

APPENDIX S – RGA-110-13 PRINCIPAL LEADERSHIP TRAINING ACADEMY

Contract RGA-110-13 between BCPS and The SUPES Academy

Appendix contents:

Executed Contract with The SUPES Academy

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D., Superintendent

6901 Charles Street Towson, MD • 21204-3711

January 11, 2013

Mr. Thomas Vranas, President
The SUPES Academy, LLC.
1215 Washington Avenue, Suite 300
Wilmette, IL 60091

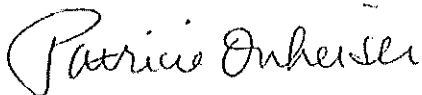
RE: BCPS Agreement #RGA-110-13
Principal Leadership Training Academy

Dear Mr. Vranas:

Enclosed for your records is an executed copy of the above referenced contract agreement.

Thank you for working with Baltimore County Public Schools. If you have any questions, please call me at 410-887-4334, fax 410-887-7831, or e-mail ponheiser@bcps.org.

Sincerely,



Patricia Onheiser, Contracting Assistant
BCPS Office of Purchasing
1940G. Greenspring Drive
Timonium, MD 21093

Enclosure: 1

c: William S. Burke, Executive Director, Professional Development
Contract file
Bid file

**BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204**

CONSULTANT CONTRACT AGREEMENT #RGA-110-13

THE SUPES ACADEMY

Wilmette, IL

In consideration of the provisions contained herein, this Agreement is made and entered into as of the 7th day of December, 2012, between the Board of Education of Baltimore County on behalf of Baltimore County Public Schools ("Board" or "BCPS") and THE SUPES ACADEMY LLC. ("SUPES") for Consultant Services.

1.0 Incorporation of Documents

The Consultant's Scope of Work (attached as Exhibit A), and the terms and conditions set forth in this Agreement are incorporated. In the event of conflict, the terms of this Agreement shall govern.

2.0 Responsibilities of the Parties

- 2.1. For the purposes of this contract, the Consultant will provide Consultant services related to an 'aspiring' principal academy designed to create a pipeline of high capacity, aspiring principals who have been trained to be transformative leaders in the context of BCPS's strategic vision, Blueprint 2.0. This bench of rising leadership will be a critical foundation for sustained success and strategic alignment. In consideration of the promises set forth in this Agreement, the parties do mutually agree as follows:
- 2.2. One cohort of up to 25 aspiring leaders (identified either through appointment or application process facilitated by SUPES) will be trained over the course of 7 sessions, 120 hours through a curriculum focused on the fundamentals of leadership and aligned with the expectations set forth by the strategic plan. This program will prepare the next generation of BCPS principals with the context needed to succeed.
- 2.3. SUPES will provide a template for each participant to self-assess their skills and develop an individual learning plan to follow during the program.
- 2.4. SUPES will provide a practical, relevant curriculum delivered at the BCPS's location. The SUPES core curriculum will be customized in partnership with the BCPS Senior Leadership Team to meet BCPS needs. Learning objectives are achieved through a variety of instructional methods:
 - 2.4.1. Practical – Content goes beyond theory to cover application; instruction is structured around real-world examples.
 - 2.4.2. Experiential – Learning is experiential through in-class breakout sessions, reflection, and homework assignments; participants play an active role in their own learning.

- 2.4.3. Individual – Participants read, study, analyze, and synthesize on their own.
- 2.4.4. Collaborative – Participants work in small groups to discuss, analyze and synthesize materials with others.
- 2.5. SUPES will also provide nationally recognized guest speakers, as needed. These speakers will be identified once we agree on the final elements of each session; resume, credentials and bio of prospective speakers will be forwarded to BCPS for final approval.
- 2.6. BCPS may request that project plans, progress reports, and a final results report be provided by SUPES on a periodic basis.
- 2.7. The Consultant shall invoice BCPS for services provided.
- 2.8. In consideration of these responsibilities set forth in this section, the Board shall reimburse the Consultant for all reasonable costs associated with the scope of work. The not to exceed total for the performance of the Principal Training Academy by Consultant will be One Hundred Seventy Five Thousand Dollars (\$175,000.00) plus expenses paid directly by the Board, per year that the contract is in force. During the term of this Agreement, SUPES shall bill and BCPS shall reimburse him/her for all reasonable and approved out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder, under the terms set forth in Exhibit A.
- 2.9. Other expenses anticipated are travel costs for guest speakers such as travel, meals and hotel accommodations will be borne by SUPES. Reimbursements will be in accordance with all applicable Board of Education Policies and BCPS Operating Procedures.
- 2.10. 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.
- 2.11. Consultant agrees to comply with all relevant federal, state, and local legal requirements, as well as applicable Board financial policies and procedures.
- 2.12. Upon execution of this agreement, the Consultants shall commence services.

