



PERFORMANCE *fact*, INC.

Developing leaders. Transforming Practices. Inspiring Results.

**Agreement between
VASHON ISLAND SCHOOL DISTRICT (Vashon, WA)
and PERFORMANCE FACT, Inc.
regarding Equity-centered Strategic Planning Process**

BACKGROUND

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **VASHON ISLAND 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 May 2021 between the Client and Performance Fact, Inc. The project manager for the Client is Dr. Slade McSheehy, Superintendent of Schools. The project manager for Performance Fact, Inc. is Mutiu Fagbayi, President/CEO. This Agreement covers the period from July 2021 to March 2022. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

(See Exhibit A, attached)

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of **\$75,000** for professional services according to the estimates and scope of work outlined in *Exhibit A*.

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

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 1, 2021	\$12,500
November 1, 2021	\$12,500
December 1, 2021	\$12,500
January 2022	\$12,500
February 2022	\$12,500
March 1, 2022	\$12,500

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.

10. CRIMINAL RECORDS CHECK

In the event the Contractor or any of the Contractor's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, the Contractor shall require a record check through the Washington State Patrol criminal identification system under RCW 43.43.830–43.43.834, RCW 10.97.030, RCW 10.97.050, and through the Federal Bureau of Investigation, before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment and to the District. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or Contractor shall pay costs associated with the record check.

11. CRIMES AGAINST CHILDREN

The Contractor is prohibited from employing any person who will provide services under this Agreement and who may come into contact with children in public schools if the person has pleaded guilty to or been convicted of a felony crime specified in RCW 28A.400.322. Failure of the Contractor to comply with this section shall be grounds for termination of this Agreement.

12. CONFIDENTIALITY

The Contractor may be exposed to confidential information, including but not limited to personally identifiable information from student records. Pursuant to the Family Educational

Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., ("FERPA") and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., ("IDEA") the Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. The Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. The Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the District at the conclusion of this contract. Personally identifiable student information or any other information declared confidential by the District shall not be disclosed unless authorized in writing by the District. It is agreed that this obligation of confidentiality shall survive the termination of this Agreement.

13. NON-DISCRIMINATION

No person shall be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination in connection with any activity or service performed pursuant to this Agreement on the grounds of race, color, national origin/language, marital status, HIV/Hepatitis C status, sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, or the use of a trained guide dog or service animal by a person with a disability.

14. COOPERATION WITH AUDITS

The Contractor agrees to cooperate with any inquiry by either the District or the state auditor relating to the performance of this Agreement. The District has the right to audit records of the Contractor relating to payment or performance under this Agreement. Failure to cooperate may be cause for termination of this Agreement and/or ineligibility for future contracts. This provision shall survive termination of this Agreement.

15. SUSPENSION/DEBARMENT

I certify, by acceptance and fulfillment of this contract, that I and/or my company is not suspended or debarred from doing business with the Federal Government. If I and/or my company is suspended or debarred, I will promptly notify the School District.

CONTRACT TERMS ACCEPTED:

PERFORMANCE FACT SIGNATORY

MUTIU O. FAGBAYI

Name



Signature

President/CEO

Title

May 12, 2021

VASHON ISLAND SD SIGNATORY

Slade McSheehy

Name (Please Print)



Signature

Superintendent

Title

5/24/2021

Date

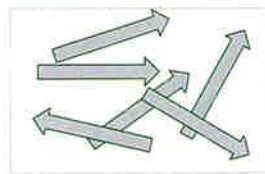


MOVING FORWARD AS ONE™ Equity-centered Strategic Planning & Implementation

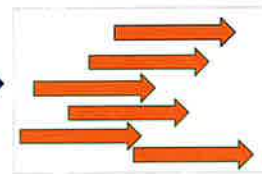
Why Plan?

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 or school district, thereby enabling successful accomplishment of the goals of the organization.

Misalignment



Alignment



Alignment: getting people, process, program and structure on the same page, going in the same direction.

