

District: 001

Vendor Information

QSS/OASIS

Page 1 of 1

Vendor: 001-025176 PERFORMANCE FACT INC

Name/Address PERFORMANCE FACT INC 333 HEGENBERGER RD STE 750 OAKLAND, CA 94621-1452		Remit Name/Address	
		Phone (510) 568-7944	Fax: (510) 568-7991
Contact	Comment CORPORATION	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Last Paid 04/15/2010 </div>	
1099	Name Preset Tax ID SSN N		
Use Tax			
Preset	Tax Rates	Object	
N	01.6250% %	00009520 00000000	
Acct Number	Rating	Msg Flag 2 - CORP NO 1099	
Type	Categories CORP		
Terms	Shipping		
0 0.000%	00%		
Transaction Type	Transit/ABA Number	Account Number	
00	*	*	
Contact 1		Contact 2	Contact 3
Name: MUTIU O FAGBAYI			
Title: PRESIDENT/CEO			
Department:			
Phone: (510)568-7944			
Fax: (510)568-7991			
Mobile:			
Pager:			
Add'l Phone:			
Add'l Phone:			
Email: MUTIU@PERFORMANCEFACT.COM			
Web Page: WWW.PERFORMANCEFACT.COM			
No.	Name/Address	Comment	Type
Comments ADDED UPDATED STE ADDRESS CHG 3/3/09 RM			

Last Updated: 03/13/2013 16:51 By: JPIA

View Vendor Activity

Template: vendor (L.00.03)

Account classifications selected										Field ranges selected	
FD RESC Y ORBT GOAL FUNC DSCH BOFF RFU										FI	RANGE
1.	-	-	-	-	-	-	-	-	-		
2.	-	-	-	-	-	-	-	-	-		
3.	-	-	-	-	-	-	-	-	-		
4.	-	-	-	-	-	-	-	-	-		
5.	-	-	-	-	-	-	-	-	-		
6.	-	-	-	-	-	-	-	-	-		
7.	-	-	-	-	-	-	-	-	-		
8.	-	-	-	-	-	-	-	-	-		
9.	-	-	-	-	-	-	-	-	-		
10.	-	-	-	-	-	-	-	-	-		

Additional Selection and Sort Criteria

Activity dated: 07/01/2005 through 06/30/2025 (Exclude balance forward)

Extract by: Date paid

Primary sort: VENDOR

Order vendors by: NUMBER

Totals only: NO

Vendors with 1099 of: ALL TIN Masking: 0

Vendor #: 025176 to 025176

Vendor name: to

Category: to

Type: to

Category: to

Type: to

Zip codes: None

Sort on: FUND

001 MODESTO CITY SCHOOLS
Performance fact history

Vendor History Report
Activity dated 07/01/2005 - 06/30/2025

019795 VEO300 L.00.22 02/24/25 PAGE 1

FUND :01 GENERAL FUND

PD RESC Y OBJT GOAL FUNC DSCN BOPF RPU

Reference Description Entered Paid Warrant# Encumbered Payment 1099 UT

25176 PERFORMANCE FACT INC

Last paid: 04/15/2010 Last edit: 03/13/2013

1099: N TIN: 161538321

01-0000-0-5870-0000-7100-4561-2000-000	PO-881266 CONSULTANT SERVICES	08/24/2007	08/24/2007		40,750.00				
01-0000-0-5870-0000-7150-4561-2000-000	PO-881266 CONSULTANT SERVICES	08/24/2007	08/24/2007						
01-0000-0-5870-0000-7100-4561-2000-000	PO-881266 MCSDIPM20070801	08/24/2007	08/24/2007		13,500.00-	13,500.00	N	N	
01-0000-0-5870-0000-7100-4561-2000-000	PO-881266 MCS-DIPM-2007-0802	12/03/2007	12/06/2007	00084193					
01-0000-0-5870-0000-7100-4561-2000-000	PO-881266 MCS-DIPM-2007-0802	02/05/2008	02/07/2008	00086861	10,250.00-	10,250.00	N	N	
01-0000-0-5870-0000-7100-4561-2000-000	PO-881266 POC010 CQ# 02	08/24/2007	03/11/2008		17,000.00-				
01-0000-0-5870-0000-7150-4561-2000-000	PO-881266 POC010 CQ# 02	08/24/2007	03/11/2008		17,000.00				
01-0000-0-5870-0000-7150-4561-2000-000	PO-881266 MCSDIPM20070802	05/27/2008	05/29/2008	00091457	9,250.00-	9,250.00	N	N	
01-0000-0-5870-0000-7150-4561-2000-000	PO-881266 MCSDIPM20070803	06/30/2008	06/30/2008	00093091	7,750.00-	7,750.00	N	N	
01-0000-0-5870-9008-2110-4561-3000-000	PO-990807 CONSULTANT SERVICES	08/06/2008	08/06/2008		40,000.00				
01-3185-9-5870-0000-2120-1561-4100-000	PO-990807 CONSULTANT SERVICES	08/06/2008	08/06/2008		25,000.00				
01-7091-0-5870-4760-2140-4560-4245-000	PO-991665 CONSULTANT SERVICES	10/17/2008	10/17/2008		25,000.00				
01-0000-0-5870-0000-7400-4561-3000-000	PO-991665 CONSULTANT SERVICES	10/17/2008	10/17/2008		25,000.00				
01-3185-9-5870-0000-2120-1561-4100-000	PO-991665 CONSULTANT SERVICES	10/17/2008	10/17/2008		25,000.00-				
01-0000-0-5870-0000-7400-4561-3000-000	PO-991665 POC010 CQ# 01	10/17/2008	10/29/2008		17,000.00				
01-0000-0-5870-9008-2110-4561-3000-000	PO-990807 MCSBOT20080901	02/24/2009	02/26/2009	00102436	20,000.00-	20,000.00	N	N	
01-0000-0-5870-9008-2110-4561-3000-000	PO-990807 POC010 CQ# 02	08/06/2008	06/16/2009		20,000.00-				
01-0000-0-5870-9008-2110-4561-3000-000	PO-990807 POC010 CQ# 02	08/06/2008	06/16/2009		20,000.00-				
01-3185-9-5870-0000-2120-1561-4100-000	PO-991665 POC010 CQ# 03	10/17/2008	06/16/2009		25,000.00-				
01-7091-0-5870-4760-2140-4560-4245-000	PO-991665 POC010 CQ# 03	10/17/2008	06/16/2009		17,000.00-				
01-0000-0-5870-0000-7400-4561-3000-000	PO-991665 POC010 CQ# 03	10/17/2008	06/16/2009		30,000.00				
01-3185-9-5870-0000-2120-1561-4100-000	PO-991665 POC010 CQ# 03	10/17/2008	06/16/2009						

