

4. RESCHEDULING/CANCELLATION POLICY

Rescheduling/Cancellations of Specific Events/Activities per Contract:


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

5. LOGISTICS

The Client or its designee(s) will oversee all logistics related to meetings, workshops and other gatherings associated with this project, including securing meeting location, room set-up and clean-up, A/V equipment, refreshments, etc.

6. PAYMENT SCHEDULE

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



May 15, 2011	\$12,950
June 15, 2011	\$5,000
July 15, 2011	\$5,000

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.



PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

Our Reference #: NJ-LONG BRANCH PUBLIC SCHOOLS-SAP-2010/2011

**Agreement between
LONG BRANCH PUBLIC SCHOOLS (Long Branch, NJ)
and PERFORMANCE FACT, Inc.
regarding Development of the System-wide Strategic Plan**

BACKGROUND

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

1. PARTIES

This Agreement is made in March 2011, between **Long Branch Public Schools** and Performance Fact, Inc. The project manager for **Long Branch Public Schools** is Mr. Michael Salvatore, Assistant Superintendent. The project manager for Performance Fact, Inc. is Mr. Mutiu Fagbayi, President/CEO. This Agreement covers the period from April 2011 to August 2011. It is generally understood that additional individuals designated by the **Long Branch Public Schools** and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

(See Exhibit A, Scope of Professional Services)

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **\$22,950** 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, including, but not limited to: travel, lodging, meals, consultation/facilitation, development and compilation of the documents, and reviews with stakeholders and policymakers. Costs associated with participation by non-Performance Fact personnel/stakeholders, meeting expenses, AV/technology expenses, etc. are not included in the total, and are the responsibility of the Client.

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



CONTRACT TERMS ACCEPTED:

Mutiu O. Fagbayi

Name

Performance Fact Authorized Representative

President/CEO

Title

Date

Please direct all inquiries to:

Performance Fact, Inc.

Attention: Mutiu Fagbayi

333 Hegenberger Road, Suite 204

Oakland, CA 94610

Office (510) 568-7944

Fax (510) 568-7991

mutiuf@performancefact.com

Peter E. Genovese III

Name (Please Print)

Client's Authorized Representative

School Business Administrator/

Title **Board Secretary**

Date

732-571-2868 ext. 40100

Telephone Number

732-229-0797

Fax Number

pgenovese@longbranch.k12.nj.us

Email Address



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Building leadership for courageous and accountable action in public education

Exhibit A

Scope of Professional Services

LONG BRANCH PUBLIC SCHOOLS

Long Branch, New Jersey

Moving Forward as One!™

Development of System-wide Strategic Alignment Plan

Submitted by:

Performance Fact, Inc.

Mutiu O. Fagbayi, President/CEO

17 March 2011

Success does not happen by accident; high-performing schools and education systems do not come about “by chance”. Consistent performance is the outcome of a disciplined approach to executing the essential functions of a school system, a school, or a team.

Those functions include: setting the goal, aligning resources to the goal, motivating personal and organizational commitment to the goal, building capabilities, communicating progress, nurturing continuous improvement and innovation, and ensuring incentives and accountability for performance. (See Figure 1)

Making all these pieces come together to produce desired results for your school, team or organization is a core responsibility of leadership. Furthermore, “making them stick” through organizational or environmental changes, community ‘upheavals’ or multiple generations of leadership requires careful attention to the *five conditions* illustrated in Figure 1. The competencies required to master that responsibility could be learned by any committed leader or leadership team.

Figure 1.

FIVE CONDITIONS FOR SUSTAINABLE SYSTEMIC IMPROVEMENT



© Performance Fact, Inc. (2008)

Proposed Work Plan

MOVING FORWARD AS ONE!™

Development of the System-wide Strategic Alignment Plan

WHY PLAN?

A primary aim of planning is to facilitate **unity of purpose**, or **alignment**. Alignment is the process of reaching mutual understanding about common goals. It gives shared meaning to the work of the school or school district, thereby enabling successful accomplishment of the goals of the organization.

Alignment, like a magnet, is a force that coalesces and focuses all stakeholders and propels them forward as one. Alignment ensures that the organization is in balance; it makes certain that all parts and all parties 'fit' well together and are moving in the same direction.

The absence of alignment, i.e., *misalignment*, is "conflict" – among people, programs, processes, resources, etc. Like an automobile out of alignment, misaligned schools or districts develop serious problems when underlying issues are not addressed in a timely manner. They become difficult to 'steer;' the 'parts' rub against one another, generating 'heat' and producing 'friction' and rapid 'wear-&-tear.' In sum, such organizations operate at less-than-peak performance, and the results they produce are often inconsistent.

