

**COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF EDUCATION  
HATO REY, PUERTO RICO**

**CONTRACT FOR PROFESSIONAL SERVICES**

This contract, made and entered into by and between the Department of Education, represented by Julia Beatrice Keleher, of legal age, single, and resident of San Juan, Puerto Rico, in her official capacity as Secretary of Education (hereafter referred to as "**the FIRST PART**"), and the Law Firm of Hogan Marren Babbo & Rose, Ltd., a corporation organized under the laws of Illinois, represented in this act by its Vice President Charles P. Rose, Esquire, of legal age, married, and resident of the State of Illinois, United States of America, with law offices located at 321 North Clark Street, Suite 1301, Chicago, IL 60654, hereinafter designated as the **SECOND PART**.

**WITNESSETH**

**WITNESSETH** that in consideration of the mutual covenants and agreements, herein contained, the parties hereto do hereby agree as follows:

WHEREAS, the **FIRST PART** is an agency of the Commonwealth of Puerto Rico;

WHEREAS, the **FIRST PART**, in the exercise of the faculties conferred upon it by Public Law 149-1999 for the Department of Education of Puerto Rico, by the Constitution of the Commonwealth of Puerto Rico and by the laws that the **FIRST PART** administers, contracts the services of the **SECOND PART**;

WHEREAS, the **FIRST PART** engages the **SECOND PART** to render certain technical and consulting services in connection with the administration of federal education programs;

WHEREAS, the **SECOND PART** has demonstrated experience and capacity in this area of endeavor.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and other valuable consideration, it is hereby agreed as follows:

**COVENANTS**

1. The preamble of this contract is hereby made an integral part hereof.
2. The **FIRST PART** designates the Auxiliary Secretariat of Federal Affairs as its representative in all matters related to this Contract. as its representative in all matters related to this Contract.
3. The **SECOND PART** will provide the following services, that are described in the Proposal which is hereby incorporated as part of this contract as "**Appendix A**":
  - a. Provide legal advice, counsel and technical assistance to the **FIRST PART** in all matters relating to public policy, education, federal affairs and the legislative process in connection with the **FIRST PART'S** Consolidated State Plan under the Every Student Succeeds Act (ESSA) and compliance with the U.S. Department of Education rules and regulations under Elementary and Secondary Education Act (ESEA).
  - b. Provide legal advice, counsel and technical assistance with the revision, development and organization of any projects and legislation that the **FIRST PART** may require to perform in connection with the ESSA and ESEA.
  - c. HMBR can utilize the experts, professionals and/or resources necessary to provide the advice, counsel and technical assistance that the **FIRST PART** may require and the **SECOND PART** agrees to provide.
  - d. Expand the scope of national and regional network of education stakeholders, supporters and funders available to advance the federal programs set forth in **FIRST PART'S** Consolidated Resource Plan (CRP) and achieve its goals. The **SECOND PART** will work with **FIRST PART** to establish relationships with education organizations and philanthropy and identify opportunities for public-private partnerships, grants, in-person and in-kind contributions, policy development and implementation, and advocacy to support **FIRST PART'S** federal programs and initiatives.
  - e. Facilitate the support of the U.S. Department of Education for **FIRST PART'S** initiatives to improve the overall quality of public education, particularly as set

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forth in **FIRST PART'S** CRP. The **SECOND PART** will work with **FIRST PART** to identify and pursue opportunities at the federal and local levels to advance **FIRST PART'S** school improvement strategies and initiatives, including those federal programs identified in the CRP.

- f. Enhance the means and ability of **FIRST PART** to augment, attract and deploy talent to best meet the needs of its students. The **SECOND PART** will assist **FIRST PART** to identify and work with organizations, programs, initiatives and resources to facilitate **FIRST PART'S** human capital strategies, those set forth in the CRP.
- g. Provide any other professional consulting services as requested by **FIRST PART**.