001 MODESTO CITY SCHOOLS
Performance fact history

Vendor History Report
Activity dated 07/01/2005 - 06/30/2025

J19795 V0300 L.00.22 02/24/25 PAGE 2

FUND :01 GENERAL FUND

PD RASC Y OBUT GOAL FUND DSCN BOFF RFTU

Reference Description Entered Paid Warrant# Encumbered Payment 1099 UT

25176 PERFORMANCE FACT INC CONTINUING

01-3185-9-5870-0000-2120-1561-4100-000	PO-990807 MCS-DIPM200809-#2	06/22/2009	06/25/2009	00107264	10,000.00-	10,000.00	N	N
01-3185-9-5870-0000-2120-1561-4100-000	PO-990807 MCS-DIPM200809#3	06/22/2009	06/25/2009	00107264	22,000.00-	22,000.00	N	N
01-3185-9-5870-0000-2120-1561-4100-000	PO-991665 MCS-BOTG200809#02	06/22/2009	06/25/2009	00107264	30,000.00-	30,000.00	N	N
01-0000-0-5870-9008-2110-4561-3000-000	PO-990807 POC010 CCH 03	08/06/2008	06/30/2009		20,000.00			
01-7091-0-5870-4760-2140-4560-4245-000	PO-100977 CONSULTANT SERVICES	08/21/2009	08/21/2009		50,000.00			
01-7091-0-5870-4760-2140-4560-4245-000	PO-100977 MCSUD20091001	10/13/2009	10/15/2009	00111585	25,000.00-	25,000.00	N	N
01-3200-0-5870-0000-7400-4561-3000-000	PO-101557 CONSULTANT SERVICES	10/22/2009	10/22/2009		50,000.00			
01-7091-0-5870-4760-2140-4560-4245-000	PO-100977 INV#2	12/15/2009	12/17/2009	00114282	25,000.00-	25,000.00	N	N
01-3200-0-5870-0000-7400-4561-3000-000	PO-101557 MCSUD20091001	12/14/2009	12/17/2009	00114282	25,000.00-	25,000.00	N	N
01-3200-0-5870-0000-7400-4561-3000-000	PO-101557 MCSUD20091002	04/13/2010	04/15/2010	00118748	25,000.00-	25,000.00	N	N

TOTAL VENDOR: 0.00 * 222,750.00 *
FUND 01 TOTAL: 0.00 222,750.00
Report Total: 0.00 222,750.00

MODESTO CITY SCHOOLS

TO: Arturo M. Flores, Superintendent Regular Meeting

SUBJECT: Approval of Contract with Performance Fact, Inc. July 13, 2009
for a Leadership Development Program

BACKGROUND

At the July 14, 2008 Board meeting, the Modesto City Schools Board of Education approved the Modesto City Schools' Strategic Plan for 2008-2011. One of the Five Essentials is Quality Leadership and one of the Shared Vision and Values states, "We will invest in continuous professional learning of our teachers, leaders, and staff."

ISSUE

The Human Resources Division is responsible for providing professional development activities that meet the goals of the Strategic Plan. In order to meet the goals of the Strategic Plan, a professional staff development program needs to be implemented to accelerate student learning through continuous improvement of teaching practices, leadership practices, and organizational practices.

PROPOSAL

Muti O. Fagbayi, President/CEO of Performance Fact, Inc., has submitted a leadership development program proposal that focuses on: Standards-based professional learning for school leaders, using root cause analysis to sharpen the focus on high-leverage teaching, leadership and organizational practices. Emphasis will be placed on elevating the quality and transparency of professional practices, and using assessment data to monitor and adjust teaching, leadership and organizational practices. Eighteen to twenty Principals, Assistant Principals, and representatives from the District will be selected to participate during the 2009/10 school year.

FISCAL IMPACT


The cost for the leadership development for the 2009-10 school year shall not exceed \$50,000.00.

RECOMMENDATION

It is recommended that the Board of Education approve the contract with the Performance Fact, Inc. for a Leadership Development Program.

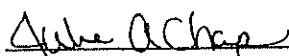
Approval of Contract with Performance Fact, Inc. for a
Leadership Development Program

Prepared and Recommended by:



Chris G. Flesuras, Jr.
Deputy Superintendent
Chief Human Resources Official

Reviewed by:



pp) Dennis Snelling
Director, Business Services

Approved for Recommendation to
the Governing Board by:



Arturo M. Flores
Superintendent

MODESTO CITY SCHOOLS
426 LOCUST STREET
MODESTO, CA 95351-2699
(209) 576-4090

Please refer to our
previously issued PO:

NO. 990807

Date: 06/16/2009

CHANGE ORDER

CHANGE # 01

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LISTS & CORRESPONDENCE AND MUST BE
PRINTED ON ALL BOXES, CARTONS OR PACKAGES

VENDOR: NO. 025176
PERFORMANCE FACT INC
333 HEGENBERGER RD STE 750
OAKLAND CA 94621-1452

RCV'D HR

JUN 25 2009

JUN 17 2009

SHIP PREPAID TO:

HUMAN RESOURCES
426 LOCUST ST
MODESTO, CA 95351-2631

ORIGINAL ORDER DATE: 08/06/2008 F.O.B POINT IS DESTINATION UNLESS OTHERWISE NOTED. TERMS: NET 30 DAYS UNLESS NOTED. REQUISITIONERS: FLESURAS/13

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	Original Ext. Price	Revised Ext. Price
1	1	LY	Add New Account Acct Line # 02 From: - - - - - To: 01-3185-9-5870-0000-2120-1561-4100 STRATEGIC PLAN DEVELOPMENT AND MONITORING PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$40,000 EFFECTIVE THROUGH JUNE 30, 2009 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT Account Split Code Changed From: CP To: SD Price Changed From: 40,000.0000 To: 32,000.0000 ADD ACCOUNT LINE 2 PER KIM K. CLOSE LINE 1/REDUCE/EMCUMBER LINE 2 \$32,000 PER KIM K. SUB-TOTAL 32,000.00 TAX 0.00 SHIPPING & HANDLING 0.00 TOTAL DOLLARS 32,000.00	32,000.00	40,000.00	32,000.00

PAGE 1 of 1

01-3185-9-5870-0000-2120-1561-4100-000 32,000.00 **NET CHANGE:** -8,000.00

REMARKS: THE ABOVE CHANGES HAVE BEEN MADE TO THE PURCHASE ORDER. ORIGINAL PURCHASE ORDER AND ANY PREVIOUS CHANGE ORDERS REMAIN OTHERWISE UNCHANGED.

Receiving Copy

JUN 25 2009

PO COMPLETE

DATE

Req. #: 190871

Vendor Phone: (510)568-7944 Vendor Fax: (510)568-7991

PURCHASING DEPARTMENT
PHONE (209) 576-4090
FAX (209) 576-4456

PURCHASE ORDER
MODESTO CITY SCHOOLS
426 LOCUST STREET, MODESTO, CA 95351-2699

ACCOUNTS PAYABLE
PHONE (209) 576-4035
FAX (209) 576-4184

RECEIVED

AUG 07 2008

PURCHASE ORDER NO: 990807

PERFORMANCE FACT INC
333 HEGENBERGER RD STE 204
OAKLAND CA 94621

SHIP PREPAID TO: HUMAN RESOURCES

426 LOCUST ST

MODESTO, CA 95351-2631

HUMAN RESOURCES

REQ. NO: 190871

ORDER DATE		REQUESTED BY		ROOM NUMBER		VENDOR NO	
08/07/2008		FLESURAS/13				025176	
Item	Quantity	Unit	Description	Unit Price		Total Price	
1	1	LY	STRATEGIC PLAN DEVELOPMENT AND MONITORING PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$40,000 EFFECTIVE THROUGH JUNE 30, 2009 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT	40,000.00		40,000.00	
				Sub Total		40,000.00	
				Tax		0.00	
				PO Total		40,000.00	

1. 01-0000-0-5870-9008-2110-4561-3000-000

40,000.00

PO Complete

Date

990807

RECEIVING

District: 01

Purchase Order Payments

QSS/OASIS

Requisition: 190871 Purchase Order: 990807 CONSULTANT SERVICES
Vendor No/Addr: 025176/00 PERFORMANCE FACT INC
Discount: 0.00

Ln	FD	RESC	Y	OBJT	GOAL	FUNC	DSCH	BOFF	RFU	Original	Current	S
1	01	0000	0	5870	9008	2110	4561	3000	000	40,000.00/	40,000.00	P
Account Balance:										-40,000.00		

Ln	S	Date	Invoice	Desc	Liq/Balance	Payment/U-Tax	Paid	Warr#	Batch	H
1	P	021109	MCSEOTG20080901		20,000.00	20,000.00	022609	00102436	0693	
					20,000.00			UT:N	1099:N	D:

PR. Ln 1 + 20,000.00 Inv.# MCSEOTG20080901 - PAID
TO WRONG PO - 51BPO991665

Debit Ln 1 (8,000.00) - PAID TO WRONG PO - 991665
51BPO990807

32,000.00 - Ln 1 - Bal
Corrected
AMT

Go to PO: 990807 Line:

0**

	20,000.00+
001	20,000.000
	20,000.00+
	8,000.00-
001	32,000.00*

\$32,000 to PI



PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

Date: 05/13/2009

INVOICE # MCS-DIPM-2008-09-#2

Make all checks payable to
PERFORMANCE FACT, Inc.