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

Performance Fact's strategic planning process utilizes a series of stakeholder-teams to guide clients through the development of a strategic alignment plan that embraces the community's diverse voices.

Each school system defines its relevant stakeholders, mindful of the paramount importance of broad-based, equitable representation within and across stakeholder groups.

Embracing Diverse Voices & Perspectives



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

Phases	Purpose, Process, Participants
Phase 1: Is everyone <u>ready</u> to go?	<i>Mobilization of the community</i> <ul style="list-style-type: none"> Finalize project scope and calendar with Superintendent/Board Define planning teams, participants, and communication plan Conduct orientation and listening sessions with selected stakeholders
Phase 2: Where are we <u>now</u>?	<i>Assessment of the current state</i> <ul style="list-style-type: none"> Conduct focus groups or surveys to capture student voice and stakeholder voice Analyze student data using the 4-Lens™ data analysis protocol Conduct root-cause analysis of current state of student learning and professional practices
Phase 3: Where are we going next?	<i>Purpose, student outcomes, and benchmarks</i> <ul style="list-style-type: none"> Reaffirm purpose: vision, mission, core values, equity statements Clarify outcomes for students: goals and measures of success Set performance benchmarks: achievement targets
Phase 4: Is everyone still with us?	<i>Reality check</i> <ul style="list-style-type: none"> Conduct reality check with students Conduct reality check with family/community stakeholders Conduct reality check with school-level and district-level staff
Phase 5: How are we going to get there?	<i>Building blocks, practices, strategies</i> <ul style="list-style-type: none"> Articulate the Four Pillars (building blocks), or theory of action Define Professional Practices for Instructional Effectiveness Define Educational Strategies and Key Actions
Phase 6: Have we aligned resources to the plan?	<i>Allocation of resources</i> <ul style="list-style-type: none"> Identify major resource implications (people, time, money) Define guidelines for acquiring and allocating resources Realign organizational structure, as appropriate
Phase 7: Do we have a clear pathway for follow-through?	<i>Roadmap for Disciplined implementation</i> <ul style="list-style-type: none"> Secure formal approval of the plan (by the board) Develop Roadmap for disciplined implementation Define Year 1 priorities and develop implementation plan

What We Will Do: The Planning Model

Equity-centered Strategic Planning Framework

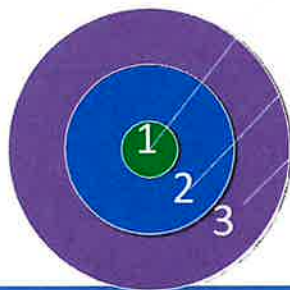


What data do we have?	What does the data say? and Why does the data look that way?	What are we going to do about it all?
Student Data from multiple sources	Student learning Areas of Strength and Areas of Concern and “Root causes” (underlying causes) of the current state of student learning, growth, and success	<ul style="list-style-type: none"> • Student Learning • Instructional Effectiveness • Empowering Infrastructure

What You Will Get: The Products

Equity-centered Strategic Planning:

“Ends and means in proper sequence.”



Student Learning

- Equity Principle
- Portrait of a Graduate
- Vision, Mission, Core Beliefs
- Goals & Measures of Student Success
- Performance Targets/Benchmarks

Instructional Effectiveness • “Four Pillars” (building blocks)

- Professional Practices

Empowering Infrastructure

- Equity Commitments
- Strategic Priorities & Key Actions
- Implementation Roadmap

Level 2 Strategic Planning Process

Level 1: Foundation	Level 2: Premier	Level 3: Premium	DYO: Design Your Own	<u>1</u>	<u>2</u>	<u>3</u>	<u>DYO</u>
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DATA

What data do we have?

