

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between North Wasco County School District (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of July 15, 2024 (“Effective Date”).

WHEREAS, CLIENT is seeking a Community Engagement Assessment; and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform these services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. Description of Services.

- a.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- b.** The parties may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of written amendments to this Agreement.

2. Term. This Agreement will be effective from the Effective Date through June 30, 2025, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG shall provide the Contracted Services for the full duration of this Agreement.

3. Compensation. CLIENT shall compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

- a.** CLIENT shall compensate PCG within 30 days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
- b.** Upon termination of this Agreement for any reason, PCG shall be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within 10 business days after written notice. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Anna d'Entremont
Associate Manager, Education Strategies

Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
adentremont@pcgus.com

For CLIENT:

Stephanie Bowen
Director of Communications &
Community Engagement
North Wasco County School District
3632 West 10th Street
The Dalles, OR 97058
bowens@nwasco.k12.or.us

6. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.
- 7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
- 11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.
 - a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or

“proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.

- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party’s patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act (“HIPAA”) and other federal or state

laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.

- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - ii. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - iii. Consult with the Disclosing Party on the appropriate response to the request;
 - iv. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - v. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the

Disclosing Party and shall keep such information secure and confidential in perpetuity.

- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
 - n.** Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
 - o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.
- 12. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
- 13. Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- 14. Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- 15. Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
- 16. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
- 17. Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- 18. Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to

choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Suffolk County, Massachusetts shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

19. Miscellaneous

- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

NORTH WASCO COUNTY SCHOOL DISTRICT

PUBLIC CONSULTING GROUP LLC



By:
Title:
Date:

By: Anna d'Entremont
Title: Associate Manager, Ed Strategies
Date: July 15, 2024

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Contracted Services:

PCG will provide North Wasco County School District (NWCSD) a comprehensive assessment of family and community engagement practices to better understand current practices and recommendations to improve engagement. PCG will review NWCSD:

- Welcoming Practices
- Communication Systems
- Information Systems
- Parent Empowerment

The goals and objectives of this work will be accomplished through the following tasks and activities.

Phase I: Project Launch and Planning

JULY-AUGUST 2024

Project Launch

Establishing a strong foundation is essential for any successful engagement. PCG will work closely with district leadership to identify and establish a close working rapport. Upon contract execution, PCG will facilitate a virtual kickoff meeting between PCG and district leadership to review project goals, timelines, and vision for the work.

PCG will provide a project work plan, which will act as a roadmap that encompasses high-level actions associated with each scope of service, assigned areas of responsibility, key deliverables, milestones, and the associated timeline. An initial kickoff meeting will be held as an opportunity to share the work plan and get executive team members on the same page. PCG will use this phase to plan for stakeholder engagement so that the survey and focus groups can commence in the fall with the start of the school year.

Project Management

PCG will apply three core principles in the delivery of this scope of work:

1. **Establish Transparent Goals:** Success begins with a clear understanding of the projects – why they exist, what they are meant to achieve, for whom, and by when. PCG team members are active listeners, avid consumers of information, and facilitators of structured discussions that result in a common understanding of the project goals by our team, our clients, and community stakeholders.
2. **Be Proactive, Focus, and Stay on Task:** Progress is maintained by thinking ahead, actively communicating, being collaborative, leading decisively, and accepting responsibility for outcomes.
3. **Deliver Results:** Success is realized when a project is delivered on time, within scope, and on budget – and we meet our clients’ expectations by shaping detailed strategies and plans that help ensure goals are met with quality.

Phase II: Discover

SEPTEMBER-OCTOBER 2024

In this phase, PCG will work to understand the current communication strategies and systems of NWCSO.

Evaluate Current NWCSO Practices

PCG will begin the analysis by gathering information, including data and documentation, from the Director of Communications and Community Engagement. This will include a review of communication strategies, current practices, information systems, and empowerment strategies.

To support this analysis, PCG will request and review materials to help understand NWCSO's current:

- Communication systems in use, including website, portal, newsletters, email campaigns, social media, in-person events, and alternative methods (mail, flyers, etc.)
- Communication system data analytics, including the volume, roles, and types of interactions stakeholders have with various modes of communication
- Communications content and how it connects to student learning and achievement
- Messaging around curriculum
- Community partner relationships
- School events and programming calendar
- Cultural celebrations and representations
- Staffing supports in place for vulnerable populations

Understanding Stakeholder Experience

PCG will collect feedback from the NWCSO community through a series of interviews/focus groups, a survey, and walkthroughs in the seven schools. The goal of this stakeholder engagement will be to hear directly from key groups (staff, parents, community members, and students) to understand what's working well and what challenges exist as it relates to engagement with NWCSO. A focus will be placed on understanding gaps that exist in reaching diverse communities, including Spanish-speaking, Hispanic and Latino, Native American, and migrant families. This feedback will help to inform recommendations related to effective communication tools and strategies. PCG will spend approximately three days onsite in the district to conduct school walk-throughs and meet with relevant staff and/or community members. PCG will work with NWCSO to identify the specific individuals and/or groups to meet with while on-site, and any virtual meetings that should follow.

Phase III: Report

NOVEMBER-DECEMBER 2024

Data Analysis and Report

Upon completion of the qualitative and quantitative data collection process, PCG will analyze and synthesize data to identify common themes that will serve to help shape recommendations. This analysis and recommendations will be compiled into a PowerPoint report to be shared with district leadership and the Student Success Team. PCG will work with NWCSO to ensure the findings are formatted to be accessible to the School Board, families, and community stakeholders through various channels. The goal of the assessment will be to give NWCSO useful information they can use to launch a community process to co-design:

- A multi-level plan to engage different aspects of the community using a range of tools; and
- A professional development plan to support the district in effectively implementing the plan.

ATTACHMENT B COMPENSATION

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG as follows by each phase of work:

Scope of Work: Strategic Plan	Pricing
Phase 1: Project Launch and Planning	\$5,500
Phase 2: Discover	\$12,000
Phase 3: Report	\$10,493
Total Pricing	\$27,993

The work will be invoiced on a fixed-fee basis.