Attn: Mutiu Fagbayi

333 Hegenberger Road, Suite 750, Oakland, CA 94621

Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

Craig Rydquist

Modesto City Schools

426 Locust Street

Modesto, CA 95351

(209) 576-4119

Rydquist.C@monet.k12.ca.us

Description	Amount
October 2008 - June 2009 (Please see attachment for details)	\$10,000
Professional Development for Modesto City Schools	
Total	\$10,000

Mutiu Fagbayi, President/CEO

05/13/08

Date

School/District Authorized Signature(s)

5/22/09

Date

PO# 990807

Thank you for your business!

10,000.00

Pmt "01"

JUN 25 2009



PERFORMANCE *fact*, INC.

Building leadership for courageous and accountable action in public education

Description of Professional Services

Client: Modesto City Schools

Client Contact: Craig Rydquist

Performance Fact Facilitator(s): Mutiu Fagbayi, President/CEO

Date(s): October 2008 – June 2009

Description

Getting It Done – Disciplined Implementation of the District Strategic Plan

- Strategic leadership development for the Board and Cabinet
- Ensuring disciplined implementation and performance management
- Result-focused planning
- Report to Board on progress
- Compiled data on plan implementation

CATEGORIES	ONST On-Site Professional Services	OFFST Off-Site Professional Services	TRAV Travel (Airfare, ground transportation, tolls, gas,)	L&M Lodging & meals	DOCPRP Document preparation & printing	MISC Miscellaneous
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Green, Bonnie

To: Zeoli, Angela

Subject: RE: Performance Fact

Thank You!

From: Zeoli, Angela

Sent: Wednesday, May 27, 2009 4:43 PM

To: Green, Bonnie

Subject: RE: Performance Fact

Sorry, yes it is OK to pay.

From: Green, Bonnie

Sent: Wednesday, May 27, 2009 4:19 PM

To: Zeoli, Angela

Subject: Performance Fact

Hi Angela,

The other invoice that you said was for another PO#990807, it is an OK to Pay invoice? I just want to make sure. You did sign it but it did not state OK to Pay.

Thanks,
Bonnie

5/27/2009



MODESTO CITY SCHOOLS

426 Locust St.
Modesto, CA 95351-2699
(209) 576-4011

SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date signed below, by and between Modesto City Schools, a public school district (MCS) and Performance Fact, Inc.

Whereas MCS has need of specialized services not otherwise available; and

Whereas CONTRACTOR represents that it has the specialized skill and knowledge to provide such services.

The parties do hereby agree as follows:

1. **SCOPE OF SERVICES** The Contractor shall perform the following service:
Assist MCS Superintendent, Arturo M. Flores, the Board of Trustees, Superintendent's Cabinet, and school leadership team in developing and implementing a performance management system that will ensure a focus on disciplined implementation of MCS's Strategic Plan, annual performance objectives, milestones of progress and results for students.
2. **LOCATION OF SERVICES** Contractor shall render service(s) describe in Item 1 at the following location(s) Modesto City Schools
and under the supervision of Arturo M. Flores
3. **TERM OF AGREEMENT** The term of this agreement shall begin July 1, 2008
and will terminate on June 30, 2009
4. **COMPENSATION** CONTRACTOR shall be compensated at the following rate:
Modesto City Schools will pay Performance Fact a total of \$40,000 plus associated travel expenses (not to exceed \$2,000) for services.
CONTRACTOR shall be allowed and authorized to incur and shall be reimbursed, in addition to the above rate for the following personal expenses attendant to the performance of services/
Miles @ mile or commercial
Supplies
Lodging
Meals
Total compensation shall not exceed \$ 40,000
5. **PAYMENT SCHEDULE** Payment for the work shall be made upon submission of invoice for services rendered and the MCS' written approval of the work (which approval shall not be unreasonably withheld).
6. **GENERAL TERMS AND CONDITIONS** This agreement includes the general terms and conditions as set forth on the following pages, and the Contractor, by executing this agreement, agrees to comply with all such general terms and conditions.

7. **EMPLOYEES** Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the MCS may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the MCS.
8. **CONTRACTOR SUPERVISION** When necessary, Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
9. **ASSIGNMENT OF AGREEMENT AND PURCHASE ORDER** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this agreement without the prior written consent of MCS.
10. **HOLD HARMLESS AGREEMENT** The Contractor will indemnify, defend, and hold harmless Modesto City Schools and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from, or in connection with the performance of this agreement. Such indemnification shall not extend to cover loss, damage, or expense arising from the sole negligence or willful misconduct of Modesto City Schools, its agents, officers, and employees.
11. **TERMINATION OF AGREEMENT** This Agreement shall terminate on the last day of service as written in Article 3 except:
 - a. MCS may terminate at any time if CONTRACTOR does not perform, or refuses to perform according to this Agreement.
 - b. MCS may terminate services of CONTRACTOR at any time if, in the professional judgment of the management supervisor named herein, CONTRACTOR's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the MCS' requirements.
 - c. In the event of early termination, CONTRACTOR shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.
 - d. Either party may terminate this agreement at any time during the term of this agreement upon thirty (30) days written notice.
12. **PERMITS AND LICENSES** The Contractor and all of his employees, agents, and Sub-Contractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.
13. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF MCS** While engaged in carrying out other terms and conditions of this agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the MCS.
14. **ANTI-DISCRIMINATION** It is the policy of the Modesto City Schools Board of Education that in connection with all work performed under agreements, there be no discrimination against any employee engaged in the work because of race, religion, ethnic background, or national origin, language, gender, sexual orientation, economic status, physical or developmental disabilities, or other special needs, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all Sub-Contractors employed on the work by him.

15. **INSURANCE** The Contractor shall not commence work under this Agreement until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by MCS. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without MCS prior written consent. MCS shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.
- a) **WORKER'S COMPENSATION INSURANCE** The Contractor shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this agreement.
- b) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** Contractor shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 CSL for bodily injury and property damage, which policy shall name the MCS an additional insured.
16. **GOVERNING LAW** This agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **ATTORNEYS' FEES** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
18. **MODIFICATION** Any waiver, amendment, modification, consent or acquiescence with respect to this agreement or any provision of this agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.
- No changes or alterations to this agreement shall be made without specific prior written approval by the MCS.
19. **MCS' RIGHT OF RETENTION** MCS shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the MCS. Proprietary materials will be exempted from this clause.
20. **SEVERABILITY** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall remain in effect.
21. **FORCE MAJEURE** Neither party shall be liable under the agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the parties' reasonable control.
22. **ENTIRE AGREEMENT** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. There are no agreements, understandings, representations or warranties, whether written or oral, between the parties other than those set forth in this agreement.

23. **NOTICES** All notices concerning this agreement must be in writing and mailed via United States mail to:

MODESTO CITY SCHOOLS
Contact Name Chris Flesuras
Contact Title Deputy Superintendent
Address 426 Locust Street
City, State, and Zip Modesto CA 95351

CONTRACTOR
Contact Name Mutiu Fagbayi
Contact Title President, CEO
Address 333 Hegenberger Road, Suite 204
City, State, and Zip Oakland, CA 94621

24. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this agreement and agree to the General Terms and Conditions.

