



Independent School District 625
Saint Paul Public Schools
Saint Paul, MN
Contract for Consultant Services

THIS CONTRACT, entered into this **1st day of July 2015**, by and between Independent School District 625/Saint Paul Public Schools (hereinafter referred to as DISTRICT), and Pacific Educational Group (hereinafter referred to as PEG), witnesseth that:

WHEREAS, DISTRICT has determined that it is necessary to retain the services of a qualified person.
WHEREAS, PEG is duly qualified to perform these services:

NOW THEREFORE, the parties hereto agree as follows:

1. PEG shall perform the following tasks:

- To train the Trainee (“Affiliate”) to become a provider of the Courageous Conversations Protocol (“Protocol”) training and the methodology contained therein.
- Upon satisfactory completion of the Affiliate Certification training by the Trainee, PEG will issue a certificate to the Trainee attesting to his or her qualification as an Affiliate of the PEG Company.
- PEG will provide the Affiliate with ongoing coaching and training in the conduct of the PEG Process at times agreed upon by PEG and the Affiliate. The training will be delivered at no additional cost to the Affiliate.
- If PEG shall make any changes, modifications, improvements or enhancements to the Protocol, it will offer the same to the Affiliate upon the same terms and conditions as to all other Affiliates.
- PEG shall offer the Protocol license and any related materials to the DISTRICT for use by a certified Affiliate upon the same terms and conditions as to all other District and Affiliates.
- PEG will issue a one-year license to the District to allow for unlimited in-district Beyond Diversity seminar trainings led by Affiliates.

DISTRICT agrees:

- To have Affiliate(s) complete the certification process, which consists of the following:
 - i. four-week online course;
 - ii. two web/teleconferences with an experienced Beyond Diversity facilitator; and
 - iii. a face-to-face live training session conducted at a St. Paul Public Schools location.
- To ensure the following conditions are met after certification:
 - Affiliate(s) have co-facilitated a Beyond Diversity training and received online or face-to-face coaching within three months of completion of the certification process;
 - Affiliate(s) demonstrate continued improvement in areas that have been noted during feedback during coaching or co-facilitations.
- To conduct in-district Beyond Diversity seminars in accordance with the following conditions:
 - i. No fewer than two Affiliates will facilitate Beyond Diversity at any time;
 - ii. One or more of the facilitators must be a person of color.
- Not to copy, print, reproduce or duplicate the Protocol or any of its contents for use outside of the district, without the express consent of PEG.
- Not to modify, alter, or otherwise change the Protocol without prior written authorization from PEG.

- Not to use the terms PEG, PEG Affiliate Program, Beyond Diversity, or Courageous Conversations in any advertisement or promotional material without first submitting such advertisement or material to PEG and/or obtaining the written approval of PEG.
- Not to engage in conduct which threatens or is likely to impair the reputation or good will of PEG, which includes failure to adhere to district-wide or state standards for organization and implementation of professional development.
- Affiliate certification is with the district listed on page one for the current school year for which the license fee has been received. If a district does not pay the annual license fee, an Affiliate is not licensed to deliver Beyond Diversity. If an Affiliate moves to a new district that is not currently licensed with PEG, the Affiliate is no longer licensed to deliver Beyond Diversity.

2. CONSIDERATION and Conditions of Payment:

- a) In consideration for services provided under the terms of this contract, DISTRICT agrees:
1. To pay the yearly license fee in the amount of **(\$22,000)** on or before December 15, 2015 (to be invoiced each year thereafter to maintain participation in the Affiliate Program).
To pay the Affiliate certification fee for **six** Affiliate candidates in the amount of (\$3,500 per Affiliate candidate - **\$21,000 total**) on or before September 15, 2015 (to be invoiced separately from the annual license fee).

Total contract amount not to exceed \$43,000.

2. To review the qualifications listed in the Affiliate application and recommend qualified Trainees who reflect the will, skill, and knowledge outlined therein.
 3. To schedule a minimum number of in-district Beyond Diversity seminars to provide certified Affiliates ongoing opportunities to facilitate.
 4. To provide reasonable opportunities for Affiliates to lead activities that help all staff internalize the Protocol.
 5. Not to copy, print, reproduce or duplicate the Protocol or any of its contents for use outside of the district, without the express consent of PEG.
 6. Not to modify, alter, or otherwise change the Protocol without prior written authorization from PEG.
 7. Not to use the terms PEG, PEG Affiliate Program, Beyond Diversity, or Courageous Conversations in any advertisement or promotional material without first submitting such advertisement or material to PEG and/or obtaining the written approval of PEG.
- b) Payments shall be made by DISTRICT within 35 days after receipt of a valid complete invoice.