-----Both parties recognize and agree that the services described in this Contract may be provided by instruction of the **FIRST PART** to any entity of the Executive Branch with which the **FIRST PART** has an interagency agreement or by direct instruction of the Office of the Governor's Chief of Staff. These services will be rendered under the same terms and conditions as to hours of work and compensation contained in this Contract. For purposes of this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as the instrumentalities and public corporations and the Governor's Office. The services to be performed by the **SECOND PART** will be those allowed by the Federal program that provides the funds.

4. This Agreement shall be in effect from the effective date of the agreement to June 30, 2018.
5. The **FIRST PART** agrees to pay **SECOND PART** at the rate of three hundred fifty dollars (\$350.00) per hour, an amount not to one hundred fifty-five thousand dollars (\$155,000.00) for all the services to be rendered under this Agreement. Payment to the **SECOND PART** will be made by the **FIRST PART** from the following accounts: consolidated administration - E1290-221-01055200-06F-2018-00081-ADMCONLEA22118A-ADMINISTRACION-06F-1290 (\$124,000.00); E1290-221-01055200-06F-2018-00081-ADMCONSEA22118A-ADMINISTRACION-06F-1290 (\$31,000.00).

-----The **SECOND PART** shall be reimbursed for all reasonable, actual and necessary expenses, if any, related to the services rendered under this agreement, including items such as travel, lodging, meals, taxi fares, long distance calls, and postage, not in excess of fifteen thousand dollars (\$15,000.00) (included in the accounts above) for the duration of this contract. The **FIRST PART** shall be given a reasonable advance notice of all travel to be undertaken by the **SECOND PART**, and shall not be undertaken nor reimbursed if disapproved. First class travel is strictly prohibited and lodging costs shall be minimized as reasonable. All air travel will be in the most economic fare (coach). The **SECOND PART** shall obtain prior approval for reimbursement of any extraordinary expenses for employment of specialized personnel or subcontractors not regularly employed or used by the **SECOND PART**. The **SECOND PART** shall itemize the incurred expenses in the certified monthly invoices submitted for the **FIRST PART'S** approval and shall provide the **FIRST PART** the corresponding receipts that support the reimbursement request.

6. The FIRM agrees that it shall be responsible for monitoring the balance remaining for reimbursement of expenses based on the maximum established by this Agreement. In the event that the FIRM estimates that due to unforeseen circumstances it might exceed the total amount of reimbursable expenses allocated in this Agreement, it shall contact the **FIRST PART** at least one (1) month before the expense cap is reached in order to seek authorization for any additional expenses to be incurred. The FIRM will not be reimbursed for any expenses incurred over the limit stated in this Agreement.
7. Within the first ten (10) days of each calendar month, the **SECOND PART** shall submit to the **FIRST PART** a certified invoice containing a detailed description (on an hourly basis) of the services rendered and the fees to be paid in the performance of its services to the **FIRST PART**.

-----Each invoice submitted by the **SECOND PART** will contain a certification that reads as follows: "*Under penalty of absolute nullity I hereby certify that no employee of the Department of Education has any direct or indirect pecuniary or other interest in this*

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*Agreement. If an employee is part or has any direct or indirect pecuniary or other interest in this Agreement, a previous waiver has been presented. The only consideration for providing the goods and services object of this Contract has been the accorded payment agreed upon with the authorized representative of the Department of Education. I hereby certify that this invoice is correct and that payment thereof has not been received".*

---- All invoices of the **SECOND PART** shall be signed and mailed or delivered to the Assistant Secretary of the Auxilliary Secretariat of Federal Affairs, Puerto Rico Department of Education, PO Box 190759, San Juan, PR 00919-0759.