CONTRACTOR

MODESTO CITY SCHOOLS


Contractor Signature
Performance Fact, Inc.
Contractor's Name
Title President/CEO
Employer Identification Number
Address 333 Hegenberger Road
City/State/Zip Oakland, CA 94621
Date July 14, 2008
Phone 510-568-7044
Fax 510-568-7991


Deputy Superintendent, Business Services,
Chief Financial Officer or designee Signature
Address 426 Locust Street
City/State/Zip Modesto CA 95351
Date
Phone 209 576-4179

TYPE OF BUSINESS ENTITY

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other
☐ Private Non Profit (not for profit)
☐ City or County Agency

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the MCS requires your federal tax identification number or Social Security Number, whichever is applicable.

MODESTO CITY SCHOOLS

CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:

I. Identification of Parties

I, _____, am an individual contractor and/or vendor or
I am an authorized representative of _____
My entity seeks to contract with Modesto City Schools (MCS), which may cause my entity and its
employees, agents or independent contractors to come in contact with pupils, and I am aware of
the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

- a. I shall not begin to provide services to MCS nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)
- b. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- c. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this _____ day of _____,
at _____, California.

Signature of Contractor/Vendor and/or
Authorized Representative

Date



PERFORMANCE *fact*, INC.

Building leadership for courageous and accountable action in public education

EXHIBIT A

Scope of Professional Services
MODESTO CITY SCHOOLS
Modesto, California

GETTING IT DONE!
Disciplined Implementation of the District Strategic Plan

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

12 July 2008

GETTING IT DONE!

Introduction

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 your school, team or system. Those functions include: setting the goal, aligning resources to the goal, motivating commitment, building capabilities, communicating progress, nurturing continuous improvement and innovation, and ensuring incentives and accountability for performance.

Making all these pieces come together to produce desired results for your school, team or organization is a core responsibility of leadership. Furthermore, the competencies required to master that responsibility can be learned by any committed leader.

PERFORMANCE *fact's* **Getting It Done!** leadership development solution enhances the leader's capacity to identify the key steps required to move from setting goals to taking concrete actions. It provides leaders tools and techniques for focusing implementation of their plans and priorities and for monitoring progress, so that they deliver consistently strong results at an accelerated pace.


Purpose of this Proposal

This proposal outlines the professional services that Performance Fact, Inc. will provide to support results-based leadership development at Modesto City Schools (MCS) during the 2008-2009 school year.

Performance Fact proposes to assist MCS Superintendent, Arturo M. Flores, the Board of Trustees, Superintendent's Cabinet, and school leadership team in developing and implementing a **performance management system** that will ensure a focus on disciplined implementation of MCS's strategic plan, annual performance objectives, milestones of progress and results for students.

Specifically, Performance Fact's professional services focus in three areas:

1. **Strategic leadership development for the Board and Cabinet**, including: strengthening Board capacity and effectiveness in areas such as clarifying performance expectations for Superintendent; continuous monitoring of progress regarding district-wide performance objectives; assisting Board and Superintendent with compilation and facilitation of a trimester report of progress vis-à-vis the district's performance objectives; and development of the criteria to assess the effectiveness of the strategic plan implementation.

- 
2. **Ensuring disciplined implementation & performance management**, including: setting of clear expectations for key managers; clarifying the key metrics of performance for the district, based on Performance Fact's *Vital Signs Scorecard™* system; disciplined implementation and continuous monitoring of progress, using our *CPR Card™* methodology; compilation of outcomes-focused periodic reports to Board and stakeholders; and coaching to enhance performance, via Performance Fact's *Breakthru: Coaching for High Performance™*.
 3. **Results-focused planning:** Aligning School Improvement Plans and Annual Operating Plans to Modesto's Strategic Plan, including clarifying annual performance objectives for school sites and district-level units and defining critical Milestones of Progress relative to the annual performance objectives.

Getting things done well demands discipline. Unless a leader can make the long-range strategic plan, annual operational plan or continuous school improvement plan happen, it is not going to matter. Successful execution matters because it is the precursor to successful results.

Performance Fact will collaborate with MCS leadership to develop and institutionalize the performance management system within MCS. Ultimately, however, success of this effort rests on the long-time commitment of and follow-through by Modesto City School's senior leadership.

The scope of professional services, timelines and deliverables are outlined below.

PROFESSIONAL SERVICES, TIMELINE & DELIVERABLES

When	What We Will Do, What We Will Deliver
1. Strategic Leadership Development for the Board and Cabinet	
Summer-Fall 2008	1.1 Clarifying district direction for 2008-2009 <ul style="list-style-type: none"> Define guidelines for setting Board priorities for 2008-2009 Finalize Board performance objectives and milestones of progress Complete and approve Superintendent's Annual Operating Plan Reach consensus on the criteria for Strategic Plan performance reviews
Fall 2008-Spring 2009	1.2 Strengthening Board/Cabinet team effectiveness <ul style="list-style-type: none"> Facilitate Board/Cabinet retreat (at least once during the school year) regarding progress of the strategic plan Facilitate compilation of end-of-year report relative to the 2008-2009 performance expectations Assist Board/Superintendent with development and documentation of critical protocols and practices regarding the implementation and monitoring of the strategic plan
Every Trimester	1.3 Monitoring & reporting of progress <ul style="list-style-type: none"> Facilitate compilation of trimester status report to the Board regarding the 2008-2009 performance expectations Assist Board and Superintendent with end-of-year review of 2008-2009 performance
2. Ensuring disciplined implementation and performance management	
Fall 2008	2.1 Clarifying performance expectations for Cabinet and other district leaders <ul style="list-style-type: none"> Set clear performance expectations for Cabinet members and key district units (e.g., Academic Learning Communities, Business & Fiscal Services, HR) Define upfront the milestones of progress for Cabinet members and key district units Develop the <i>Vital Signs Scorecard™</i> for MCS (i.e., key metrics of performance regarding student learning, teaching practices, leadership practices and organizational practices) Develop CPR Card™ for Fall 2008
Monthly in Sept-Dec '08 Every 2 months in Jan-June 2009	2.2 Facilitating ongoing check-in with the core leadership team to update monthly CPR Card™ Progress and <ul style="list-style-type: none"> Complete monthly CPR Card™ outlining priorities for each month Conduct monthly check-in with core leadership team regarding progress on annual milestones and monthly CPR Card priorities Provide facilitative coaching to Superintendent and Cabinet (as appropriate)
Every Trimester	2.3 Compiling trimester progress report for Board and MCS stakeholders <ul style="list-style-type: none"> Facilitate comprehensive DataSummit™ with the Superintendent (and core leadership team, as appropriate) regarding progress on the annual performance objectives and Vital Signs Scorecard™. Assist Superintendent and Cabinet with compilation of trimester progress report, aligned to the 2008-2009 performance expectations and milestones of progress Assist Superintendent and Cabinet in preparing end-of-year summative report
3. Results-focused planning	
Fall 2008	3.1 Clarifying school-level and department priorities for 2008-2009 <ul style="list-style-type: none"> Facilitate setting of annual improvement targets for schools and key central office units Conduct professional development for Academic Learning Community (ALC) heads and other district leaders regarding realigning existing planning processes to new district strategic plan

Total Professional Fees: \$40,000.00*

*Total professional fees do not include expenses associated with travel, lodging, meals and incidentals connected with on-site visitations. Those expenses can be billed back to the Client as they are incurred. Alternatively, if the Client wishes, the Client and Performance Fact may also agree on those amounts upfront and include them in the Total Professional Fees.