Student Data	Compile multi-year student data from multiple sources.	•	•	•	
Student Voice	Administer online student survey <u>and</u> facilitate student focus group sessions.	•	•	•	
Equity Indicators & Measures	Compile comprehensive data on indicators of educational equity (based on the report of the National Academies of Science, Engineering & Medicine)		•	•	
Practitioners' Voices	Administer online survey of teachers, leaders, and staff.			•	
Parent/Family Voice	Administer online survey of parents and care-givers.			•	
Community Voice	Administer online survey of community stakeholders.			•	

ANALYSIS

What does the data say?

4-Lens™ Analysis of Student Data	Analyze qualitative and quantitative student data using the 4-Lens™ protocol [Lens 1 – Growth; Lens 2 – Consistency; Lens 3 – Equity; Lens 4 – Standards]; determine highest-priority Areas of Strength and Areas of Concern, based solely on student data.	•	•	•	
Equity Audit: Student Experiences	Analyze disparities in student outcomes and access to opportunities and resources (based on the indicators of educational equity of the National Academies of Sciences, Engineering, and Medicine); determine the “equity challenges.”		•	•	

DISCOVERY

Why does the data look that way?

Assessment of the Standards-aligned Instructional System	Assess the effectiveness of core academic programs relative to the components of a standards-aligned system: A – Standards; B – Assessments; C – Curriculum; D – Instruction; E – Instructional Materials & Resources; F – Interventions & Acceleration.	•	•	•	
Root-cause Analysis	Determine the underlying causes of the current state of student learning, growth, and success.	•	•	•	
Equity Audit: Professional Practices, Services, & Supports	Conduct a rigorous evaluation of professional practices, services, and supports to clarify the causes of the disparities in outcomes and access among student-groups (i.e., the “equity challenges”).			•	

continued →

Level 1: Foundation Level 2: Premier Level 3: Premium DYO: Design Your Own	<u>1</u>	<u>2</u>	<u>3</u>	<u>DYO</u>
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SOLUTION

What are we going to do about it all?

1. Student Learning					
Portrait of a Graduate	Articulate the qualities and attributes of a high school graduate: the knowledge, skills, and disposition of a graduate equipped for success at the next level.		●	●	
Core Purpose	Clarify the vision, mission, and core values of the organization.	●	●	●	
Goals, Measures, Benchmarks	Set the goals for student success; define the measures of student progress towards the goals, and specify the performance benchmarks (i.e., "excellence targets").	●	●	●	
Equity Principles and Equity Challenge	Articulate the organization's equity commitments and define specific targets for closing/eliminating the disparities in outcomes and access for identified student-groups (i.e., "equity challenge" populations).		●	●	

2. Instructional Effectiveness					
"Four Pillars"	Define the building blocks of a coherent, durable framework or theory of action; i.e., the capabilities that must be developed to realize the outcomes for students.	●	●	●	
Professional Practices	Outline the foundational teaching practices, leadership practices, and organizational practices essential for continuous improvement of instruction at every level.	●	●	●	
Instructional Priorities: Core Subjects	Outline the priorities for continuous improvement of each component of standards-aligned instructional system for the core subjects: A – Standards; B – Assessments; C – Curriculum; D – Instruction; E – Instructional Materials & Resources; F – Interventions & Acceleration.		●	●	
Educational Strategies	Define equity-focused high-impact strategies, processes, and for each Goal or Pillar (as appropriate).	●	●	●	

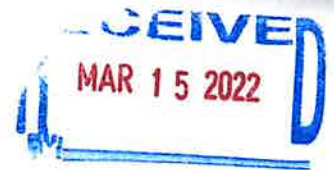
3. Empowering Infrastructure					
Mission-focused Supports & Services	Define system-level services and supports to support students and schools, and to cultivate a high-trust, equitable, continuous learning, and accountable culture.		●	●	
Leadership for Results	Outline recommendations for strengthening leadership competence, confidence, and courage at every level, and for championing a culture of equitable access and equal outcomes for all students.		●	●	
Implementation Roadmap	Develop a detailed roadmap for disciplined implementation, including explicit milestones for Year 1 and a blueprint for Year 2 and Year 3.		●	●	
Needs-based Resource Allocation	Develop guidelines for equitable allocation of resources, with particular attention to closing/eliminating disparities in outcomes and access among student-groups.			●	

