# BOARD OF EDUCATION OF BALTIMORE COUNTY Towson, Maryland 21204

#### **AGREEMENT**

# Professional Development, Coaching, and Consulting Services Contract RGA-123-13

- 1.0 In consideration of the provisions contained herein, Pacific Educational Group, Inc. (Consultant) and the Board of Education of Baltimore County (Board) or Baltimore County Public Schools (BCPS) enter into the contract to provide professional development, coaching, and consulting services.
- 2.0 Incorporation of Proposal Documents

The terms and conditions set forth in the proposals of the Consultant, Attachment A (proposal dated May 16, 2013) and Attachment B (proposal dated May 23, 2013), are hereby incorporated in to this contract, except that in the event of a conflict, the terms of this contract shall govern.

- 3.0 Responsibilities of the Parties
  - 3.1. For the purposes of this contract, the Consultant will provide services related to developing and accelerating BCPS' capacity to engage in systemic equity transformation and eliminate racial educational disparities. Consultant shall:
    - 3.1.1. Perform the services as specified in the attached Consultant's Duty List, attached as Attachments A and B.
    - 3.1.2. Report to Lisa Williams, Office of Equity and Cultural Proficiency.
  - 3.2. The Consultant shall invoice BCPS for services provided.
    - 3.2.1. The Board shall compensate the Consultant for the performance of the duties set forth in Attachments A and B in the amount of One hundred six thousand three hundred dollars (\$106,300.00).
    - 3.2.2. Payment will be made to Consultant for services provided upon receipt of an invoice. The Board shall not be responsible for the payment of interest. This amount includes all expenses, and may be adjusted accordingly, not to exceed \$106,300.00 over the term of this Agreement.
    - 3.2.3. The Consultant shall be paid only for items or services that are specifically named in the Agreement. No additional costs for items or services will be paid by the Board without prior written consent of the

#### Board.

#### 4.0 Termination and Cancellation

- 4.1. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to award bidder. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- 4.2. Termination for Default: When award bidder has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of award bidder to fulfill contractual obligations shall be considered just cause for termination of the contract, and award bidder is not entitled to any costs incurred by it up to the date of termination.
- 4.3. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to award bidder. BCPS shall pay all reasonable costs incurred by award bidder up to the date of termination. Award bidder shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Award bidder shall not have a mutual right of termination.
- 4.4. Cancellation: See Attachment C Professional Services Cancellation Policy.

#### 5.0 Indemnification

Award bidder will, at its sole cost and expense, indemnify and hold BCPS and the Board of Education of Baltimore County, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorneys' fees and costs of litigation) arising out of the terms, conditions and performance under the contract. Award bidder shall not be responsible for acts of gross negligence or willful misconduct committed by the BCPS and the Board of Education of Baltimore County.

#### 6.0 Term

The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect until June 30, 2014.

# 7.0 Governing Law and Venue

This agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Baltimore County, Maryland.

#### 8.0 Taxes and Permits

8.1. Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Award Bidders shall be responsible for paying such taxes when purchasing materials.

#### 9.0 Billing and Payments

9.1. All invoices are to be submitted in Duplicate and mailed to:

Baltimore County Public Schools Accounts Payable 6901 Charles Street, Bldg. E Towson, MD 21204

- 9.2. To expedite payments you must follow these guidelines:
  - .1 All invoices must contain a valid Baltimore County Public Schools' purchase order number.
  - .2 An itemized packing slip including the purchase order number and dollar amounts must accompany all supplies and materials delivered.
- 9.3. Payment in full will only be made upon completion of contract.
- 10.0 Consultant's Representations and Warranties

The Consultant hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

## 11.0 Assignment

The Consultant shall not assign or transfer the Consultant's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

#### 12.0 Delegation of Duties

The Consultant shall not delegate the Consultant's duties under this Agreement without prior written consent of the Board.

# 13.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

#### 14.0 Fee Prohibition

The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

#### 15.0 Nondiscrimination

The Consultant agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

# 16.0 Background Investigation

The Board in its sole discretion may require the Consultant to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation. The Consultant will pay all fees for the investigation.