MODESTO CITY SCHOOLS426 LOCUST STREET
MODESTO, CA 95351-2699
(209) 576-4090Please refer to our
previously issued PO:**NO. 991665****Date: 06/16/2009****CHANGE ORDER**

CHANGE # 02

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LISTS & CORRESPONDENCE AND MUST BE
PRINTED ON ALL BOXES, CARTONS OR PACKAGES**VENDOR:** NO. 025176
PERFORMANCE FACT INC
333 HEGENBERGER RD STE 750
OAKLAND CA 94621-1452**SHIP PREPAID TO:**ADMINISTRATION BUILDING (4561)
426 LOCUST ST
MODESTO CA 95351-2699

JUN 25 2009

ORIGINAL ORDER DATE: 10/17/2008		F.O.B POINT IS DESTINATION UNLESS OTHERWISE NOTED. TERMS: NET 30 DAYS UNLESS NOTED.		REQUISITIONERS: HUMAN RESOURCES/FLESURAS/27	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	Original Ext. Price Revised Ext. Price
1	1	LY	Add New Account Acct Line # 03 From: - - - - - To: 01-3185-9-5870-0000-2120-1561-4100 PROVIDE EIGHT DAY LEADERSHIP DEVELOPMENT PROGRAM PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$50,000 EFFECTIVE THROUGH JUNE 30, 2009 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT Price Changed From: 42,000.0000 To: 30,000.0000 ADD ACCOUNT LINE 3 PER KIM K CLOSE LINES 1 AND 2 REDUCE PO/ENCUMBER LINE 3 BY \$30,000 JUN 25 2009 <i>Pmt "01" 30,000.00</i>	30,000.00	42,000.00 30,000.00
SUB-TOTAL					30,000.00
TAX					0.00
SHIPPING & HANDLING					0.00
TOTAL DOLLARS					30,000.00
PAGE 1 of 1					
01-0000-0-5870-0000-7400-4561-3000-000				0.00	
01-3185-9-5870-0000-2120-1561-4100-000				30,000.00	
				30,000.00	
NET CHANGE:					-12,000.00
REMARKS: THE ABOVE CHANGES HAVE BEEN MADE TO THE PURCHASE ORDER. ORIGINAL PURCHASE ORDER AND ANY PREVIOUS CHANGE ORDERS REMAIN OTHERWISE UNCHANGED.					

JUN 25 2009

*Final***Receiving Copy**

Req. #: 191834

Vendor Phone: (510) 568-7944 Vendor Fax: (510) 568-7991

PO COMPLETE

DATE

PURCHASING DEPARTMENT
PHONE (209) 576-4090
FAX (209) 576-4456

PURCHASE ORDER
MODESTO CITY SCHOOLS
426 LOCUST STREET, MODESTO, CA 95351-2699

ACCOUNTS PAYABLE
PHONE (209) 576-4035
FAX (209) 576-4184

OCT 30 2008

PURCHASE ORDER NO: 991665

HUMAN RESOURCES

SHIP PREPAID TO: ADMINISTRATION BUILDING (4561)
426 LOCUST ST
MODESTO CA 95351-2699

PERFORMANCE FACT INC
333 HEGENBERGER RD STE 204
OAKLAND CA 94621

REQ. NO: 191834

ORDER DATE		REQUESTED BY		ROOM NUMBER		VENDOR NO
10/17/2008		HUMAN RESOURCES/FLESURAS/27				025176
Item	Quantity	Unit	Description	Unit Price	Total Price	
1	1	LY	PROVIDE EIGHT DAY LEADERSHIP DEVELOPMENT PROGRAM PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$50,000 EFFECTIVE THROUGH JUNE 30, 2009 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT	50,000.00	50,000.00	
<div>OCT 30 2008 - 01 - * 8000.00 - L-2 - all</div> <div>WRONG PO RET 2458</div>				Sub Total	50,000.00	
				Tax	0.00	
				PO Total	50,000.00	

25,000.00
25,000.00
50,000.00

PO Complete

Date

991665

RECEIVING

PURCHASING DEPARTMENT
PHONE (209) 576-4090
FAX (209) 576-4456

PURCHASE ORDER
MODESTO CITY SCHOOLS
426 LOCUST STREET, MODESTO, CA 95351-2699

ACCOUNTS PAYABLE
PHONE (209) 576-4036
FAX (209) 576-4184

PURCHASE ORDER NO: 991665

SHIP PREPAID TO: ADMINISTRATION BUILDING (4561)

PERFORMANCE FACT INC
333 HEGENBERGER RD STE 204
OAKLAND CA 94621

426 LOCUST ST
MODESTO CA 95351-2699

REQ. NO: 191834

ORDER DATE		REQUESTED BY		F.O.B. POINT IS DESTINATION UNLESS OTHERWISE NOTED.		VENDOR NO
10/17/2008		HUMAN RESOURCES/FLESURAS/27		TERMS: NET 30 DAYS UNLESS NOTED.		025176
Item	Quantity	Unit	Description	Unit Price	Total Price	
1	1	LY	PROVIDE EIGHT DAY LEADERSHIP DEVELOPMENT PROGRAM PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$50,000 EFFECTIVE THROUGH JUNE 30, 2009 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT	50,000.00	50,000.00	
<i>Pd. RCF 24258- OCT 30 2008 - 01 - \$80000.00 - L-2 (all)</i> <i>P. Truett to increase L-2</i>				Sub Total	50,000.0	
				Tax	0.0	
				PO Total	50,000.0	

25,000.00
25,000.00
50,000.00

991665

ACCOUNTS PAYABLE



PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

Date: 06/17/2009

INVOICE # MCS-DIPM-2008-09-#3

Make all checks payable to
PERFORMANCE FACT, Inc.

Attn: Mutiu Fagbayi

333 Hegenberger Road, Suite 750, Oakland, CA 94621

Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

Craig Rydquist

Modesto City Schools

426 Locust Street

Modesto, CA 95351

(209) 576-4119

Rydquist.C@monet.k12.ca.us

Description	Amount
2008 -2009 (Please see attachment for details)	\$22,000
Professional Development for Modesto City Schools	
Total	\$22,000

OK to pay

PO # 990807

FINAL payment

6/18/09

A. J. Zorn

Mutiu Fagbayi, President/CEO

School/District Authorized Signature(s)

05/13/08

Date

Date

Thank you for your business!



PERFORMANCE *fact*, INC.

Building leadership for courageous and accountable action in public education

Description of Professional Services

Client: Modesto City Schools

Client Contact: Craig Rydquist

Performance Fact Facilitator(s): Mutiu Fagbayi, President/CEO

Date(s): October 2008 – June 2009

Description

Getting It Done – Disciplined Implementation of the District Strategic Plan

- Compilation of trimester progress report for Board and MCS stakeholders
- Facilitated comprehensive Data Summit™ with the Superintendent and leadership team regarding progress on the annual performance objectives.
- Assisted Superintendent and Cabinet with compilation of trimester progress report to the Board and stakeholders
- Ongoing support and consultations with Superintendent and Cabinet regarding preparations for 2009-2010 performance objectives, refinements to the Vital Signs and 15 Commitments, and process for engaging additional input from selected internal stakeholders.