PERFORMANCE

fact

INVOICE

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PO# 5122100002

BILL TO

Vashon Island School District
PO Box 547
Vashon, WA 98070

INVOICE # 1538

DATE 03/07/2022

DUE DATE 04/06/2022

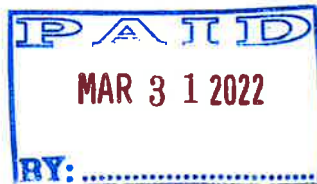
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Services - Strategic Planning Strategic Planning	1	12,500.00	12,500.00

Invoice 6 of 6

BALANCE DUE

\$12,500.00



Received OK To Pay
Vashon Island School District

Ⓢ K Adams 3-15-22
name date

see attached email
from Jodi Burwell

PERFORMANCE

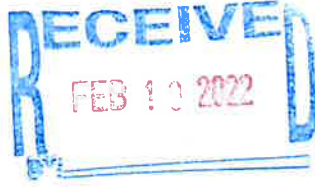
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Vashon, WA 98070



INVOICE # 1527

DATE 02/07/2022

DUE DATE 03/09/2022

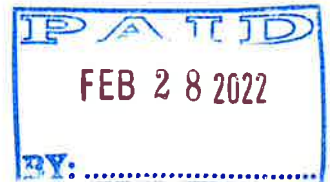
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ACTIVITY	QTY	RATE	AMOUNT
Services - Strategic Planning Strategic Planning	1	12,500.00	12,500.00

Invoice 5 of 6

BALANCE DUE

\$12,500.00



Jodi Benwell
2.10.22
5122100002



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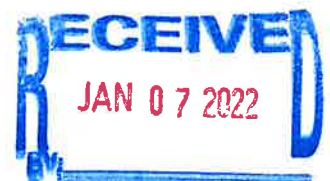
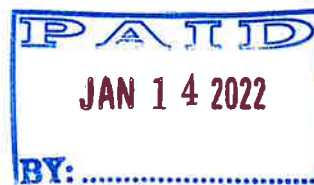
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Invoice 2 of 6

BALANCE DUE**\$12,500.00**

Jodi Barwell
1.6.22
5122100002





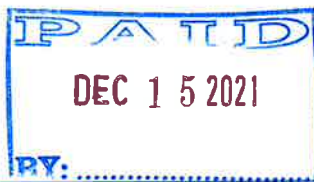
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INVOICE # 1507
DATE 12/01/2021
DUE DATE 12/31/2021
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Services - Strategic Planning Strategic Planning	1	12,500.00	12,500.00

Invoice 3 of 6

BALANCE DUE

\$12,500.00

Jodi Burwell
12.2.21

P.O. 5122100002

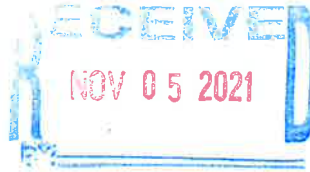


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Vashon, WA 98070



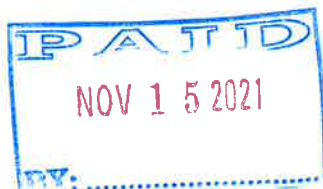
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DUE DATE 12/01/2021
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Invoice 2 of 6

BALANCE DUE

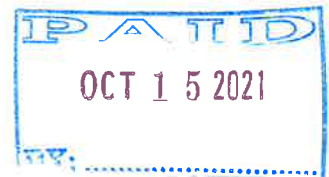
\$12,500.00



Jodi Burnell
11.4.2021
5122100002



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BILL TO

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PO Box 547
Vashon, WA 98070

INVOICE # 1492

DATE 10/01/2021

DUE DATE 10/31/2021

TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
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Invoice 1 of 6

BALANCE DUE

\$12,500.00

Jodi Banwell
10.1.21
5122100002