Invoice must be presented after receipt of satisfactory services and/or materials/equipment. Invoice shall include the following: complete name and address of consultant/vendor, invoice number and date, DISTRICT's purchase order number (**without purchase order number invoice is not considered valid and will not be paid, unless contract is under \$1,000**), a complete description of services performed, such as hours worked (when and where and what specific times and dates) and/or materials/equipment provided. **Original itemized receipts must be submitted, if the contract requires the DISTRICT to reimburse reasonable actual expenses (travel etc).**

3. TERM

This contract shall become effective on **July 1, 2015**, and shall remain in effect until **June 30, 2016**. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

4. PEG shall conduct criminal background checks for all its staff members who will have direct contact with children under this contract.
 - a) PEG will obtain a criminal background check on each such of its staff members prior to such staff member providing any services under this contract. Criminal background checks will be obtained by the PEG from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.
 - b) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT. The PEG shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not PEG's staff member will be allowed to provide service to the DISTRICT under this contract. PEG must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
5. Under this Contract PEG is an independent contractor and is not an agent or an employee of the DISTRICT. PEG shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind. PEG shall be responsible for paying all taxes.
6. PEG shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
7. No changes may be made in the terms or conditions of this contract, except by the mutual written consent of the parties hereto.
8. All services provided under this contract shall be performed to the satisfaction of DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, PEG shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
9. PEG shall indemnify, save harmless and defend DISTRICT from and against any and all claims, demands or causes of action arising directly or indirectly by reason for PEG's performance of this Contract, including PEG's infringement of a third party's intellectual property rights.
10. PEG grants to DISTRICT a perpetual, nonexclusive, nontransferable, royalty-free license to any and all deliverables PEG provides hereunder, including without limitation inventions, works of authorship, and technology (including source codes), and any and all methods, processes, procedures, documentation, modifications and derivative works related to such deliverables.

Signature Page:


Saint Paul Public Schools
Above signature valid for contracts up to \$99,999.99.

Purchase Order 7/27/15
Title Date

REQUIRED for Contracts from \$1000.00 to \$99,999.99, and requires District issued Purchase Order, Valid Signatories Only:

Superintendent

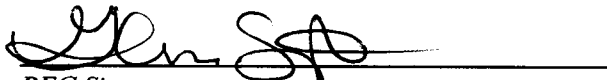
Chief Business Officer

Controller

Purchasing Manager

Or any valid signatories listed in box below

For PEG Sign below


PEG Signature

President / Founder 07/01 / 2015
Title Date

Glenn Singleton
PEG Printed Name

Federal Tax ID# or Social Security Number – Attach W-9 (Mandatory in order to process payment)

77-0362992
Phone Number (include area code)

510 535 9235
Fax Number (include area code)

nikal@pacificeducationalgroup.com
Email Address

510 253 6407



Purchase Order

INDEPENDENT SCHOOL DISTRICT 625
 Purchasing Department
 360 Colborne Street
 St. Paul MN 55102
 United States

		Dispatch Via Print
Purchase Order 0000307131	Date 2015-07-27	Revision
Payment Terms Net 35	Freight Terms FOB Destination	Ship Via Best Way
Buyer Destinee Williams	Phone 651/767-8290	Currency USD

Vendor: 0000029233
 PACIFIC EDUCATIONAL GROUP, INC
 795 FOLSOM ST, 1ST FLOOR
 SAN FRANCISCO CA 94107
 United States

Ship To: CENTER FOR PROFESSIONAL
 DEV
 345 PLATO BOULEVARD
 SAINT PAUL MN 55107
 United States
Attention: Jennie Lahlum

Send Invoice To: ISD 625/Accounts Payable
 360 Colborne Street
 St. Paul MN 55102-3299
 United States

Tax Exempt? Y **Tax Exempt ID:** 9424508

Line-Sch	Item/Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
1 - 1	Yearly Affiliate License Fee AS PRER ATTACHED AGREEMENT EFF. 7/1/2015 THRU 6/30/2016	1.00	EA	22000.00	22000.00	12/15/2015
2 - 1	Affiliate Certification Fee	6.00	EA	3500.00	21000.00	09/15/2015

Contract document attached under "more comments"
 Normal Delivery Hours: 7:00 A.M. - 3:00 P.M.

For Truck Carrier Deliveries please note the following:
 Delivery site phone number: 651-744-1359
 Inside Delivery Required: Y
 Dock Available: N
 Semi Accessible: N
 Pallet Jack: N

Total PO Amount 43000.00

Authorized Signature

Home Insert Page Layout

Calibri 11

Clipboard Font

CS57

A

- 550 Security Control Systems
- 551 Nature At Work
- 552 Avid Center
- 553 City of Saint Paul
- 554 Community Celebration of Plac
- 555 Presentation College
- 556 Pacific Education Group
- 557 Unique Software
- 558 JTM Provisions
- 559 The Happy Chef
- 560 Apple INC.
- 561 Barb Vallejo
- 562 Cytron-Hysom Tom
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Ready

Worklist Oracle PeopleSoft Enterpr... SPPS AdminApps CNN news Google PEOPLESOFT SPPS.org

Search Results | System for ...

View assistance for Search Results

Current Search Terms: pacific* educational* Group*

Clear Search

TOTAL RECORDS 0

Result page 0 of 0

Sort by Modified Date Order by Descending

Save PDF Export Results Print

FILTER RESULTS No records found for current search.

By Record Status

- Active
- Inactive

By Functional Area

- Entity Management
- Performance Information

Apply Filters

Note: Filters are case sensitive

Result page 0 of 0

Save PDF Export Results Print

Glossary

Search Results

- Entity
- Exclusion
- Search Filters**
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

IBM vs. P. 84-90150710-1415

3:13 PM 7/27/2015