



**MEQUON-THIENSVILLE SCHOOL DISTRICT
BOARD OF EDUCATION**

EXECUTIVE SUMMARY

<u>Subject:</u> Action to Approve Strategic Planning Vendor	<u>Category:</u> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Discussion <input type="checkbox"/> Information
<u>Attachments:</u> Agreement for Services between the Mequon-Thiensville School District and the ECRA Group, Inc.	<u>Date for Consideration:</u> October 31, 2011

Background

A sub-committee of three Board members and the Superintendent was formed to analyze the seven RFP's that were submitted to provide Strategic Planning services to the District. The committee recommendations, proposals and Board discussion items are listed below:

I. Committee Recommendations & Proposals

- Output must include: mission statement, vision statement, action plans and data dashboard.
- The process duration should be between six to nine months.
- Target start date – November 2011

II. Vendor Analysis

Vendor	Pro	Con	Cost	Recommendation
Cambridge	Turn key vendor, national reputation, reasonable costs	Software driven, high level of staff management, limited flexibility in schedule	\$43,500	No
Halladay	School district experience, structured process	All day sessions, limited flexibility, location concerns	\$35,000 Plus	No
Practical Philanthropy Group, LLC	Researched the District, limited time requirement, short time line	Lack of buy in by stakeholders, focused on internal vs. external educational imperatives, no key performance indicators.	\$45,000	No
The District Management Council	Experience with large school districts, structured approach	Price, onsite availability questioned	\$150,000	No
Gary Schumacher, Ph.D.	Strong process, former Superintendent, teaches SPP, low price	Onsite availability questioned	\$15,000	No

Vendor	Pro	Con	Cost	Recommendation
Nancy Blair/Peter Jonas	Familiar with MTSD, reasonable price, schedule flexibility, local school district experience (Whitefish Bay and South Milwaukee)	Familiar with MTSD, process structure is a concern	\$22,000	No
ECRA Group	Strong school district experience, experience with “like” school districts, structured process, located in IL, strong optional elements to consider, demonstrated output	High cost vendor, not as flexible as a local vendor	\$89,300	Yes

Recommendation(s):

A motion to approve the ECRA Group for Strategic Planning in the Mequon-Thiensville School District.

Submitted By: Strategic Planning Sub-Committee	
Board of Education Action:	<input type="checkbox"/> Approve <input type="checkbox"/> Reject <input type="checkbox"/> Research/Report Back



AGREEMENT FOR SERVICES
Mequon-Thiensville School District and ECRA Group, Inc.

Parties: This Agreement for Services, hereinafter “Agreement” is entered into by and between **ECRA Group, Incorporated**, hereinafter “ECRA” and **Mequon-Thiensville School District**, hereinafter “District”.

1.0 **Scope of Services.** The District desires to retain ECRA to provide research, evaluation and strategic planning services, which consist of the following:

Phase I: Conduct Research

- 1.) Conduct board of education interviews
- 2.) Conduct 6 focus groups, one with each of the following stakeholder groups:
 - a. District administrators
 - b. School administrators
 - c. Faculty
 - d. Staff
 - e. Parents
 - f. Students
- 3.) Review the district’s documented mission, vision and values
- 4.) Review district archival data and reports
- 5.) Analyze district achievement data
- 6.) Conduct the following surveys:
 - a. Administrator, faculty and staff
 - b. Parent
 - c. Student
- 7.) Prepare a short report documenting the research findings and data to substantiate findings.

Phase II: Develop Strategic Plan

- 8.) Document mission and vision for the District, guiding principles for future decision-making, and the future direction desired by its stakeholders.
- 9.) Develop the Strategic Plan to serve as a broad outline to guide direction for the school district. The Strategic Plan will contain:
 - a. Mission & Vision
 - b. Guiding Principles
 - c. Goals

- d. Strategic Challenges
 - e. Strategies
- 10.) Prepare a formal strategic plan report consisting of mission, vision, values, goals, strategic challenges and strategies.

Phase III: Develop Implementation Plan

- 11.) Provide templates and resources to develop tactics, action plans, metrics, timelines, roles and responsibilities.
- 12.) Facilitate 5 administrator planning meetings
- 13.) Facilitate the completion of implementation templates, consisting of the following:
 - a. Goals
 - b. Strategies
 - c. Action plans
 - d. Metrics
- 14.) Develop public district dashboard to monitor progress toward goals.

1.1 ECRA shall devote its best efforts, skill, and attention to the performance of services under this Agreement. ECRA shall be available at such times and places as may be mutually agreed to by the parties for the performance of services under this Agreement.

2.0 **ECRA Responsibilities.**

2.1 ECRA shall provide all technology and research staff necessary to implement the services contained in this agreement, including but not limited to technology, research expertise, and consulting.

3.0 **District Responsibilities.**

3.1 The District shall furnish to ECRA in a prompt matter all such data, documents, information, materials, decisions or approvals of the District as ECRA shall reasonably request or require in performance of services under this agreement.

3.2 The District shall be responsible for confirming the accuracy of data provided to ECRA.

4.0 **Compensation and Fees.**

4.1 In consideration for services, the District will pay to ECRA \$84,300. Payments shall be divided as follows:

Upon signing of this Agreement	\$24,300
Upon completion of Phase I	\$20,000

Upon completion of Phase II	\$20,000
Upon completion of Phase III	\$20,000
TOTAL	\$84,300

4.2 Ongoing costs related to the dashboard, including but not limited to hosting, maintenance, data updating, data analysis, data collection and consulting are not contained in this agreement. Upon completion of the dashboard, ECRA will provide a proposal to the District to perform said services.