----In the event that submit invoices for payment after the first forty (40) day of the month following which will render services, the **SECOND PART** accepts that **FIRST PART** perform an automatic adjustment to the invoice which will lead to a reduction of five percent (5%) of the total amount of the invoice. In case that the **FIRST PART** return to the firm the invoice to correct it the **SECOND PART** will have five (5) working days as from notification of the return to carry out corrections and submit it again. If this does not occur within such five (5) working days, the **SECOND PART** accepts that the **FIRST PART** makes automatic adjustment to the invoice which will lead to a reduction of five percent (5%) of the total amount of the invoice.

----The **SECOND PART** shall submit the invoices by the **FIRST PART's** on line billing system according to the procedure established by the **FIRST PART**. The **SECOND PART** will be responsible for the veracity and accuracy of the information provided in the online billing system. If the online billing system is not available, the **FIRST PART** will determine the procedure to follow for the delivery of the invoices and shall notify it in writing to the **SECOND PART**. The **SECOND PART** certifies that the **FIRST PART** has delivered the documentation or User Manual for the supplier for the use of the online billing system.

8. The **FIRST PART** reserves the right to, whenever it deems necessary, examine the books and other documents of the **SECOND PART** to determine the accuracy of the expenses reported to have been incurred in relation to the services provided under this Agreement.
9. The **SECOND PART** may not subcontract the services subject of this contract without the written authorization of the **FIRST PART**.
10. The **SECOND PART** warrants that it shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of service hereunder and that performance of its personnel shall reflect their best professional knowledge, skill and judgment.
11. The **SECOND PART** certifies that it carries reasonable professional malpractice insurance.
12. Either party shall have the right to terminate the Agreement by providing the other party thirty (30) day notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Agreement shall terminate upon the expiration of thirty (30) days and the **FIRST PART** shall be obligated to pay all fees and expenses incurred up to the effective date of such termination, in accordance with the terms of this Agreement.

----The Office of the Governor's Chief of Staff has the faculty to cancel this Agreement at any moment, without having to give prior notification.

13. Notwithstanding any other provision, the **SECOND PART** recognizes that this Agreement is subject to the **FIRST PART** allocated funds each of its fiscal years to cover the **SECOND PART** hereunder and that the **FIRST PART** may terminate the Agreement, without thirty (30) days prior written notice, if the funds are not budgeted in any such fiscal year.
14. The **SECOND PART** failure to perform the services as set forth herein, or is negligence or unlawful behavior, shall constitute a breach of the contract by the **SECOND PART** which shall entitle **FIRST PART** to terminate this contract forthwith and which shall, without limitations to any other rights, release and discharge the **FIRST PART** from any further obligations and liabilities hereunder.
15. The **FIRST PART** and the **SECOND PART** agree that the **SECOND PART's** status hereunder, and the status of any agents, employees and subcontractors engaged by the **SECOND PART**, shall be that of any independent contractor only and not that of an

employee or agent of the **FIRST PART**. The **SECOND PART** recognizes that it will not be entitled to employment benefits such as vacations, sick leaves, retirement benefits and others because of its condition as an independent contractor.