3.0 Term

- 3.1. The duration of this Agreement will be from December 7, 2012 to June 30, 2014. The contract may be extended for three additional one-year terms at the discretion of the Board of Education of Baltimore County and the mutual agreement of both parties until June 30, 2017.

- 3.2. SUPES's duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth in the estimate previously provided to BCPS by SUPES and which is attached as Exhibit A, which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by SUPES and agreed to by BCPS and which collectively are hereby incorporated by reference.

4.0 Billing and Payments

- 4.1. All invoices are to be submitted to:

Baltimore County Public Schools
Executive Director of Professional Development
Attn: Mr. William Burke
600 Stemmers Run Road
Baltimore, MD 21221
410-887-6400

- 4.2. To expedite payments you must follow these guidelines:

4.2.1. All invoices must contain a valid Baltimore County Public Schools' purchase order number.

4.2.2. Invoices shall be itemized and should fully describe the services provided.

- 4.3. After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

5.0 Taxes

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

6.0 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.

7.0 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.

8.0 Delegation of Duties

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

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 Child Sex Offender Notification

- 13.1. 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.

- 13.2. In connection with this Agreement, Board requires that Consultant does not employ convicted child sex offenders to work on the Property.
- 13.3. 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. BCPS Office of School Security maintains this list and distributes updates to us as new offenders are identified.

14.0 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.

15.0 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.

16.0 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.

17.0 Compliance with Specifications

- 17.1. 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.

- 17.2. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 17.3. 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.

18.0 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.

19.0 Delays, Extensions of Time

- 19.1. 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.
- 19.2. 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.

20.0 Annulments and Reservations

- 20.1. 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.
- 20.2. 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.

- 20.3. 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.
- 20.4. 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.
- 20.5. 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.

21.0 Termination

- 21.1. Term of the contract will be upon approval by the Board of Education, and will terminate at the will of either party.
- 21.2. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Consultant. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.
- 21.3. Termination for Default: When the Consultant has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, payment shall be withheld at the discretion of BCPS. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Consultant is not entitled to any costs incurred by Consultant up to the date of termination.
- 21.4. 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 the Consultant. BCPS shall pay all reasonable costs incurred by the Consultant up to the date of termination. The Consultant shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Consultant agrees that the Consultant does not have a right to termination for convenience.

22.0 Right to Injunction

The parties hereto acknowledge that the services to be rendered by SUPES under this Agreement and the rights and privileges granted to BCPS under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by SUPES of any of the provisions of this Agreement will cause BCPS irreparable injury and damage. SUPES expressly agrees that BCPS shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by SUPES. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that BCPS may have for damages or otherwise. The various rights and remedies of BCPS under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

23.0 Independent Consultant

This Agreement shall not render SUPES an employee, partner, agent of, or joint venturer with BCPS for any purpose. SUPES is and will remain an independent consultant in his/her relationship to BCPS. BCPS shall not be responsible for withholding taxes with respect to SUPES's compensation hereunder. SUPES shall have no claim against BCPS hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. 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.

24.0 Indemnification

The Consultant will, at its sole cost and expense, indemnify and hold the Board, 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 attorney's fees) under the terms of this contract.

25.0 Notices

- 25.1. 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. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to BCPS:	If to SUPES:
Manager, Office of Purchasing	Gary Solomon or Tom Vranas
Division of Business Services	1215 Washington Avenue, Suite 300
Baltimore County Public Schools	Wilmette, IL 60091
Attn: Rick Gay, CPPO, RSBO	
1940 G Greenspring Drive	
Timonium, MD 21093	
410-887-4334	

25.2. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

26.0 Modification or Amendment

No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

27.0 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.