A disciplined framework for planning is a vital tool for bringing about alignment of people, programs, processes and resources. The resulting plan offers a coordinated roadmap for continuous improvement of educational practices and student achievement. Such a plan is, in reality, an expression of the school or school district's fondest wishes for students, staff and stakeholders.

Without a plan, there is no focus or clear direction. A results-focused plan is the first step toward making the future you envision become a reality.

FIVE BUILDING BLOCKS OF THE STRATEGIC ALIGNMENT PLAN

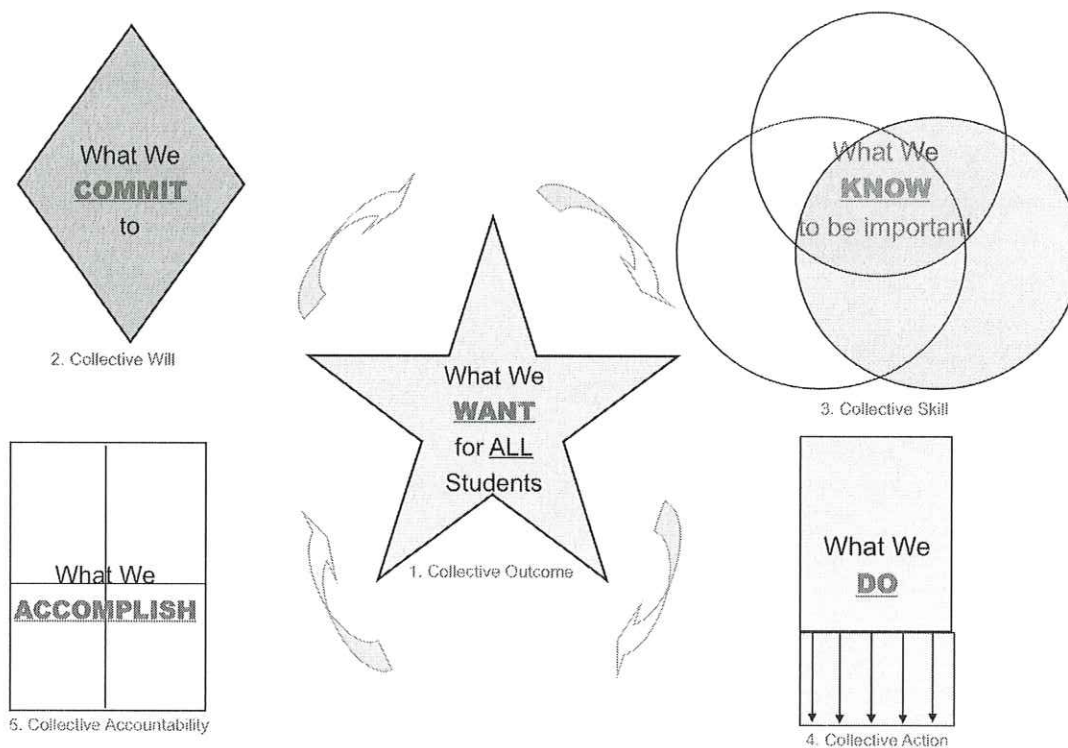
Performance Fact's strategic planning framework consists of *five building blocks* (Figure 2).

1. "What we **WANT** for all students" – The educational outcomes we desire for all students, consisting of the **goal** and the **vital signs** of student progress.
2. "What we **COMMIT** to" – The **vision**, **mission**, and **timeless ideals** (shared values) of the organization.
3. "What we **KNOW** to be important" – The **high-leverage educational practices** that define the capabilities we need and must develop in order to accomplish our goals.

4. "What we **DO**" – The **action sequence ... in 1-2-3-4-5** steps that delineate the specific tasks that must be completed.

5. "What we **ACCOMPLISH**" – The **milestones of progress** that define up front how we will know that we are making steady progress towards accomplishing our goals.

Figure 2. Five Building Blocks of the Strategic Planning Process



WHAT WE WILL DO, WHAT YOU WILL GET

The primary products of the strategic planning Strand are as follows:

1. An easy-to-understand three-year Strategic Plan document that clarifies the district's and community's goal for student learning; the roadmap for accomplishing the goal; and the milestones of progress towards the goal.
2. Alignment of the strategic plan with state-mandated planning requirements, developed collaboratively with appropriate district personnel.
3. Development of the implementation roadmap, to ensure follow-through on the priorities outlined in the strategic plan.

