



# PERFORMANCE **FACT**

THINK. BELIEVE. MOVE MOUNTAINS.

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Agreement between  
**ELGIN U-46 SCHOOL DISTRICT** (Elgin, IL)  
and **PERFORMANCE FACT, Inc.**  
*regarding Development of a Student-Centered Strategic Plan*

## **BACKGROUND**

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **ELGIN U-46 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 July 2024 between the Client and Performance Fact, Inc. The project manager for the Client is Lela Majstorovic, Deputy Superintendent of Instruction. The project managers for Performance Fact, Inc. are Mutiu Fagbayi, President/CEO and Lauren Klaffky, Vice President/Chief Program Officer. This Agreement covers the period from August 2024 to June 2025. 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 **\$82,800** for professional services for the 2024-2025 school year, 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 compilation of presentation materials and ongoing communication with the Superintendent, and with the Board and other stakeholders, as outlined in the Exhibits.

## **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.

October 15, 2024	\$41,400.00
December 15, 2024	\$10,350.00
February 15, 2025	\$10,350.00
April 15, 2025	\$10,350.00
May 15, 2025	\$10,350.00

## 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.

## 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 proprietary 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 Faqbayi

Name

  
Signature

President/CEO

Title

7/31/2024

Date

#### ELGIN U-46 SCHOOL DISTRICT

Dr. Ann Williams

Name (Please Print)

  
Signature

Deputy Superintendent of Operations

Title

8.8.2024

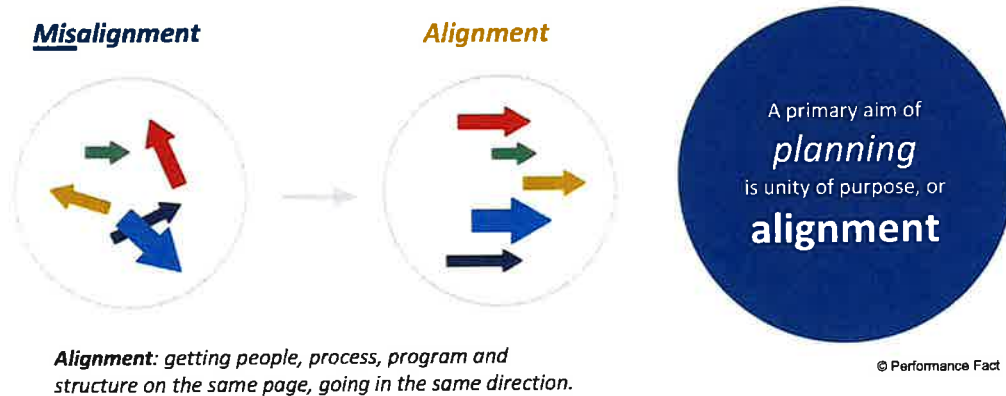
Date

## EXHIBIT A

# MOVING FORWARD AS ONE® STRATEGIC PLANNING & ALIGNMENT

## I. Why Plan? | The Power of Alignment

A primary purpose 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 district, thereby enabling successful accomplishment of the goals of the organization.



To be effective, the alignment process must proactively seek out and embrace the *diverse voices* of the organization's diverse stakeholders. If we want all stakeholders to be committed to and be meaningfully engaged in the *implementation* of the plan, it is wise to involve each stakeholder in the *development* of the plan itself.

## Embracing Diverse Voices & Perspectives

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*Meaningful engagement* strengthens understanding, appreciation and commitment.



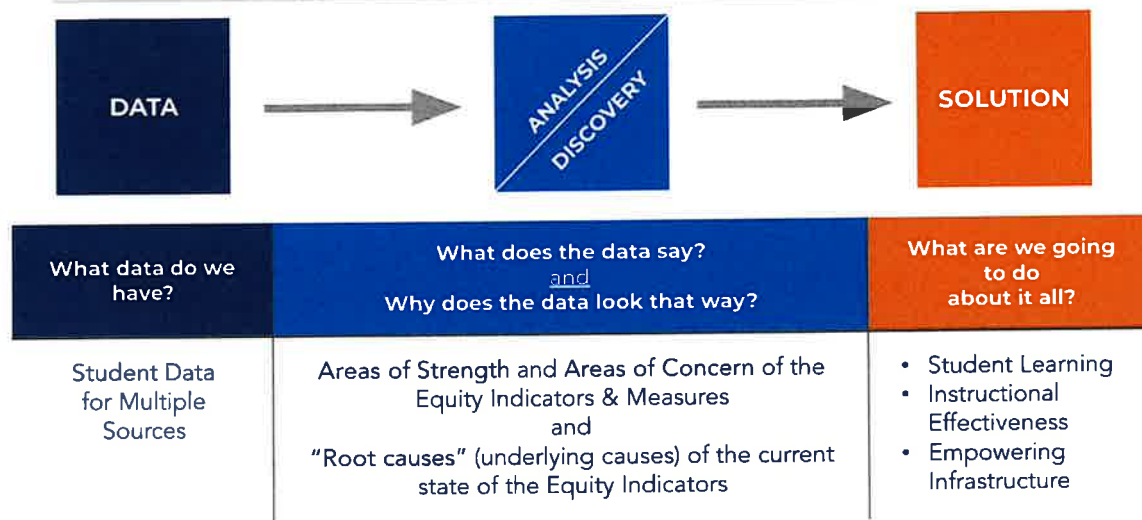
A Core Planning Team (CPT), comprised of representatives of all relevant stakeholder-groups works closely with the Performance Fact team to ensure that the process and outcomes of the strategic planning process are responsive to local needs and realities. The Core Planning Team serves as an “integrator” of all input from all participants; it provides a “reality check” throughout all phases of the planning exercise.

