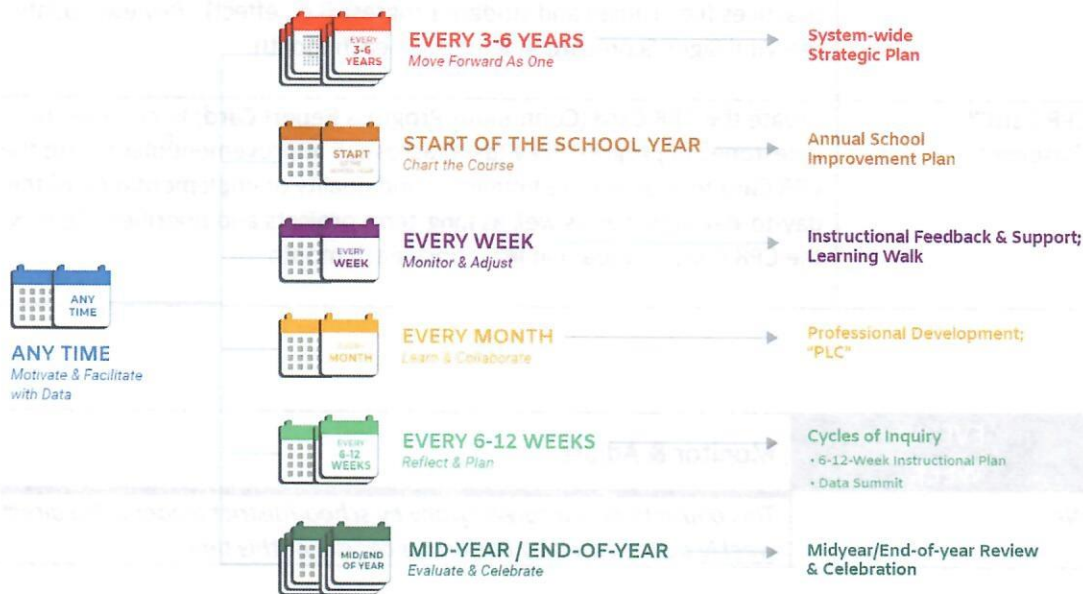
This Proposal outlines the professional services that Performance Fact, Inc. will provide to **Harrisburg School District** in support of the district’s efforts relative to the **Academic Performance** expectations in the Recovery Plan. Specifically, the Proposal approaches the project along three tracks:

- **Community Alignment & Trust** __ Providing the Superintendent executive coaching and technical assistance to (re)frame the Recovery Plan in ways that would engender buy-in and commitment of Harrisburg SD stakeholders;
- **Disciplined Implementation** __ Providing guidance, tools and resources to facilitate focused execution of the Recovery Plan, particularly at the school and district levels;
- **Leadership for Results** __ Strengthening leadership capacity-to-deliver through executive coaching for the Superintendent and building a more effective “leadership bench” at the school and district levels.

Turning good intentions into stronger results for students demands disciplined implementation at every level: every classroom, every school, every department, at home and in the community. The primary responsibility for making sure that everything comes together to produce sustainable results rests primarily on leadership effectiveness at the district and school levels.

IMPLEMENTATION DESIGN

The **Roadmap for Disciplined Implementation** is a step-by-step process for implementing action plans. By dividing the work into discrete, calendar-driven chunks, leaders and practitioners can significantly reduce the “implementation gap” often associated with improvement plans.



SCOPE & SEQUENCE

START OF THE SCHOOL YEAR	Chart the Course
“Listening Tours” to strengthen community buy-in and commitment	<p>Guide the Superintendent and district leaders in enhancing the commitment of Harrisburg School District’s stakeholders in the successful implementation of the HSD Recovery Plan; <i>in a way that:</i></p> <ul style="list-style-type: none"> • focuses on the Academic Performance priorities identified in the Recovery Plan; • embraces diverse stakeholder voices in authentic conversations about the district’s future; • integrates the Superintendent’s Entry Plan; • details a clear implementation roadmap for continuous monitoring of progress, strengthening leadership for results, and keeping stakeholders informed.
School-level Continuous Improvement Plan	Update/Revise the annual continuous improvement plan to reflect explicit student achievement targets, practices and strategies, and professional development and collaboration themes for the year, in alignment with the expectations in the Recovery Plan.
District-level Annual	Align district-level priorities and milestones to the data-informed needs

Operational Plan	identified in the school-level improvement plans, including explicit details about how they will support school-level implementation and advance progress towards the expectations in the Recovery Plan.
Vital Signs Scorecard™ (Baseline)	Develop the Vital Signs Scorecard, or a dashboard of key indicators of progress regarding student learning, teaching practices, leadership practices, and organizational practices, aligned to the Recovery Plan. The Vital Signs Scorecard offers timely, evidence-based feedback about adult practices (i.e., cause) and student progress (i.e., effect). Review/update the Vital Signs Scorecard at least once each month.
CPR Card™ (Baseline)	Create the CPR Card (<u>C</u> ontinuous <u>P</u> rogress <u>R</u> eport <u>C</u> ard) to compile the milestones of progress (key tasks) across all improvement plans. Use the CPR Card to monitor the timeliness and quality of implementation of the day-to-day activities as well as long-term projects and priorities. Review the CPR Card as a team at least once each month.