16. The **SECOND PART** will not have any power or right to enter into contracts on behalf of the **FIRST PART** unless the **FIRST PART** authorizes the **SECOND PART** in writing to do so.
17. The **FIRM** agrees that during the term of the Agreement and thereafter it will not disclose any information affecting the **FIRST PART** or the Commonwealth of Puerto Rico without the **FIRST PART'S** consent, except for such matters as have become generally available to the public. To the extent that the **FIRM** generates any data, reports, complaints, or opinions hereunder, such information shall be deemed to be the property of the **FIRST PART** and the Commonwealth of Puerto Rico. The **SECOND PART** agrees to indemnify the **FIRST PART** and/or the Commonwealth of Puerto Rico against any liability or expense, including legal fees and related expenses it may incur as a result of a publication or dissemination of any materials or documents prepared or advised by the **SECOND PART** that gives rise to any claim, including, but not limited to, libel, slander, defamation, invasion of privacy, plagiarism, unfair competition, idea misappropriation and/or copyright infringement.
18. The **SECOND PART** certifies that it has no other contracts with any other departments or agencies of the Commonwealth of Puerto Rico.
  - a) The **SECOND PART** recognizes that in the performance of its professional function it owes complete loyalty to the **FIRST PART**, which includes not having adverse interests to said governmental organization. These adverse interests include the representation of clients that may have or could have interests contrary to the **FIRST PART**. Furthermore, this duty includes the continuous obligation of disclosing to the **FIRST PART** all the circumstances of the relationship of the **SECOND PART** with clients and third persons and any interest that could have influenced the **FIRST PART** at the moment of awarding the Contract to the **SECOND PART**.
  - b) The **SECOND PART** represents conflicting interests when, in benefit of a client, it is its duty to promote that to which it must be opposed in compliance of its obligations to another prior client, current or potential. Furthermore, it represents conflict of interest when its conduct is contrary to such applicable professional ethical standards, or the laws and regulations of the Commonwealth of Puerto Rico.
  - c) In contracts with partnerships or corporations, it will constitute a violation of this prohibition if any of their directors, associates or personnel engages in the conduct described herein. The **SECOND PART** will avoid even the appearance of the existence of conflicting interest.
  - d) The **SECOND PART** recognizes the power of inspection of the **FIRST PART** in relation to the compliance of the prohibitions here contained. If the chief of the Agency understands that there exists or there have emerged adverse interests towards the **SECOND PART**, the **FIRST PART** will notify the **SECOND PART** of its findings in writing and its intention to rescind the Contract within thirty (30) days. Within such term, the **SECOND PART** will be able to request a hearing with the **DEPARTMENT** Agency to raise its arguments to such conflict determination. The hearing will be granted in every instance. If such hearing is not requested by the said date or if the controversy is not satisfactorily solved during the hearing, this Contract shall be rescinded.
19. The **FIRST PART** certifies that no employee or any member of any employee's family has any direct or indirect pecuniary or other interest in this Agreement. Furthermore, the **FIRST PART** states that, to the best of its knowledge, no public officer or employee of the Executive, Legislative, or Judicial Branch of the Commonwealth of Puerto Rico will derive or obtain any benefits or profits of any kind as result of his Agreement.
20. The **SECOND PART** will be responsible for paying: (i) all applicable income taxes in accordance with any and all applicable income tax laws, and (ii) any corresponding contributions to the Social Security Administration.
21. The **SECOND PART** shall be responsible for filing its tax returns and for any

necessary payments to the United States Internal Revenue Service. The **FIRST PART** will inform the necessary tax authorities the amounts paid to the **SECOND PART**.

