

BURGES & BURGES

S T R A T E G I S T S

Agreement

This agreement is made between Burges & Burges Strategists, Inc. (Burges & Burges), 26100 Lake Shore Boulevard, Cleveland, OH 44132, and the Dayton Public Schools (DPS), 115 S. Ludlow Street, Dayton, OH 45402. DPS desires to retain Burges & Burges to provide DPS with strategic communications consulting services and community engagement. Burges & Burges will provide such services to DPS subject to the terms and conditions set forth below. Burges & Burges and DPS agree as follows:

I. Scope of Services

Burges and Burges will provide those services set forth in the attached **Exhibit A**.

II. Compensation

Fees

DPS agrees to pay Burges & Burges six thousand dollars (\$6,000) per month from January 1, 2009 through June 30, 2010.

Expenses

DPS agrees to reimburse Burges and Burges for the IRS approved rate for mileage and actual costs for shipping and volume copies that are directly related to Burges and Burges' performance of this agreement.

Other Costs

Fees do not cover the costs for third-party vendor services such as media time and space, surveys, postage, mailing lists, design, production and distribution of printed or video materials.

III. Duration of Agreement

Burges & Burges will commence work on January 1, 2009 and shall continue through June 30, 2010. Burges & Burges agrees to perform promptly any services required by the agreement, and DPS agrees to pay promptly for services.

IV. Termination

In the event that one party defaults on the terms of this agreement, is insolvent, or commits an act of bankruptcy, the other party may treat this agreement as terminated if such default or breach is not cured within seventy-two (72) hours following receipt of written notice from the other party.

Either party shall have the right to terminate this agreement with thirty (30) days advance written notice to the other party.

In the event of termination or expiration of this agreement, such termination or expiration shall not affect the rights or obligations of any party that may have accrued on or prior to the effective date of termination.

V. Waiver or Default

The waiver by any party of any default by the other party shall not affect or impair any rights with respect to any subsequent default, nor shall any delay or omission to exercise any right arising for the occurrence of an event of default affect or impair any right as to the same or any future default.

VI. Assignment

Neither party may transfer this agreement in any manner whatsoever without the written approval of the other.

VII. Independent Contractor

Burges & Burges is retained by DPS only for the purposes and to the extent specified in this agreement. Burges & Burges' relationship to DPS shall be that of an independent contractor.

VII. No Personal Liability

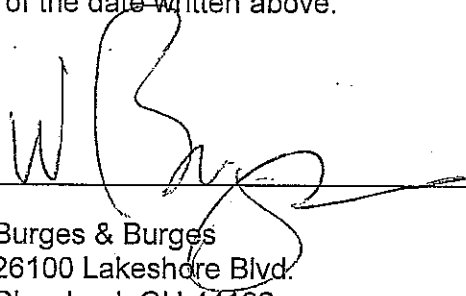
No representative, agent, or employee of Burges & Burges or DPS shall have any personal liability to the other.

IX. Amendment and Interpretation

This agreement may be amended only by the written agreement of the parties.

The parties hereto have executed this agreement as of the date written above.

Dayton Public Schools
115 S. Ludlow Street
Dayton, OH 45402



Burges & Burges
26100 Lakeshore Blvd.
Cleveland, OH 44132
(EIN: 34-1490500)

Date



Date

ALL INFORMATION
APPROVED
FOR RELEASE
DATE 1/2/09 - Maylor

Exhibit A

Scope of Services

1. Develop and provide strategic and tactical input and information to the Superintendent and his designees about areas of external and community affairs that are vital to the District's relationships and progress. We would not be the only source of such information, but are an objective one and able to recommend credible action steps. We would provide the superintendent with information, recommendations on next steps, and completed staff work to help carry out those steps.
2. Provide direct assistance to the Superintendent and Board as appropriate for building and strengthening key external relationships that are crucial for transforming DPS to a stronger district. This would begin with the development of a plan for improving the District's most important external relationships, and fixing any that might still be in disrepair. We would work directly with Superintendent, Deputy and Board on this matter.
3. Assist the Board, Superintendent and communications office by developing pro-active communications strategies, updating key materials and documents, refining on-message content and improving delivery of public presentations and appropriate responses when situations occur that require assistance. We are aware that DPS sees this as an immediate need, and it will be one of our early areas of attention. Our key contact here is Ms. Moberley, and we will also engage the entire leadership team as needed.
4. Develop and assist in the execution of a District marketing plan including ongoing market research and customer feedback, image and brand enhancement and student enrollment marketing that attract a greater proportion of local students to DPS. Help DPS to integrate and adapt its market research, recruitment and customer services initiatives so they are aligned with district goals. The plan would be initiated for the 2009-10 school year, meaning that we need to begin work in early January. We believe that its impact will be seen over the long run as DPS results improve and the District's product itself becomes more sustainable. The Superintendent, Deputy Superintendent, Chief Academic Officer and Public Information Director are integral to this effort.
5. Help the DPS public information staff strengthen internal communications processes. This would begin with recommendations from the Community Leadership Committee's Evergreen and Council of Great City Schools reports, and could involve developing other data as reasonable and necessary. We would help DPS improve vital communications on key issues in order to face the educational, financial and organizational. Excellent organizational communication is critical for strengthening DPS. It is needed for academic results, operational efficiencies, customer service and financial performance. We would work closely with the senior management team on enhancing internal communications.
6. Help the District to design, staff and initiate a viable community relations function to complement its strong public information/media relations program. We all agree that this function has been long neglected, and have seen what working to build and strengthen community ties can do in just the last eight months. Now is the time to make these types of gains a permanent feature of your organization. DPS must be proactive, executing board community relations policies, sustaining strong relationships with local contacts, and prioritizing

function has been long neglected, and have seen what working to build and strengthen community ties can do in just the last eight months. Now is the time to make these types of gains a permanent feature of your organization. DPS must be proactive, executing board community relations policies, sustaining strong relationships with local contacts, and prioritizing the use of Superintendent and the Board time. We would assist DPS in identifying the resources necessary to conduct the community relations function. The Superintendent and Public Information Office would be our key partners in this effort.

7. Help DPS utilize its web site, customer lists [public directory information] and other community data bases as a platform for "connecting" much better with parents, and guardians, local constituents, community leaders and Dayton residents. Design a plan to help transition DPS communications, customer outreach and feedback to utilize more e-mail and possibly text messages given today's communications technology. The Deputy Superintendent, Chief Academic Officer and Public Information Director would need to be involved here, with us in this work, may include recommendations to re-allocate staff.

8. Help the District identify constituencies and neighborhoods where its image and brand need particularly intense work to see improvement, and recommend the development, adaptation or enhancement of strategies and tactics to strengthen the District's position in those areas.

9. Advise the District and new Accountability Panel on how to best communicate with residents and the media in easy to understand formats regarding the ongoing progress of the District and areas that need continued improvement.

10. Contribute to the DPS strategic plan and how it is communicated, and provide other assistance as needed by the Superintendent, Deputy and Public Information Director.