CATEGORIES	ONST On-Site Professional Services	OFFST Off-Site Professional Services	TRAV Travel (Airfare, ground transportation, tolls, gas,)	L&M Lodging & meals	DOCPRP Document preparation & printing	MISC Miscellaneous
------------	--	--	---	------------------------	--	-----------------------

District: 01

Purchase Order Payments

QSS/OASIS

Requisition: 191834

Purchase Order: 991665 CONSULTANT SERVICES

Vendor No/Addr: 025176/00 PERFORMANCE FACT INC

Discount: 0.00

Ln FD RESC Y OBJT GOAL FUNC DSCH BOFF RFU

Original

Current S

1 01-7091-0-5870-4760-2140-4560-4245-000

25,000.00/

25,000.00

Account Balance: 400.00

Ln S Date Invoice Desc Liq/Balance Payment/U-Tax Paid Warr# Batch H

Debit
Ln 1 < 10,000.00 > Inv. PAID TO
WRONG PO-990807
S/B 991665

15,000.00 - Ln 1 -
Corrected
Bal

6-9-09
Dudette -
We need to renumber
these - errors on prior
payments & now balance
going to different funding
source. Please come see
me before you POCO.
Thank you!
Amibolis

Both lines combined @
Elem. PI \$ 30,000 Balance

District: 01

Purchase Order Payments

QSS/OASIS

Requisition: 191834 Purchase Order: 991665 CONSULTANT SERVICES
 Vendor No/Addr: 025176/00 PERFORMANCE FACT INC
 Discount: 0.00

Ln	FD	RESC	Y	OBJT	GOAL	FUNC	DSCH	BOFF	RFU	Original	Current	S
2	01	0000	0	5870	0000	7400	4561	3000	000	25,000.00/	17,000.00	O
Account Balance:										-25,000.00		

Ln	S	Date	Invoice Desc	Liq/Balance	Payment/U-Tax Paid	Warr#	Batch	H
1	C	102908	POC010 CO# 01	25,000.00	0.00 102908	00000000	0000	
				0.00		UT:	1099:N D:	
2	O	102908	POC010 CO# 01	17,000.00	0.00 102908	00000000	0000	
				17,000.00		UT:	1099:N D:	

RCF
24258
10-30-8

CR

Ln 2 - +8,000.00 Inv. PAID TO wrong S/B
PO- 990807

Debit

Ln 2 <10,000.00> Inv PAID TO wrong PO - 990807
S/B 991665

Go to PO: 991665 Line:

15,000.00 - Ln 2
Corrected
Bal.

0*

17,000.00+

8,000.00+

10,000.00-

001

15,000.00*

0*

Amador, Shawn

From: Kamstra, Kim
Sent: Friday, May 29, 2009 11:14 AM
To: Amador, Shawn
Subject: RCF24258 - PO payment

I need to talk to you about this RCF payment and how this amount gets taken off the balance of the PO....do we have a system in place?? Let me know or come see me when you get back. Thanks dear.

Notes:

\$8,000 pymnt - repay PV903745 paid PO991665 should be PO990807

Wrong account -
Correct account -



*Kim Kamstra
Accounting Technician
Modesto City Schools - Stanislaus County
(209) 576-4017*

FD RESC Y OBJT GOAL FUNC DSCH BOFF RFU
01-0000-0-5870-0000-7400-4561-3000-000

Reference	Date	Apprvd W/BT	Rec/Exp	Encumbered	Balance
PO-991665	10/17/2008	PERFORMANCE FACT INC	Ve:02517		
		.00	.00	25,000.00	25,000.00-
PO-991665	10/29/2008	PERFORMANCE FACT INC	Ve:02517		
		.00	.00	25,000.00-	.00
PO-991665	10/29/2008	PERFORMANCE FACT INC	Ve:02517		
		.00	.00	17,000.00	17,000.00-
PV-903745	11/06/2008	MODESTO CITY SCHOOLS	Ve:07582		
RCF24258-10/30/08P		.00	8,000.00	.00	25,000.00-
*** TOTALS:		.00	8,000.00	17,000.00	25,000.00-

Press <ENTER> to select another account:

5/29/09-

SA-

See Me on
this please.

Thank you!

(P)

QSS/OASIS

333 HEGENBERGER RD STE 750

CA 94621-1452

Amount	Status
--------	--------

\$ 25,000.00

\$ 17,000.00

3.

4.

Page amount:

\$ 42,000.00

Total PO amount:

\$ 42,000.00

<ENTER> a line # or a <F-KEY> to continue:

FD RESC Y OBJT GOAL FUNC DSCH BOFF RFU
01-0000-0-5870-0000-7400-4561-3000-000

Reference	Date	Apprvd W/BT	Rec/Exp	Encumbered	Balance
PO-991665	10/17/2008	PERFORMANCE FACT INC	Ve:02517		
		.00	.00	25,000.00	25,000.00-
PO-991665	10/29/2008	PERFORMANCE FACT INC	Ve:02517		
		.00	.00	25,000.00-	.00
PO-991665	10/29/2008	PERFORMANCE FACT INC	Ve:02517		
		.00	.00	17,000.00	17,000.00-
PV-903745	11/06/2008	MODESTO CITY SCHOOLS	Ve:07582		
RCF24258-10/30/08P		.00	8,000.00	.00	25,000.00-
*** TOTALS:		.00	8,000.00	17,000.00	25,000.00-

Press <ENTER> to select another account:



MODESTO CITY SCHOOLS

426 Locust St.
Modesto, CA 95351-2699
(209) 576-4011

SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date signed below, by and between Modesto City Schools, a public school district (MCS) and Performance Fact, Inc.

Whereas MCS has need of specialized services not otherwise available; and

Whereas CONTRACTOR represents that it has the specialized skill and knowledge to provide such services.

The parties do hereby agree as follows:

1. **SCOPE OF SERVICES** The Contractor shall perform the following service:
Provide an 8-day leadership development program that focuses on: Standards-based professional learning for school leaders, using root cause analysis to sharpen the focus on high-leverage teaching, leadership and organizational practices. Emphasis will be placed on elevating the quality and transparency of professional practices, and using assessment data to monitor and adjust teaching, leadership, and organizational practices.
2. **LOCATION OF SERVICES** Contractor shall render service(s) describe in Item 1 at the following location(s) Modesto City Schools Administrative Offices
and under the supervision of Mutiu O. Fagbayi, President/CEO of Performance Fact, Inc.
3. **TERM OF AGREEMENT** The term of this agreement shall begin September, 2008
and will terminate on June, 2009
4. **COMPENSATION** CONTRACTOR shall be compensated at the following rate:
\$50,000.00

CONTRACTOR shall be allowed and authorized to incur and shall be reimbursed, in addition to the above rate for the following personal expenses attendant to the performance of services/
Miles @ mile or commercial
Supplies
Lodging
Meals
Total compensation shall not exceed \$ 50,000.00
5. **PAYMENT SCHEDULE** Payment for the work shall be made upon submission of invoice for services rendered and the MCS' written approval of the work (which approval shall not be unreasonably withheld).
6. **GENERAL TERMS AND CONDITIONS** This agreement includes the general terms and conditions as set forth on the following pages, and the Contractor, by executing this agreement, agrees to comply with all such general terms and conditions.

15. **INSURANCE** The Contractor shall not commence work under this Agreement until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by MCS. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without MCS prior written consent. MCS shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.
- a) **WORKER'S COMPENSATION INSURANCE** The Contractor shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this agreement.
- b) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** Contractor shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 CSL for bodily injury and property damage, which policy shall name the MCS an additional insured.
16. **GOVERNING LAW** This agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **ATTORNEYS' FEES** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
18. **MODIFICATION** Any waiver, amendment, modification, consent or acquiescence with respect to this agreement or any provision of this agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.
- No changes or alterations to this agreement shall be made without specific prior written approval by the MCS.
19. **MCS' RIGHT OF RETENTION** MCS shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the MCS. Proprietary materials will be exempted from this clause.
20. **SEVERABILITY** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall remain in effect.
21. **FORCE MAJEURE** Neither party shall be liable under the agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the parties' reasonable control.
22. **ENTIRE AGREEMENT** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. There are no agreements, understandings, representations or warranties, whether written or oral, between the parties other than those set forth in this agreement.