22. Any services provided by the **SECOND PART** in Puerto Rico shall be so identified in the invoices submitted to the **FIRST PART** and the **FIRST PART** shall deduct and withhold twenty nine (29) percent of the gross amounts paid for these services, when any of those amounts constitutes gross income from sources within Puerto Rico, in accordance with Section 8615, title 13 of the Laws of Puerto Rico Annotated. The **FIRST PART** shall forward such amounts to the Secretary of the Treasury of Puerto Rico. The **FIRST PART**, whenever applicable, will retain a special contribution equal to one point five percent (1.5%) of the Agreement's total amount from the payments made to the **SECOND PART** according to Commonwealth of Puerto Rico Law 48-2013.
23. The **SECOND PART** certifies that it did not have an obligation to file an income tax return under the laws of the Commonwealth of Puerto Rico during the past five (5) years, and does not currently have any outstanding income, real estate or personal property with the Commonwealth of Puerto Rico. The **SECOND PART** also certifies that it does not have and has not had to pay unemployment tax, workers compensation, or social security for chauffeurs in Puerto Rico.
- The **SECOND PART** will submit at the signing of this contract the following documents as applicable:
- (X) Sworn Statement indicating that the company does not have any debt to the Commonwealth of Puerto Rico.
  - (X) Corporate Resolution authorizing the person who will sign the contract (document with corporate seal).
  - (X) Sworn Statement of Criminal Records.
  - (X) Copy of articles of incorporation.
  - (X) Certification of Fulfillment with Orders of the Office of Puerto Rico Child Support Enforcement.
24. It is expressly acknowledged that these are essential conditions of this Agreement, and that if these certifications are incorrect, the **FIRST PART** shall have just cause for terminating the Agreement immediately, and the **SECOND PART** will have to reimburse the DEPARTMENT any sums of money received under this Agreement.
25. This contract and all its terms shall be constructed and interpreted in accordance with the Laws of the Commonwealth of Puerto Rico.
26. The court and authorities of the Commonwealth of Puerto Rico shall have jurisdiction over all controversies that may arise with respect to this contract. The parties hereby waive any other venue to which they might be entitled by virtue of domicile or otherwise. Should either party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney fees. Should any clause or condition of this contract be declared null and void by a competent court of law, the remaining parts of this contract shall remain in full force and effect.
27. The **SECOND PART** shall irrevocably covenant, promise and agree to indemnify the **FIRST PART** hereto harmless from and against any or all losses, claim, expenses, suits, damages, costs, demands, or liabilities, joint or several, of whatever kind, or nature which may arise out of the **SECOND PART**'s unlawful behavior in connection with this agreement including, without limitation in each case, attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suites, damages or liabilities.
28. The **SECOND PART** hereby certifies that at the time of the signing of this Agreement is not engaged in or party to a lawsuit against the Government of the Commonwealth of Puerto Rico, its instrumentalities of agencies.
29. The **SECOND PART** certifies that it has not been convicted nor accused of any crimes against the public treasury, faith or function or that involves misappropriation or misuse of public funds or property, and that it has not

incurred in any practice or behavior of the kind that disqualifies persons or companies from entering into contracts with government agencies of the Commonwealth of Puerto Rico.

30. This contract may be canceled IMMEDIATELY if the **SECOND PART** is indicted or convicted of any crime against the public treasury, faith or function or that involves public property or funds. The **SECOND PART** will have to reimburse the **FIRST PART** all funds received under this contract.
31. In conformity with the laws and the norms that govern the contracting of services, the parties appearing herein are aware that no service will be rendered under this contract until it has been signed by both parties. Moreover, no services will be rendered under this contract once it has expired, unless an amendment extending the expiration date has been signed by both parties before the date of expiration. Services rendered in violation of this clause will not be paid, and any officer that requests and accepts services from the other party in violation of this disposition, is doing so without legal authority whatsoever.
32. No services or payment subject to this contract can be claimed until the same has been registered in the Comptroller's Office, as set forth by Public Law Number 18 of October 30, 1975 as amended.
33. The **SECOND PART** promises to comply with the dispositions of the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico of Law 84 of June 18, 2002.
34. The **SECOND PART** express that meets the ethical standards of their profession and assumes full responsibility for any action that might be contrary to such ethical standards. In addition, the **SECOND PART** certifies that it will comply with the law 1-2012, known as "Governmental ethics law", with the purpose, among other promote and preserve the integrity of the officials and public institutions of the Commonwealth of Puerto Rico. Any breach of the provisions of this law may be processed civil or administratively, as the case may be.
35. All the letters, reports, and other written materials prepared and received by the **SECOND PART** in connection with matters in which it renders services under this contract, and all other information acquired or compiled by it in connection with such matters, whether or not reduced to writing, shall be deemed to be the property of the **FIRST PART** and as such strictly confidential. Furthermore, the **SECOND PART** shall hold this information, as well as any other documents that may relate to its work with the **FIRST PART**, for a period of six (6) years. During this six-year period these documents will be available for inspection by the Office of the Comptroller of Puerto Rico.
36. The will abide by Law 168-2000, as amended, regarding the support of elderly people. In order to obtain or maintain a contract with the **FIRST PART**, it is an essential condition that the person liable for a pension to an elderly person is up to date with the payments or is in compliance with a payment plan, and has not failed to comply with orders, citations, requirements, resolutions or sentences issued by the court or the Administrator by virtue of said law."
37. The **SECOND PART** recognizes that Article 18 of Law 103-2006, as amended, regulates and expressly limits the use of public funds to pay for lobbying costs only to those lobbying services exclusively performed to search and identify federal funds or legislation that promotes Puerto Rico's economic well-being.