Table 1 details the core activities and timeline for the strategic planning process.

Table 1. Proposed Timeline & Stakeholder Engagement for Strategic Planning Process

WHEN	WHAT	WITH/BY WHOM
Phase 1: "Is everyone ready to go?" -- Mobilization of the entire school community to provide information about the strategic planning process, solicit input, and agree on the path forward.		
April – May '11	<ul style="list-style-type: none"> • Conduct a pre-planning session with Superintendent (and selected groups identified by Superintendent) to determine specific strategic planning timeline, deliverables, and engagement process. • Identify Core Strategic Planning Team Membership (i.e., Superintendent & Cabinet; broad-based representatives of the district's internal and external stakeholders, as appropriate). • Identify specific communication methods to inform the school community of the strategic planning process with opportunities for input (i.e. web site, surveys, town meeting schedules). 	<ul style="list-style-type: none"> • Superintendent • Board of Education • Cabinet / Directors • Strategic Planning Core Team • (Selected Parent/Community Leaders; TBD)
Phase 2: "Where are we now?" – Data-driven assessment of current state, in such areas as: student growth and academic achievement; trust; effectiveness of teaching-&-learning; management and organization of operations and resources; and extent to which a high-trust, standards-driven, accountable culture is evident.		
April – May '11	<p>Conduct Planning session with district Core Strategic Planning Team:</p> <ul style="list-style-type: none"> • (Optional) Conduct survey of representative sample of stakeholders to assess current state of teaching practices, leadership practices and organization practices. • Analyze Current State of Student Learning and identify the Highest-Priority Student Achievement areas of Strength and areas of Concern. • Discover the underlying causes ("root causes") of the Current State of student achievement by evaluating the current state of teaching practices, leadership practices and organizational practices. 	<ul style="list-style-type: none"> • Strategic Planning Core Team

Phase 3: "Where are we going?" – Unity of purpose regarding the desired state for the district, including: clarifying purpose and core beliefs; setting 'achievable stretch' goal for student learning; selecting the vital signs of student progress; and affirming trust in the goal.		
April – May '11	<ul style="list-style-type: none"> Strengthen trust and authentic relationships among participants and identify the conditions for building a high-trust organization. Clarify the goal and vital signs for student learning and achievement. Reaffirm (or modify) district mission, vision and core values (as needed). 	<ul style="list-style-type: none"> Strategic Planning Core Team
Phase 4: "Is everyone still with us?" -- A 'reality check' to enroll stakeholders, including sharing status of the planning process; assessing buy-in and commitment to the Goal and vital signs of student learning; soliciting feedback regarding mission, mission and shared values; and requesting individual and group commitment to the next steps.		
May – June '11	<ul style="list-style-type: none"> Develop <i>Briefing Packets</i> to be used during 'reality check' sessions with stakeholder groups. Provide training and orientation for Strategic Planning Core Team members regarding how to conduct effective 'reality check' sessions with stakeholders. Hold "Reality Check" sessions with critical stakeholders, as prescribed by the Superintendent. Potential stakeholders might include Board of Education; site administrators; teachers and staff; union leadership; parent leadership; business/community leadership; student leadership. Compile and analyze feedback from 'reality check' sessions, and determine modifications/adjustments to work-to-date based on the stakeholder feedback. 	<ul style="list-style-type: none"> Superintendent Board of Education Cabinet / Directors Strategic Planning Core Team (Selected Parent/Community Leaders
Phase 5: "How are we going to get there?" – Key capabilities we need and must develop to achieve the goal. This includes learning about what is important and what works; selecting strategies and programs that fit the school and district and offer the best opportunity for achieving the goal; and outlining key activities and tasks.		
May – June '11	<ul style="list-style-type: none"> Identify the high-leverage <i>educational</i> Strategic Priorities and Programs, i.e., the educational capabilities we need and must develop in order to accomplish the goal, in areas such as: standards-aligned instructional system; accelerated interventions; professional learning and collaboration; high expectations; needs-based resource allocation; safe climate for learning and work; strong relationships with parent and family. Identify the high-leverage <i>infrastructural</i> Strategic Priorities and Programs (i.e., <i>operations, supports and services</i>), in areas such as: facilities; fiscal; human resources; teacher induction; technology; planning; etc. Ensure alignment of proposed strategic priorities with the state-level requirements for district improvement 	<ul style="list-style-type: none"> Strategic Planning Core Team