MODESTO CITY SCHOOLS

CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:

I. Identification of Parties

I, _____, am an individual contractor and/or vendor or
I am an authorized representative of _____
My entity seeks to contract with Modesto City Schools (MCS), which may cause my entity and its
employees, agents or independent contractors to come in contact with pupils, and I am aware of
the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

- a. I shall not begin to provide services to MCS nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)
- b. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- c. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this _____ day of _____, at _____, California.



Signature of Contractor/Vendor and/or
Authorized Representative

10/14/08
Date

PURCHASING DEPARTMENT
PHONE (209) 576-4090
FAX (209) 576-4456

PURCHASE ORDER
MODESTO CITY SCHOOLS
426 LOCUST STREET, MODESTO, CA 95351-2631

ACCOUNTS PAYABLE
PHONE (209) 576-4035
FAX (209) 576-4184

PURCHASE ORDER NO: 100977

PERFORMANCE FACT INC
333 HEGENBERGER RD STE 750
OAKLAND CA 94621-1452

REVISED
REVISED
SHIP PREPAID TO: HUMAN RESOURCES
426 LOCUST ST
MODESTO, CA 95351-2631

DEC 17 2009

REQ. NO: 102033

ORDER DATE		REQUESTED BY		ROOM NUMBER		VENDOR NO	
10/06/2009		FLESURAS/18				025176	
Item	Quantity	Unit	Description	Unit Price		Total Price	
1	1	LY	PROVIDE A LEADERSHIP DEVELOPMENT PROGRAM PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$50,000 EFFECTIVE THROUGH JUNE 30, 2010 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT	50,000.00		50,000.00	
				Sub Total		50,000.00	
				Tax		0.00	
				PO Total		50,000.00	
Pmt DEC 17 2009 "02"-Final Inv #02				25,000.00			

1. 01-7091-0-5870-4760-2140-4560-4245-000

50,000.00

12/8 Sent Back for Signature

DEC 17 2009

Angela Zger

PO Complete

Date

12/9/09

100977

RECEIVING

PURCHASING DEPARTMENT
PHONE (209) 576-4090
FAX (209) 576-4456

PURCHASE ORDER
MODESTO CITY SCHOOLS
426 LOCUST STREET, MODESTO, CA 95351-2631

ACCOUNTS PAYABLE
PHONE (209) 576-4035
FAX (209) 576-4184

PURCHASE ORDER NO: 100977

REVISED

9-11-09

SHIP PREPAID TO: HUMAN RESOURCES
426 LOCUST ST
MODESTO, CA 95351-2631

PERFORMANCE FACT INC
333 HEGENBERGER RD STE 750
OAKLAND CA 94621-1452

REQ. NO: 102033

ORDER DATE		REQUESTED BY		F.O.B. POINT IS DESTINATION UNLESS OTHERWISE NOTED.		VENDOR NO
09/11/2009		FLESURAS/18		TERMS: NET 30 DAYS UNLESS NOTED.		025176
Item	Quantity	Unit	Description	Unit Price	Total Price	
1	1	LY	PROVIDE A LEADERSHIP DEVELOPMENT PROGRAM PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$50,000 EFFECTIVE THROUGH JUNE 30, 2010 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT	50,000.00	50,000.00	
Pmt Inv. M.C.S.-LB 2009-10-#01				Sub. Total	50,000.00	
OCT 15 2009 "01" 25,000.00				Tax	0.00	
				PO Total	50,000.00	

1. 01-7091-0-5870-4760-2140-4560-4245-000

25,000.00

50,000.00

2. 01-3200-0-5870-0000-7400-4561-3000-000

25,000.00

50,000.00

12/8 Sent Link Back for Signature

100977

ACCOUNTS PAYABLE

PURCHASE ORDER
MODESTO CITY SCHOOLS
426 LOCUST STREET, MODESTO, CA 95351-2631

ACCOUNTS PAYABLE
PHONE (209) 576-4035
FAX (209) 576-4184


PO ORDER NO: 100977

PERFORMANCE FACT INC
333 HEGENBERGER RD STE 750
OAKLAND CA 94621-1452

SHIP PREPAID TO: HUMAN RESOURCES
426 LOCUST ST
MODESTO, CA 95351-2631

REQ. NO: 102033

ORDER DATE	REQUESTED BY	F.O.B. POINT IS DESTINATION UNLESS OTHERWISE NOTED.	VENDOR NO	
08/21/2009	ELESURAS/18	TERMS: NET 30 DAYS UNLESS NOTED.	025176	
Quantity	Unit	Description	Unit Price	Total Price
1	LY	PROVIDE A LEADERSHIP DEVELOPMENT PROGRAM PER THE ATTACHED SERVICES AGREEMENT NOT TO EXCEED \$50,000 EFFECTIVE THROUGH JUNE 30, 2010 UPON COMPLETION OF SERVICES, PLEASE SUBMIT AN INVOICE TO THE ACCOUNTING DEPARTMENT FOR PAYMENT	50,000.00	50,000.00
			Sub Total	50,000.00
			Tax	0.00
			PO Total	50,000.00

 **COPY**

25,000.00
25,000.00
50,000.00

1-00977

ACCOUNTS PAYABLE

JUN 25 2009

Invoice



PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

Date: 05/06/2009

INVOICE # MCS-EOTG-2008-09-#02

Make all checks payable to
PERFORMANCE FACT, Inc.

Attn: Mutiu Fagbayi

333 Hegenberger Road, Suite 750, Oakland, CA 94621

Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

Chris Flesuras

Modesto City Schools

426 Locust Street

Modesto, CA 95351

(209) 576-4147

Flesuras.C@monet.k12.ca.us

Description	Amount
February 2009 - May 2009 (Please see attachment for details)	\$30,000
Professional Development for Modesto City Schools	
Total	\$30,000

Ln 1 & 2 are closed

line # 1 = \$15,000
line # 2 = \$15,000

final
payment
on P.O.

Mutiu Fagbayi, President/CEO

05/07/08

Date

School/District Authorized Signature(s)

OK to pay. PO# 991665

5/8/09

Date

Thank you for your business!

30,000.00

Pmt.
"01"

JUN 25 2009



PERFORMANCE *fact*, INC.

Building leadership for courageous and accountable action in public education

Description of Professional Services

Client: Modesto City Schools

Client Contact: Chris Flesuras

Performance Fact Facilitator(s): Mutiu Fagbayi, President/CEO

Date(s): February 2009 – May 2009

Description
Eye On The Goal
<ul style="list-style-type: none">• Monitor annual instruction focus for your schools• Analyze student data from multiple sources• Assess impact of teaching practices, leadership practices, and organizational practices on student learning• Write measurable, standards-based goals for student learning for next cycle• Align teaching practices, leadership practices and organizational practices to the SMARTE goal for student learning• Monitor and communicate progress using CPR Card™• Elevate the quality and transparency of professional practices• Provide differentiated professional development aligned to student learning goals• Construct evidence-based and student centered professional learning and collaboration• Use ongoing assessment data to monitor and adjust teaching practices, leadership practices and organizational practices• Utilize the Data Summit™ protocol to conduct data-driven community conversations about student learning• Plan for May 11th presentation for Modesto City Schools Board

CATEGORIES	ONST On-Site Professional Services	OFFST Off-Site Professional Services	TRAV Travel (Airfare, ground transportation, tolls, gas,)	L&M Lodging & meals	DOCPRP Document preparation & printing	MISC Miscellaneous
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9/1a

Invoice

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

Date: 09/04/2009

INVOICE # MCS-LD-2009-10-#01

PO # 100977

Make all checks payable to
PERFORMANCE FACT, Inc.