#### 17.0 Child Sex Offender Notification

- 17.1. Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in the Annotated Code of Maryland, Criminal Procedure, Article §11-709, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 17.2. In connection with this Agreement, Board requires that Consultant does not employ convicted child sex offenders to work on the Property.
- 17.3. To assist Consultant in identifying convicted child sex offenders, the Purchasing

Office of the Board has the list of convicted child sex offenders, which Consultant is welcome to view. Board's Office of School Security maintains this list and distributes updates to us as new offenders are identified.

#### 18.0 Financial Disclosure

The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### 19.0 Political Contribution Disclosure

The Consultant shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

#### 20.0 Retention of Records

The Consultant shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

# 21.0 Compliance with Specifications

- 21.1. The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.
- 21.2. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 21.3. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call the attention of the applicable BCPS

designee(s) to such conflict for a decision before proceeding with any work.

#### 22.0 Liability for Loss of Data

In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Consultant, the Consultant shall be responsible, irrespective of the cost to the Consultant, for the re-creation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been re-created accurately and completely.

#### 23.0 Delays, Extensions of Time

- 23.1. The Consultant agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Consultant acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Consultant before the extension and/or change takes place and approved in writing by BCPS.
- 23.2. Delays by the Consultant causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

#### 24.0 Annulments and Reservations

- 24.1. BCPS may conduct any necessary investigation to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the Consultant or investigation of such Consultant fails to satisfy BCPS that such Consultant is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.
- 24.2. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Consultant, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Consultant.
  - 24.2.1. Should the Consultant fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the

contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

- 24.2.2. Should the Consultant be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.
- 24.2.3. BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Consultant's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

### 25.0 Independent Consultant

The Consultant shall be considered an independent Consultant and not an employee of the Board. The Consultant shall be responsible for the reporting and remittance of all state and federal taxes as an independent Consultant, including without limitation, FICA and state and federal unemployment taxes. As the Consultant shall not be deemed a Board employee, it is understood and acknowledged that the Consultant shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Consultant expressly disclaims any right or entitlement thereto. If the Consultant is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

# 26.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:	To the Consultant:
Manager, Office of Purchasing	Glenn Singleton, President
Division of Business Services	Pacific Educational Group. Inc.
Baltimore County Public Schools	795 Folsom Street, 1 <sup>st</sup> Floor

Attn: Rick Gay, CPPO, RSBO	San Francisco, CA 94107
1940 G Greenspring Drive	415-346-4575
Timonium, MD 21093	
410-887-4334	

# 27.0 Waiver of Jury Trial

The Consultant and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Consultant are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Consultant and the Board and the Consultant hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Consultant further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

# 28.0 Confidential Information/Proprietary Rights

The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Consultant hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Consultant further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board and Consultant.

# 29.0 Drug, Tobacco, and Alcohol

All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Consultant nor any of his employees (or subconsultants) are permitted to have any drugs, tobacco, or alcohol products on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Consultant will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Consultant will also be removed from all bids with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

- 30.0 Conflict of Interest, Lobbying, and Ethics Review Panel
  - 30.1. Conflict of Interest. The Consultant represents and warrants that there exists no actual or potential conflict of interest between the Consultant's performance under this Agreement and the Consultant's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Consultant shall immediately advise the Board thereof.
  - 30.2. In accordance with §15-811 through §15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Consultants are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
  - 30.3. All Consultants should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
  - 30.4. All Consultants are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.
- 31.0 Non-hiring of Employees by Consultant or BCPS
  - 31.1. No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.
  - 31.2. No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Consultant or any unit thereof.