## Phases of the Strategic Planning Process

Phase	Outcomes
Phase 1: Is everyone <u>ready</u> to go?	<i>Mobilization of the community</i> <ul style="list-style-type: none"> <li>● Finalize project scope and calendar with Superintendent/Board</li> <li>● Define planning teams, participants, and communication plan</li> <li>● Conduct orientation sessions with District leaders and Board</li> </ul>
Phase 2: Where are we <u>now</u> ?	<i>Assessment of the current state</i> <ul style="list-style-type: none"> <li>● Conduct focus groups and surveys to capture student and stakeholder voice</li> <li>● Gather and analyze student data</li> <li>● Conduct Standards-Aligned Instructional System Review</li> </ul>
Phase 3: Where are we going next?	<i>Convene Planning Teams to Draft:</i> <ul style="list-style-type: none"> <li>● Long-Term Vision: Vision, Mission, Core Values, Portrait of a Graduate</li> <li>● Draft: Goals, Measures, and Excellence Targets</li> </ul>
Phase 4: Is Everyone Still with us?	<i>Community Forums/Reality Check Sessions</i> <ul style="list-style-type: none"> <li>● Conduct reality check with students</li> <li>● Conduct reality check with family/community stakeholders</li> <li>● Conduct reality check with school-level and district-level staff</li> </ul>
Phase 5: How are we going to get there?	<i>Convene Planning Teams to Develop:</i> <ul style="list-style-type: none"> <li>● Develop Signature Strategies</li> <li>● Articulate the Four Pillars (building blocks), or theory of action</li> <li>● Define Key Actions</li> </ul>
Phase 6: Do we have a clear pathway for follow- through?	<ul style="list-style-type: none"> <li>● Design Final Product</li> <li>● Secure formal approval of the plan (by the board)</li> <li>● Develop Roadmap for disciplined implementation with District Leadership</li> <li>● Define annual priorities and develop implementation plan with District Leadership</li> </ul>

## WHAT WE WILL DO: THE PLANNING MODEL

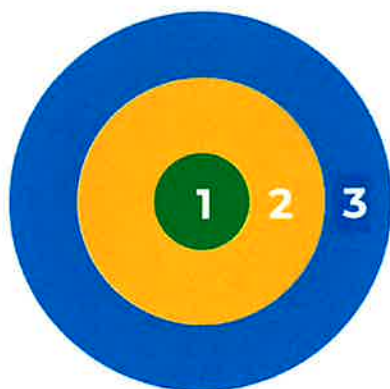
### A Data-driven, Equity-focused Planning Process



## WHAT YOU WILL GET: THE PRODUCTS

### Student-centered Strategic Plan

KEEPING ENDS AND MEANS IN PROPER SEQUENCE.



#### 1. Student Learning

- ▶ Organizing Principles:
  - Promise | Core Values
  - Vision / Mission | Equity Commitment
- ▶ Portrait of a Graduate
- ▶ Outcomes for Students:
  - Aspirational Goals
  - Measures of Student Progress
  - Excellence Targets

#### 2. Instructional Effectiveness

- ▶ Instructional Vision
- ▶ Professional Practices for Effective Instruction
- ▶ Strengthening Standards-aligned Instruction in the Core Programs

#### 3. Empowering Infrastructure

- ▶ Strategy Map:
  - Signature Strategies Method
  - Four Pillars Method
- ▶ Key Actions
- ▶ Roadmap for Disciplined Implementation

## FEES FOR PROFESSIONAL SERVICES

Base Professional Fees & Expenses	\$82,800
<b><u>Contract Total</u></b>	<b><u>\$82,800</u></b>