28.0 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.

29.0 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.

30.0 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.

31.0 Conflict of Interest, Lobbying, and Ethics Review Panel

- 31.1. 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.
- 31.2. 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.
- 31.3. 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.
- 31.4. 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.

32.0 Non-Hiring of Employees by Consultant or BCPS

- 32.1. 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.

- 32.2. 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.

33.0 Insurance

- 33.1. 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.
- 33.2. 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.
- 33.3. 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.
- 33.4. 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.

34.0 Multi-Agency Procurement

- 34.1. 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.

- 34.2. 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.
- 34.3. 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, by 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.
- 34.4. 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.

35.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- 35.1. 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.
- 35.2. 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.”

- 35.3. Where Consultant is unable to certify to any of the statements in this certification, Consultant shall attach an explanation to this contract as Exhibit B.

36.0 Severability

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

37.0 Successors and Assigns

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. SUPES shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of BCPS.

38.0 Entire Understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Accepted by:

The SUPES Academy LLC.



Signature Owner/Partner/Corporate Officer

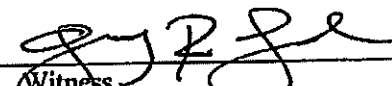
THOMAS VRANAS, PRESIDENT

Typed/Printed Name and Title

12/21/12

Date

(Seal)




Witness

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.

EXHIBIT A: SCOPE OF WORK

Project Details

BCPS Name	Baltimore County Public Schools
BCPS Contact	S. Dallas Dance, Ph.D., Superintendent
SMPS Organizer	Steve Kupfer
Program Name	Baltimore County Schools Aspiring Leaders Program
Start Date	January, 2013
End Date	July, 2013

Payment terms

MILESTONE	DATE	AMOUNT
Execution of the Agreement	1/1/13	\$60,000
Aspiring Leaders Academy Start	3/1/13	\$40,000
Aspiring Leaders Halfway Point	5/1/13	\$40,000
Aspiring Leaders Completion	7/1/13	\$35,000

Statement of Work

Intended Participants. This academy is designed for those individuals who have acquired the credentials to be a principal in the Baltimore County Public Schools, have an interest in serving as a principal in BCPS, and who have been identified as an outstanding prospect for the principalship. Successful completion of the academy would qualify cohort members to be in the pool of candidates considered for principal openings.

Purpose. The purpose of this academy is to prepare qualified candidates to be successful principals in the BCPS system.

Number of Sessions Per Year. This academy would include seven days of instruction, beginning with two intensive days followed by one day per month for five successive

months. One cohort would be held each year. This schedule is flexible and can also be customized for the district.

Number of Participants. Up to 25 people will be accepted into each cohort.

Instruction. SUPES Academy would provide an outstanding master teacher who will facilitate and coordinate all curricula in each academy session, in collaboration with the district's on-site coordinator. SUPES Academy will provide all course and reading materials, and will assist in the cohort selection process. The curriculum will be customized to meet the needs of BCPS. Executive staff and outstanding principals from BCPS would also serve as instructors in the program and as mentors to cohort members.

Cost. The cost per year is \$175,000 (Costs include all planning time, materials, and master teacher travel.)



PROASEA-01 DKLOCKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FGMK Insurance Agency, Inc. 2801 Lakeside Drive Bannockburn, IL 60016	CONTACT NAME: PHONE (A/C, No., Ext): (847) 864-5400 FAX (A/C, No.): (847) 864-5401 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cincinnati Insurance Companies 10677 INSURER B: Philadelphia Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SUPES Academy c/o Thomas Vranas 1216 Washington Ave., Suite 300 Wilmette, IL 60091	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		EBP0032571	11/21/2010	11/21/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBP0032571	11/21/2010	11/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		EBP0032571	11/21/2010	11/21/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A	WC1852878-06	11/21/2012	11/21/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Errors & Omissions			PHSD782442	11/21/2012	11/21/2013	Each Occurrence 1,000,000
B	Errors & Omissions			PHSD782442	11/21/2012	11/21/2013	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Board of Education of Baltimore County is included as an Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Baltimore County Public Schools
 c/o Patti Onhelsler
 1940 Greenspring Drive Ste G
 Timonium, MD 21093

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deborah R. Klacke

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