# 32.0 Insurance

32.1. In the event the Consultant, as part of the award is responsible for installation and/or product demonstration, the Consultant will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Consultant and are under their control and direction. The Consultant shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

- 32.2. The Consultant shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- 32.3. Prior to the commencement of any work, or at any time during the term of this Agreement, the Consultant may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Consultant of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Consultant. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- 32.4. All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

#### 33.0 Multi-Agency Procurement

- 33.1. BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. Consultant agrees to notify the BCPS of those entities that wish to use any contract resulting from this agreement and will also provide usage information, which may be requested. A copy of the contract pricing and the terms and conditions incorporated in this contract will be supplied to requesting agencies.
- 33.2. Each participating jurisdiction or agency shall enter into its own contract with Consultant and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract

shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Consultant. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

- 33.3. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, be providing sixty (60) calendar days written notice to Consultant. The participating jurisdiction/ LEA shall pay all reasonable costs incurred by Consultant up to the date of termination. Consultant shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
- 33.4. Language to support Termination for Convenience by Consultant shall be so stipulated in the contract document between jurisdiction/ LEA and Consultant. Such language, when included, shall take precedence over the language of this specification.
- 34.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
  - 34.1. Consultant certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.
  - 34.2. Under the STATE FINANCE AND PROCUREMENT, ARTICLE 16-309 "If a person or business is debarred or suspended based on an offense listed in 16-202 (Bribery), the person or business may not be considered for the award of, be awarded, or perform directly or indirectly, a contract with a public body during the time period of debarment."
  - 34.3. Where Consultant is unable to certify to any of the statements in this certification, Consultant shall attach an explanation to this contract as Attachment D.

# 35.0 Severability

Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above		
Accepted by:		
Pacific Educational Group, Inc.	(Seal)	
Signature Owner/Partner/Corporate Officer Witn	iess	
Typed/Printed Name and Title		
Date		
Accepted by:		
BOARD OF EDUCATION OF BALTIMORE COUNTY		
S. Dallas Dance, Ph.D. Superintendent Baltimore County Public Schools		
Lawrence E. Schmidt President Board of Education of Baltimore County		
APPROVED FOR LEGAL FORM AND SUFFICIENCY* (Subject to Execution by a Duly Authorized Superintendent and President of the Board of Education of Baltimore County)		
OFFICE OF LAW *Approval of Legal Form and Sufficiency Does not Convey Approval or Disapproval		

Of the Substantive Nature of this Transaction. Approval is Based Upon Typeset Document-All Modifications Require Re-Approval.



# Proposal for Professional Services to **Baltimore County Public Schools**Towson, Maryland

Pacific Educational Group (PEG) proposes to provide the following professional development services for the Baltimore County Public Schools for the purpose of developing and accelerating the District's capacity to engage in systemic equity transformation and eliminate racial educational disparities in Baltimore County schools.

 Superintendent and School Board Racial Equity Professional Development Introductory Meeting on June 29, 2013 Consultant/Facilitator: Glenn Singleton

2. Planning and Consultation with Director of Equity and Cultural Proficiency June 29, 2013

Consultant/Facilitator: Glenn Singleton

The total fee for these proposed services is \$5,700.

We appreciate the opportunity to provide you with this proposal and to explore a racial equity partnership with Baltimore County Public Schools.

Please contact me with questions or if I can assist you in any other way.

Towards equity,
Diane Cowdery
PACIFIC **EDUCATIONAL** GROUP
Executive Director, District Partnerships
612-871-6754 (Minneapolis Office) • 415-601-2383 (cell)
diane@pacificeducationalgroup.com

Date: May 16, 2013

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# Proposal for Professional Services to BALTIMORE COUNTY PUBLIC SCHOOLS

Towson, Maryland

Pacific Educational Group (PEG) proposes to provide the following professional development, coaching, and consulting services in partnership with Baltimore County Public Schools, for the purpose of developing and accelerating the District's capacity to engage in systemic equity transformation and eliminate racial educational disparities.

For the 2013-14 school year, we propose to partner with Baltimore County Public Schools to build the District's capacity for equity leadership and transformation through the following programming:

### Component 1: Setting the Stage

One-day site visit with Superintendent, Cabinet members, Equity Director, and Academic Team leads. Scheduled for July 15, 2013

Consultant/Facilitator: Glenn Singleton

# **Component 2: Beyond Diversity Seminar**

The two-day *Beyond Diversity* seminar is the foundation (pre-requisite) for all equity leadership development phases described below. *Beyond Diversity* is designed to help leaders, educators, students, parents, and community understand the impact of race on student achievement and the role that racism plays in institutionalized academic achievement disparities.

Participants: Superintendent, Cabinet members, Academic Team members, and selected principals.

