

Memorandum

TO: Bill Hanson, Chief Financial Officer, ISD 709

FROM: Jodi Korzenowski, Project Director

DATE: March 1, 2010

SUBJECT: Barbara Burke, Consultant

BACKGROUND: We are seeking to extend the contracted consulting services of Barbara Burke, dba. Creating Futures, LLP.

RECOMMENDATION:

It is recommended that the Duluth School Board direct Administration to accept an addendum for the contracted services of Barbara Burke with costs not to exceed \$24,000 as outlined in the attached 'Proposal for Contract Extension for SSHS', to provide sustainability consulting services for the Duluth, Hermantown and Proctor SSHS Initiative. In addition, the school board authorizes the Chair to approve said contract, reflecting terms substantially consistent with the proposal.

Proposal for Contract Extension for SSHS: January-June, 2010

Creating Futures, LLP

Barbara S. Burke, Ed.D, Education Consultant

	Group	Consultant Responsibility	Deliverable
January	Superintendent Meeting	Prepare <i>Summary of Sustainability Planning</i> to-date, using the SSHS 'Foci of Sustainability' template	<i>Summary of Sustainability Planning</i> as of 1/20/09 Design tool for Agency discussions
	Partner Meeting	(1/25/10) Modify <i>Summary of Sustainability Planning</i> for Partners as needed; and Design, prepare for and facilitate hands-on activity for Partners around the topic of sustainable v. non-sustainable functions	Report: <i>Summary of Sustainability Planning, 1-22-10</i> (includes data from each group listed in the 'activity' column for January Group Meetings) All materials for the Activity Summary of Partner Feedback
	Group Meetings: Comprehensive Groups	SEL- MH & EC – (1/4-8/10) Review DRAFT 1 of <i>Sustainability Planning Worksheets</i> through email, modify as needed	For each group - <i>Sustainability Planning Worksheet – DRAFT 2</i>
		SEL- MH & EC – (1/19-21/10) Meet with groups to identify non-sustaining functions and plan for completing/phasing-out those functions	Template and directions to complete planning document & Summary of Recommendations regarding completion/phase-out of non-sustaining functions
		Truancy – (1/19-21/10) Meet with LSS Consultant to identify the nexus of our activities and draft the <i>Sustainability Planning Worksheet</i> for SSHS & LSS staff review	Plan with staff prior to mtg. Completed <i>Sustainability Planning Worksheet- DRAFT 1</i>
Work Group Meetings: Phase II Groups(Condensed)	Wellness & Cross-Cultural - (1/19-21/10) Plan and co-facilitate with SSHS staff, sustainability planning meetings	Meeting Agenda, Worksheets & a completed <i>Sustainability Planning Worksheet</i> for each grp	
February	Superintendents & Agency CEOs	Prepare DRAFT communication document including directions for District/Agency discussions regarding budget implications for the proposed Work Group <i>Sustainability Plans</i>	Template to Guide District/Agency discussions regarding Budget Implications of <i>Sustainability Plans</i> ; and Completed summary of <i>Sustainability Plans</i> for review
	Partners	Communication regarding March Mtgs.	
	Work Group Mtgs: Comprehensive	Prepare directions and materials needed for the groups to complete the 'TASK' section of their <i>Action Plans</i>	Template for <i>Action Plans</i> , including an Implementation Plan for September, 2010
	Work Group Mtgs: PhaseII,Condensed	Send completed <i>Sustainability Planning Worksheet- DRAFT 1</i> and DRAFT <i>Action Plans</i> to groups for review	Completed Draft <i>Action Plans</i> based on January discussions

C.b.a.

AGREEMENT

APPROVED BY
THE SCHOOL BOARD

day of NOV 17, 2009

AS A PART OF
THE BUSINESS AGENDA

THIS AGREEMENT, made and entered into this 17 day of NOV, 2009, by and between Independent School District #709, a public corporation, hereinafter called District, and Creating Futures, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1, 2009, and shall remain in effect until July 31, 2010, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (See Attachment for Deliverables.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 24,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.



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Creating Futures with Individuals, Teams, Organizations & Communities

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MEMORANDUM

DATE: October 22, 2009

TO: Jodi Korzenowski, Director
Safe Schools Healthy Students Grant

FROM: Barbara S. Burke, EdD
Creating Futures, LLP

RE: Contract Deliverables

As per our earlier discussion, I am submitting to you, a list of five deliverables that will be built into my contract with Duluth Public Schools for work to be completed in conjunction with the Safe Schools Healthy Students Grant.

1. Development of a Sustainability Process and Timeline for Partners and Work Groups to achieve work outlined in E6 and Goal 7, in conjunction with Project Director and Grant Evaluators.
2. Facilitation of Hands-on Learning Experiences for Partners at 4 quarterly Partners Meetings: October, 2009; and January, April and July, 2010. This includes planning meetings, preparation of materials, and debriefing the results of the sessions.
3. Using an adapted version of the 'train the trainers' model, design and facilitate work group meetings focused on setting priorities and procedures for sustainability of Grant initiatives.
4. Consultative services to grant staff and work groups on the Adaptive Processes (Heifitz, 2008) for achieving sustainable networks and processes.
5. Consultative services to grant staff and work groups on the Technical Processes (Heifitz, 2008) necessary to achieve Grant Elements E6 & E7.