-----The **SECOND PART** certifies that: (a) the services under this contract do not include lobbying services and (b) the funds assigned under this contract will not be used to pay for lobbying services, regardless of their purpose. Through this certification, the **SECOND PART** establishes that it will not use the public funds under this contract to render lobbying services before the following government branches: Federal Government, Federal Congress, state governments, state legislatures, municipal governments, municipal assemblies, public corporations, among others.

-----Any violation to this clause, the regulation and the limitation of Article 18 of Law 103-2006, as amended, will be sufficient cause for the **FIRST PART** to cancel this contract automatically.

38. The services that will be performed by the **SECOND PART** entail access to confidential information and information that is not usually available to the general public.

39. **BOTH PARTIES** recognize the need to streamline communication and processes among consultants, suppliers of goods and services, and agencies of the Government of Puerto Rico. In addition, **BOTH PARTIES** accept the duty to protect and safeguard the record of official activities and the integrity of the content of all official communications and notifications between them, without putting at risk the Government's information systems and ensuring their safety. Therefore, **BOTH PARTIES** agree that, henceforth, any natural or legal person that provides services to the Government, shall be bound to request and use the e-mail account that is provided by the Government with receipt of the suppliers written and official communications with any agency with which there is a contract, this being the only means of communication and notification authorized, for electronic communications, while the contract is in effect. Said email account will be used for all official communication with the Government, using the domain @Vendors.PR.Gov. These accounts will be activated upon awarding the contract, will remain active during the contractual relationship and will be deactivated at the end of the expiration of the contract. In addition, the accounts can be reactivated, with the renewal of contracts, after the corresponding notification to the OGP, by the **FIRST PART**.
40. The **SECOND PART** must comply with the ethical responsibilities related to its profession while protecting and keeping the confidentiality of the information obtained rendering the services under this contract. The **SECOND PART** cannot disclose or reveal said information nor use it or appear to use it for purposes different from the services under this contract, nor for its benefit or make it available for the benefit of third parties. This confidentiality agreement will continue in effect even after the relation between the **FIRST PART** and the **SECOND PART** ends.
- The **SECOND PART** expressly recognizes that this is an essential condition of this contract. The **SECOND PART** accepts that failure to comply with this condition is sufficient cause for the **FIRST PART** to terminate the contract and the **SECOND PART** agrees to reimburse to the **FIRST PART** all the funds received under this contract.
41. This contract supersedes any prior contracts, agreements, arrangements, or understandings between the parties, with respect to the subject matter hereof and may only be modified by another contract executed by both the **SECOND PART** and the **FIRST PART**.
42. Any changes in the terms of this Agreement shall be made in writing and shall be executed by both parties.

IN WITNESS WHEREOF, the parties hereto set their signatures on December 18, 2017.

By: \_\_\_\_\_  
Julia B. Keleher, Ed. D.  
Secretary  
Department of Education  
**FIRST PART**  
S.S.:

By: \_\_\_\_\_  
Charles P. Rose, Esq.  
Hogan Marren Babbo & Rose, Ltd.  
**SECOND PART**  
S.S.:

By express delegation:

\_\_\_\_\_  
Pablo G. Muñoz Reyes, CPA  
Undersecretary of Administration

DEPARTMENT OF EDUCATION

Submitted by: \_\_\_\_\_  
Yanín M. Dieppa Perea, Esq.  
Assistant Secretary of Federal Affairs