5.0 **Reimbursable Expenses.**

5.1 The District shall reimburse ECRA for out-of-pocket costs for disbursements or expenses including but not limited to:

- a. postage or messenger service.
- b. all printing, including but not limited to surveys, documents, reports, frameworks and other collateral materials.
- c. lodging, air fare, travel by vehicle and applicable meals

6.0 **Business Relationship.**

6.1 **Independent Contractor.** The District and ECRA agree that ECRA does not have the status of employee, shall not be entitled to any employee fringe benefits, and shall function as an independent contractor. ECRA is responsible for determining the appropriate means and methods to perform services consistent with the District's needs under this Agreement. ECRA shall not hold itself out as an agent or representative of the District, and has no authority to bind or obligate the District in any manner. Nothing contained in this Agreement shall be construed as making the parties joint venturers or as granting to either party the authority to bind or contract any obligations in the name of or on account of the other party, to make any representations, guarantees, or warranties on behalf of the other party. Unless otherwise agreed on a project by project basis, ECRA shall supply its own office, equipment, tools, and materials, other than District computers and hardware as available, in fulfillment of its obligations under this Agreement.

6.2 ECRA agrees to provide services as described in section 1 (Scope of Services) at a quality level that is acceptable to the District. ECRA shall devote its best efforts, skill, and attention to the performance of services under this Agreement. ECRA shall provide services at such times and places as may be mutually agreed to by the parties for the performance of services under this Agreement.

7.0 **Intellectual Property.**

7.1 **Definitions.** For purposes of this Agreement, the term "Intellectual Property" includes, but is not limited to, software, inventions, developments, discoveries, concepts, ideas, processes,

techniques, formulas, products, materials, works of authorship, and the like, as well as improvements thereof or know-how related thereto (whether patentable or not) relating to any present or prospective activities of ECRA.

7.2 **Ownership.** The District agrees that any and all Intellectual Property and technology designed, made or conceived by ECRA (solely or jointly with others) during the term of this Agreement, whether or not during the normal hours of employment or with the use of District facilities, materials or personnel, which pertain to the present or prospective activities of ECRA, or are suggested by or otherwise arise out of ECRA's work for the District, is the sole property of ECRA, without royalty or other consideration to the District.

7.3 **Personal Data Protection.** The parties agree to be bound by all applicable laws, including those under FERPA.

8.0 **Confidentiality.** The District understands that it is unlawful for it to either disclose to any person outside of the District's employment or make any unauthorized use of trade secrets or confidential information unless it can be shown that such information has become public knowledge through no act of the District, and the District agrees not to disclose such information, except as may be required under the Freedom of Information Act. It is understood that trade secrets and confidential information including, without limitation, intellectual property, marketing plans, product information, customer contact information, price schedules, formulas and other product characteristics, sales projections, product development plans, and the like, and further includes technical and business concepts related to ECRA's business, whether developed in whole or in part by ECRA and whether or not reduced to practice.

9.0 **Term and Termination.**

9.1 **Term of Agreement.** This Agreement shall become effective on the date of signing and will continue in effect until the completion of phase III.

9.2 **Termination.**

(a) **Default.** Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure. In addition, if at any time after commencement of the services ECRA substantially fails in its obligations under this Agreement, the District may terminate this Agreement upon thirty (30) days' written notice to ECRA. In the event this agreement is terminated by the district, ECRA will invoice the district for any amounts not yet paid to ECRA by the district for the phase in which the agreement was terminated.

(b) **Mutual Agreement.** Nothing herein prevents the District and ECRA from mutually agreeing to terminate this Agreement at any time.

10.0 **Remedies.**

10.1 Indemnification. The District shall indemnify and hold harmless ECRA and its officers, employees, agents and staff against any and all costs and liabilities, including without limitation reasonable attorneys' fees and costs arising out of any act or omission of the District or its employees or agents in connection with this Agreement. ECRA shall indemnify and hold harmless the District, its Board of Education, its members, and its employees, agents and staff against any and all costs and liabilities, including without limitation reasonable attorneys' fees and costs arising out of any act or omission of ECRA or its officers, employees or agents in connection with this Agreement.

10.2 Warranty of Services. ECRA makes no representations or warranties, express or implied, including without limitation any implied warranties of design, merchantability, or fitness for any specific or general purpose and those arising by statute, or by law, or from a course of dealing, or usage of trade.

11.0 **Other Terms.**

11.1 Transfer of Rights. The District may not assign this Agreement or any of its rights or obligations hereunder. ECRA may not assign this Agreement or any of its rights or obligations hereunder without the prior written approval of the District.

11.2 Severability. The invalidity of any provision or term of this Agreement shall not affect the validity of any other provision or term.

11.3 Entire Agreement. This Agreement along with any attachments or exhibits contains the entire understanding of the parties relating to the subject matter of this Agreement and supersedes any prior written or oral agreements.

11.4 Survival. The provisions of Sections 4.1, 4.2 and 7.1 and all obligations of the District to pay or reimburse ECRA for any amounts arising under this Agreement shall survive any termination of this Agreement.

11.5 Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the District:

Mequon-Thiensville
5000 West Mequon Road
Mequon, Wisconsin 53092
Attention: Superintendent

If to ECRA:

ECRA Group, Inc.
5600 N. River Road, Suite 180
Rosemont, IL 60018
Attention: John Gatta, President

11.6 Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

11.7 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

11.8 Governing Agreement. This Agreement governs the relationship between the parties and supersedes any and all existing agreements.

ECRA Group, Inc.

Mequon-Thiensville School District

Title

Title

Date

Date