EVERY WEEK	Monitor & Adjust
NA	<i>This phase to be executed locally by school/district leaders. No direct <u>weekly</u> activities led by Performance Fact at this time.</i>

EVERY MONTH	Learn & Collaborate
Leadership in Action Network™	Participate in proficiency-based continuous leadership learning through the Leadership-in-Action Network sessions each month, with participation by a team of school and district leaders and managers (teacher-leaders may be invited to participated occasionally, as appropriate). The Leadership in Action Network strengthens the capacity of leaders to facilitate disciplined implementation and coherence across the entire school system.

EVERY 6-12-WEEKS	Reflect & Plan
Data Summit™	<p>At the end of each 6-12-week cycle, compile data about student learning and professional practices, based on the priorities identified in the instructional plan for the cycle. Use the Data Summit protocol to:</p> <ul style="list-style-type: none"> Analyze student learning Examine professional practices and strategies Draw conclusions and plan for the next cycle <p>Data sources for the Data Summit include instructional monitoring logs, formative/benchmark assessments, CPR Card and Vital Signs Scorecard.</p>

MID-YEAR & END-OF-YEAR	Evaluate & Celebrate
Learning Leaders' Journal	Compile an end-of-year report relative to the priorities in the annual school-level and district-level continuous improvement plans, including identification of priorities to be considered in the continuous improvement plans for the next school year.

FEES FOR PROFESSIONAL SERVICES

Core Participants

- Superintendent
- All building principals
- Cabinet/Department leaders focused on "teaching-&-learning"
- Selected teacher-leaders (when appropriate; e.g., during Data Summits)
- Selected community stakeholders and "influencers"

Fees*

Professional fees & expenses	\$52,000
<i>Less discount (~33%)</i>	<i>(\$12,000)</i>
Total Contract Amount	\$40,000

* All sessions presumed to be virtual/remote, via zoom or equivalent.
Includes access to online Eye on the Goal™ tools and resources.



Agreement between
HARRISBURG SCHOOL DISTRICT (Harrisburg, PA)
and **PERFORMANCE FACT, Inc.**
regarding **ANALYSIS OF STUDENT DATA**

BACKGROUND

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **HARRISBURG SCHOOL DISTRICT** ("Client"). It has been prepared in order to align Performance Fact and the Client on common purpose and to ensure outcomes that are fair and just for all parties.

1. PARTIES

This Agreement is made in June 2022 between the Client and Performance Fact, Inc. The project manager for the Client is Mr. Eric Turman, Superintendent of Schools. The project manager for Performance Fact, Inc. is Mutiu Fagbayi, President/CEO. This Agreement covers the period from July 1, 2022 to August 31, 2022. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

- Capacity-building for Superintendent, Cabinet, and school leaders regarding analysis and interpretation of student data from multiple sources, based on the **4-Lens Protocol** (see attached *Exhibit A*.)
- Coaching and support for Superintendent and designee regarding design of key tools and processes for analyzing student data.

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **\$10,000** for professional services.

The amount will cover fees for professional services and expenses associated with the project, including, development and compilation of presentation materials and ongoing communication with the Superintendent.

4. RESCHEDULING/CANCELLATION POLICY

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6. PAYMENT SCHEDULE

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

Invoicing Cycle	Amount
August 31, 2022	\$10,000

7. DISPUTE RESOLUTION

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CONTRACT TERMS ACCEPTED:

PERFORMANCE FACT SIGNATORY

MUTIU O. FAGBAYI

Name



Signature

President/CEO

Title

June 26, 2022

HARRISBURG SD SIGNATORY

Name (Please Print)



Signature

Title

Date

4-Lens Analysis of Student Data

Data tells “symptoms”; the underlying “problem” is often less obvious. To be most useful, data must be transformed into information through:

- Reviewing multiple kinds and sources of data (i.e., diagnostic, formative, summative, perceptual)
- Disaggregated analysis
- Problem-solving processes, such as root-cause analysis
- Informed discourse among practitioners and stakeholders

In the medical fields, physicians use Magnetic Resonance Imaging (MRI) to visualize internal structures in great detail. An MRI machine produces a number of images, or “slices” of parts of the human body. The various slices can then be reconstructed to develop a more detailed understanding of the whole of the scanned area of the body.