Attn: Mutiu Fagbayi
333 Hegenberger Road, Suite 750, Oakland, CA 94621
Phone: 510-568-7944 Fax: 510-568-7991
Email: contact@performancefact.com

To

Account Payable
Modesto City Schools
426 Locust Street
Modesto, CA 95351
209-576-4035

Description	Amount
Leadership Development for Modesto City Schools	\$25,000
Total	\$25,000

Mutiu Fagbayi, President/CEO

09/04/08

Date

School/District Authorized Signature(s)

Date

Thank you for your business!

25,000.00

Mutiu Fagbayi

OCT 15 2009



9/19

RCV'D HR
SEP 09 2009

Invoice

PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

Date: 09/04/2009

INVOICE # MCS-LD-2009-10-#01

PO # 100977

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333 Hegenberger Road, Suite 750, Oakland, CA 94621

Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

Account Payable
Modesto City Schools
426 Locust Street
Modesto, CA 95351
209-576-4035

Description	Amount
Leadership Development for Modesto City Schools	\$25,000
Total	\$25,000

YOUR SIGNATURE AUTHORIZES PAYMENT
OF THIS PURCHASE ORDER AND/OR INVOICE

A. F. Zor 9/22/09
SIGNATURE DATE
P.O. # 100977

Mutiu Fagbayi, President/CEO

School/District Authorized Signature(s)

09/04/08 09

Date

Date

Thank you for your business!

District: 01

Purchase Order Payments

QSS/OASIS

Purchase Order number: 100977 Year: 10 CONSULTANT SERVICES

Line:

Requisition number: 102033 Date: 082109

Vendor No/Addr: 025176/00

Vendor name/address

Remit name/address

PERFORMANCE FACT INC

PERFORMANCE FACT INC

333 HEGENBERGER RD STE 750

333 HEGENBERGER RD STE 750

OAKLAND

CA 94621-1452

OAKLAND

CA 94621-1452

Ln FD RESC Y OBJT GOAL FUNC DSCH BOFF RFU

Amount Status

1.

[REDACTED]

\$ 50,000.00

2.

\$

3.

\$

4.

\$

Page amount:

\$ 50,000.00

Total PO amount:

\$ 50,000.00

<ENTER> a line # or a <F-KEY> to continue:



MODESTO CITY SCHOOLS

426 Locust St.
Modesto, CA 95351-2699
(209) 576-4011

SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date signed below, by and between Modesto City Schools, a public school district (MCS) and Performance Fact, Inc.

Whereas MCS has need of specialized services not otherwise available; and

Whereas CONTRACTOR represents that it has the specialized skill and knowledge to provide such services.

The parties do hereby agree as follows:

1. **SCOPE OF SERVICES** The Contractor shall perform the following service:
Provide a leadership development program that focuses on: Standards-based professional learning for school leaders, using root cause analysis to sharpen the focus on high-leverage teaching, leadership and organizational practices. Emphasis will be placed on elevating the quality and transparency of professional practices, and using assessment data to monitor and adjust teaching, leadership, and organizational practices.
2. **LOCATION OF SERVICES** Contractor shall render service(s) describe in Item 1 at the following location(s) Modesto City Schools Administrative Offices and under the supervision of Mutiu O. Fagbayi, President/CEO of Performance Fact, Inc.
3. **TERM OF AGREEMENT** The term of this agreement shall begin July 1, 2009 and will terminate on June 30, 2010
4. **COMPENSATION** CONTRACTOR shall be compensated at the following rate:
\$50,000.00

CONTRACTOR shall be allowed and authorized to incur and shall be reimbursed, in addition to the above rate for the following personal expenses attendant to the performance of services/

Miles @ mile or commercial

Supplies

Lodging

Meals

Total compensation shall not exceed \$ 50,000.00

5. **PAYMENT SCHEDULE** Payment for the work shall be made upon submission of invoice for services rendered and the MCS' written approval of the work (which approval shall not be unreasonably withheld).
6. **GENERAL TERMS AND CONDITIONS** This agreement includes the general terms and conditions as set forth on the following pages, and the Contractor, by executing this agreement, agrees to comply with all such general terms and conditions.

15. **INSURANCE** The Contractor shall not commence work under this Agreement until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by MCS. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without MCS prior written consent. MCS shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.
- a) **WORKER'S COMPENSATION INSURANCE** The Contractor shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this agreement.
 - b) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** Contractor shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 CSL for bodily injury and property damage, which policy shall name the MCS an additional insured.
16. **GOVERNING LAW** This agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **ATTORNEYS' FEES** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
18. **MODIFICATION** Any waiver, amendment, modification, consent or acquiescence with respect to this agreement or any provision of this agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.
- No changes or alterations to this agreement shall be made without specific prior written approval by the MCS.
19. **MCS' RIGHT OF RETENTION** MCS shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the MCS. Proprietary materials will be exempted from this clause.
20. **SEVERABILITY** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall remain in effect.
21. **FORCE MAJEURE** Neither party shall be liable under the agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the parties' reasonable control.
22. **ENTIRE AGREEMENT** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. There are no agreements, understandings, representations or warranties, whether written or oral, between the parties other than those set forth in this agreement.

MODESTO CITY SCHOOLS

CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:

I. Identification of Parties

I, Mutlu Faybay, am an individual contractor and/or vendor or
I am an authorized representative of Performance Fact, Inc.
My entity seeks to contract with Modesto City Schools (MCS), which may cause my entity and its
employees, agents or independent contractors to come in contact with pupils, and I am aware of
the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

- a. I shall not begin to provide services to MCS nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)
- b. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- c. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this 19 day of June, 2009
at Oakland, CA, California.



Signature of Contractor/Vendor and/or
Authorized Representative

6/19/9
Date



PERFORMANCE *fact*, INC.

Building leadership for courageous and accountable action in public education

Invoice

DEC 17 2009

12/1
HR

Date: 11/23/2009

INVOICE # 2

PO # 100977

Make all checks payable to
PERFORMANCE FACT, Inc.

Attn: Mutiu Fagbayi

333 Hegenberger Road, Suite 750, Oakland, CA 94621

Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

**Account Payable
Modesto City Schools
426 Locust Street
Modesto, CA 95351
209-576-4035**

Description	Amount
Leadership Development for Modesto City Schools	\$25,000
Total	\$25,000

Total

\$25,000

FL1

Mutiu Fagbayi, President/CEO

School/District Authorized Signature(s)

11/23/09

Date

Date

Thank you for your business!

25,000.00

Final
Pmt "02"

DEC 17 2009

RCV'D HR
DEC 6 2009

Invoice



PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

12/1
HR

Date: 11/23/2009

INVOICE # 2

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Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

Account Payable

Modesto City Schools

426 Locust Street

Modesto, CA 95351

209-576-4035

Description	Amount
Leadership Development for Modesto City Schools	\$25,000
Total	\$25,000

PO # 100977

OK to pay. A. L. Zor

12/7/09

(compute)

Mutiu Fagbayi, President/CEO

School/District Authorized Signature(s)

11/23/09

Date

Date

Thank you for your business!



PERFORMANCE fact, INC.

Building leadership for courageous and accountable action in public education

Date: 12/09/2009

INVOICE # MCS-DI-2009-10-#01

PO # 101557

Make all checks payable to
PERFORMANCE FACT, Inc.

Attn: Mutiu Fagbayi

333 Hegenberger Road, Suite 750, Oakland, CA 94621

Phone: 510-568-7944 Fax: 510-568-7991

Email: contact@performancefact.com

To

Angela Zeoli

Office Manager

Human Resources

Modesto City Schools

zeoli.a@monet.k12.ca.us

209-576-4147

Development and Implementation Services for MCS		\$25,000
Total		\$25,000

PO# 101557

12/9/09

OK to pay. A. J. Zeri

Mutiu Fagbayi, President/CEO

School/District Authorized Signature(s)

12/09/09

Date

Date

Thank you for your business!

25,000.00

PMX
11/01/11
DEC 17 2009