	plans (as appropriate). <ul style="list-style-type: none"> • Compile the first draft of the high-leverage strategic priorities and programs. • Outline process and 'briefing packet' for sharing draft strategic priorities and programs with selected stakeholders for feedback. 	
Phase 6: <i>"Have we aligned our resources with the Action Plan?" and "How do we keep our eye on the prize, nurture the spirit, and stand up for the outcomes we produce?"</i> -- Allocation (or re-allocation) of people and resources based on the priorities outlined in the Action Plan and accompanying performance accountability guidelines		
June – July '11	<ul style="list-style-type: none"> • Align district resources (people, time and money) to the priorities of the Strategic Plan • Propose modifications to the district school improvement planning and central operational planning processes. • Develop guidelines and processes for ensuring performance accountability at all levels, including processes for continuous monitoring and evaluation; interventions and mid-course corrections; and recognition and celebration of accomplishments. 	<ul style="list-style-type: none"> • Superintendent • Board of Education • Cabinet / Directors • Strategic Planning Core Team • Selected Parent/Community Leaders
Phase 7: <i>"Do we have the support of our leaders and policymakers?"</i> -- Leadership approval of and commitment to the goal, including provision of district resources, assistance with mandates outside the school's direct influence, and facilitation of community supports and services.		
July – August '11	<ul style="list-style-type: none"> • Complete final strategic plan. Begin discussion with Superintendent regarding disciplined implementation of the strategic plan and "making the form fit the function" (e.g., alignment of annual school improvement and district annual operating planning processes; continuous monitoring; accountability for results; etc.). • Facilitate formal approval of the strategic plan by the Board, and formal rollout to all stakeholders. • Define focus of early-implementation phase and facilitate execution of the selected recommendations. • Define preliminary priorities for Year 1 of the strategic plan (including performance objectives and milestones of progress for schools and central office units; process for monitoring progress throughout the school year; calendar and framework for status reports to the Board and community every trimester; etc.). 	<ul style="list-style-type: none"> • Board of Education • Superintendent • Cabinet/Directors • Strategic Planning Core Team

Total Professional Fees for Strategic Planning = \$22,950.00



PERFORMANCE *fact*, Inc. |

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fax 510-568-7991

Created in 1997 by Mutiu Fagbayi, PERFORMANCE *fact* is a culturally diverse team of professionals with proven expertise in teaching, research, educational leadership, organizational development and the corporate sector.

Our sole commitment and "soul purpose" is supporting educational leaders with a system of solutions for building stronger schools and accelerating learning for all students....from thought to results.

Our Team values collaborative learning, innovation and the entrepreneurial spirit. We encourage debate and inquiry, because they lead to better ideas and professional growth. Our rich experience, diverse backgrounds and open mindedness make it easy for us to work effectively with educators and their communities at the state, district and school levels.

Board Approved
May 3, 2011

N. **SUPERINTENDENT'S REPORT (continued)**

29. **ESTABLISHMENT OF PETTY CASH ACCOUNTS 2011-2012 SCHOOL YEAR**

I recommend the Board approve the following Petty Cash Account for the school year 2011-2012.

Business Office

\$ 2,000.00

30. **RE-ADOPTION OF SOP/IC MANUAL**

I recommend the Board re-adopt the Standard Operational Procedure and Internal Control manual.

31. **RE-APPROVAL OF SEHBP WAIVER OF COVERAGE**

I recommend the Board re-approve the State Health Benefits waiver of coverage policy.

32. **RE-APPROVAL OF FLEXIBLE SPENDING PLAN**

I recommend the Board re-approve the flexible spending plan (Section 125 of the IRS code).

33. **APPROVAL OF RE-IMBURSEMENT**

I recommend the Board approve the re-imbursement to the Superintendent of Schools for his mentoring at a cost not to exceed \$2,500.

34. **APPROVAL OF EDUCATIONAL SERVICE CONTRACTS**

I recommend the Board approve the following educational service contracts:

- Performance Fact, Inc. at a cost not to exceed \$22,950.
- Ramapo for Children at a cost not to exceed \$91,000.
- Study Island at a cost not to exceed \$30,993.
- Schoolwires, Inc. at a cost not to exceed \$61,024.

O. **OPPORTUNITY TO ADDRESS THE BOARD ON NON-AGENDA ITEMS**

P. **ADJOURNMENT**