Performance Fact’s 4-Lens Analysis of Student Data process works in a similar manner. The 4-Lens process is a simple but comprehensive way to

probe all kinds of student data, including data from benchmark assessments, state tests, survey data, attendance and disciplinary data, etc. By looking at the data through “four lenses,” practitioners will acquire a richer understanding of “what the data says.”

Lens 1: GROWTH focuses on “value-added” in learning and achievement for identical group of students or cohort.

Lens 2: CONSISTENCY investigates learning and achievement for different groups of students, or non-cohort.

Lens 3: EQUITY provides insights into the learning and achievement by students by subgroup.

Lens 4: STANDARDS tells us about student mastery of the academic standards that would prepare them for success at the next level.



By “looking through the data” from four perspectives, the 4-Lens process provides practitioners with more insightful information about student learning and achievement.

The 4-Lens Analysis of Student Data is the first step of Performance Fact’s Data Summit™ methodology. The second step of the Data Summit™ is evidence-based examination of the effectiveness of teaching practices, leadership practices and organizational practices, because they are the precursors to student learning.

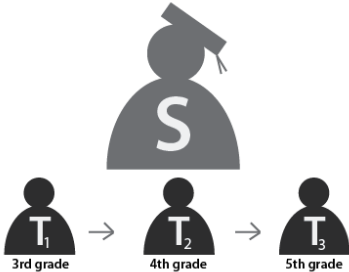
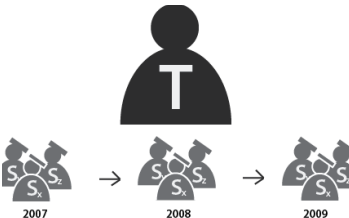
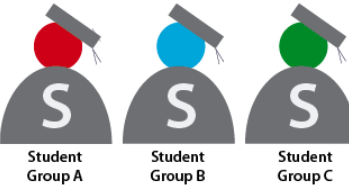
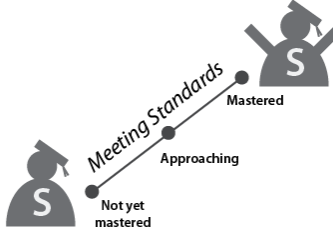
Whether your findings about the implementation cycle that just ended turn out to be encouraging or concerning, you will have another chance to choose again; another opportunity to make conscious decisions about your priorities for student learning and professional practices for the next 6-to-12 week implementation cycle. Such disciplined implementation significantly enhances your chances of accomplishing your student learning goals for the school year.

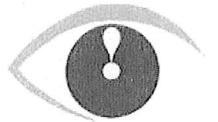
WHAT YOU WILL DO

- **ORGANIZE** your student data, making sure you consider student vital signs from multiple sources.
- **PROBE** your student data in depth, using a series of 4-Lens guiding questions.
- **MAKE** inferences about “what the data says”.
- **IDENTIFY** your highest priority Areas of Strength and Areas of Concern based solely on student data.



4-Lens Analysis of Student Data

Lens 1 GROWTH		<p>Did achievement improve for identical groups of students (i.e., cohort) from one assessment period to the next?</p>	<p>Example: 2008 4th grade vs. 2009 5th grade vs 2010 6th grade or 2010 1st vs. 2nd benchmark assessments</p> <p>Example: 2004 5th grade IEP students vs 2007 8th grade vs. 2010 11th grade</p>
Lens 2 CONSISTENCY		<p>Are results consistent for different groups of students at the same grade-level or same subject from one assessment period to the next?</p>	<p>Example: 2007 3rd grade vs. 2008 3rd grade vs. 2009 3rd grade or 2009 vs. 2010 9th grade attendance rates</p> <p>Example: 2010 results for Teacher A vs. Teacher B vs. Teacher C or 2009 6th vs. 7th vs. 8th grade results</p>
Lens 3 EQUITY		<p>Is the “achievement gap” closing among student groups, regardless of background, condition or circumstance?</p>	<p>Example: 2009 vs. 2010 data by student subgroup</p> <p>Example: Proficiency rates for Male vs. Female; White student vs. other subgroups; IEP vs. “regular ed” students</p>
Lens 4 STANDARDS		<p>How are students progressing with the essential skills and concepts (i.e., standards) necessary for success at the next level?</p>	<p>Example: Percentage of students scoring 70% or higher on at least 85% of the Standards on benchmark test #1</p> <p>Example: Percentage of students scoring 70% or higher on the Standards on benchmark tests #1 vs. #2</p>



PERFORMANCE

fact

INVOICE

Performance Fact, Inc.
4022 Balfour Ave
Oakland, CA 94610
(510)568-7944
contact@performancefact.com
www.performancefact.com

BILL TO

Harrisburg School District
1601 State Street
Harrisburg, PA 17103

INVOICE # 1575

DATE 08/15/2022

DUE DATE 09/14/2022

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Services - Strategic Planning	1	10,000.00	10,000.00

Invoice 1 of 1

BALANCE DUE

\$10,000.00

21024