Two seminars are scheduled, as follows:

Seminar 1 – July 17-18, 2013 Seminar 2 – July 24-25, 2013

Consultant/Facilitator for both seminars: Marlecia Autrey

# Component 3: District Executive Equity Leadership Team (DELT) Development

Training, coaching, and support focused on building executive capacity and accountability for leading and implementing district equity transformation and creating the district's Systemic Equity Transformation Plan.

**Participants**: Superintendent, Executive Cabinet Members, Equity Director, Academic Team Leads (DELT membership should be in the range of 10-15 executive leaders)

#### **Programming:**

Completion of DELT seminars 1-6, to be scheduled at 4-6 week intervals across the year. (See "DELT Roles and Responsibilities" document for more detailed information, attached)

#### Component 4: LEADS (Leadership for Racial Equity)

Training, coaching, and support focused on deepening the will, skill, knowledge and capacity to lead, oversee, and manage the dynamic process of system-wide racial equity transformation. (November 2013 through June 2014, at 4-6 week intervals)

**Participants**: Superintendent, Cabinet members, Equity Director, Academic Team members, and selected principals.

**Programming:** Completion of LEADS seminars 1 through 5 (of 6), to be scheduled at 4-6 week intervals beginning in late mid-to-late fall. (See LEADS seminar descriptions and learning outcomes, attached)

# Component 5: Superintendent and School Board Development, Consultation, and Coaching

Training, coaching, and support focused on leading and governing for racial equity. Workshop themes include equity policy development and governance, strategic alignment, and systems accountability for eliminating racial achievement disparities.

Participants: Superintendent and School Board Members

**Programming:** Three 3-hour evening workshops (fall, winter, spring) (See "Engaging Superintendents and School Boards..." document, attached, for more information)

#### **Proposal Fee:**

The total fee for the professional services outlined in this proposal is projected to be approximately \$100,600. PEG's fees are inclusive of travel costs.

We appreciate the opportunity to provide you with this proposal and to explore a racial equity partnership with Baltimore County Public Schools. Please don't hesitate to call or email me with questions, or if I can assist in any other way.

With thanks and best regards,

Diane Cowdery
PACIFIC **EDUCATIONAL** GROUP
Executive Director, District Partnerships
612-871-6754 (Minneapolis Office)
415-601-2382 (cell)
diane@pacificeducationalgroup.com

Attachments (3):
DELT Roles and Responsibilities
LEADS Seminar Descriptions and Learning Outcomes
Engaging Superintendents and School Boards in Courageous Conversations About Race



# Professional Services Cancellation Policy

The following Professional Services Cancellation Policy should be thoroughly reviewed, signed by an authorized official, and returned to Pacific Educational Group, Inc. prior to the commencement of contractual services. Pacific Educational Group will not enter into a contractual agreement with any school, district, organization or agenda without first having this document on file in our office.

- All requests for cancellation of professional services will be made in writing and forwarded via US Mail, courier, fax or e-mail to Pacific Educational Group, Inc.
- Client requests for service cancellation received 90 business days prior to the scheduled commencement of services will be granted without penalty for any incurred expenses.
- Client requests for service cancellation received less than 90 business days but more than 60 business days prior to the scheduled commencement of services will result in charges for all expenses and/or penalties incurred for travel arrangements, materials development, and consultant/staff preparation time, if any, calculated at an hourly rate equivalent to 10% of the standard daily consultant fee.
- Client requests for service cancellation received less than 60 business days but more than 30 business days prior to the scheduled commencement of services will result in charges for all expenses and/or penalties incurred for travel arrangements, plus 60% of the contracted fee for the cancelled dates.
- Client requests for service cancellation received less than 30 business days prior to the scheduled commencement of services will result in charges for all expenses and/or penalties incurred for travel arrangements, plus 90% of the contracted fee for the cancelled dates.
- Client requests for service postponement due to severe weather or natural or physical disaster will result in charges for expenses and/or penalties incurred for travel arrangements, but will not be charged for consultant fees if the dates are immediately rescheduled.
- Services immediately rescheduled for reasons other than the aforementioned will be dealt with on an individual basis.

Authorized Signature	Title
Organization	Date