Revised: \_\_\_\_\_  
José A. Lizasoain Santiago  
Legal Counsel



**MEMORANDUM**

**Privileged and Confidential**  
**Attorney-Client Communication**

To: Hon. Julia Keleher, Secretary of Education

Cc: Yanin M. Dieppa Perea, Assistant Secretary for Federal Affairs

Dated: November 24, 2017

Re: **HMBR Engagement for Services to PRDE**

The following is a proposed engagement of Hogan Marren Babbo & Rose, Ltd. (HMBR) by the Puerto Rico Department of Education (PRDE) to provide professional and consulting services.

**Background**

In accordance with the Elementary and Secondary Education Act of 1965 (ESEA), as amended in December 2015 by the Every Student Succeeds Act (ESSA), PRDE submitted its Consolidated State Plan (CSP) on September 18, 2017 to the U.S. Department of Education. Among other matters, PRDE's CSP included comprehensive education reform and school improvement strategies focused on the following federal programs:

- Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies
- Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk
- Title II, Part A: Supporting Effective Instruction
- Title III, Part A: English Language Acquisition, Language Enhancement, and Academic Achievement
- Title IV, Part B: 21st Century Community Learning Centers
- Title V, Part B, Subpart 2: Rural and Low-Income School Program
- Title VII, Subpart B of the McKinney-Vento Homeless Assistance Act: Education for Homeless Children and Youth Program (McKinney-Vento Act)





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In addition, to guide PRDE's initiatives to deliver a quality high public education to all students on the island, the Secretary of Education has identified four overarching goals for PRDE:

- Focus on the Whole Child
- Emphasize Return on Investment
- Advance Education as a Profession
- Right-Size the System

HMBR's proposal is guided by, and is designed to assist in the advancement of, PRDE's four overarching goals and the federal programs as set forth in the CSP.

#### **General Description of Services**

As reflected in the draft Professional and Consulting Services Agreement attached to this Memorandum, HMBR suggests the following scope of services:

- HMBR shall advise, provide legal advice, counsel and technical assistance to the Department in all matters relating to public policy, education, federal affairs and the legislative process in connection with the Department's Consolidated State Plan under the Every Student Succeeds Act (ESSA) and with the Department's compliance with the U.S. Department of Education rules and regulations under Elementary and Secondary Education Act (ESEA), in each case as specifically requested by the Department and agreed to by the FIRM.
- HMBR shall provide legal advice, counsel and technical assistance with the revision, development and organization of any projects and legislation that the Department may require and the FIRM may agree to perform in connection with the ESSA and ESEA.
- HMBR shall provide any other professional consulting services as requested by the Department and agreed to by the FIRM.



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- HMBR can utilize the experts, professionals and/or resources necessary to provide the advice, counsel and technical assistance that the Department may require and the FIRM agrees to provide.

#### **Examples of Particular Services**

While the general scope of engagement contemplates a potentially broad and diverse array of professional and consulting services, the following are three examples of matters that may be included in such scope:

- Expand the scope of national and regional network of education stakeholders, supporters and funders available to advance the federal programs set forth in PRDE's CRP and achieve its goals. An extensive network of national and regional education and philanthropic organizations exists in the mainland United States to support and assist the work of SEAs and LEAs to improve the quality of public education. As the fourth largest school system in the US and its territories, and given the increasing attention on the welfare and future of the island, particularly post-Maria, PRDE has tremendous potential to increase its presence and access such organizations. HMBR will work with PRDE to establish relationships with education organizations and philanthropy and identify opportunities for public-private partnerships, grants, in-person and in-kind contributions, policy development and implementation, and advocacy to support PRDE's federal programs and initiatives. (Such programs and initiatives may include college and career readiness pathways and policies, personalized learning, administration of special education, alternative schools, longitudinal data system, teacher and principal mentorship programs, adaptive technologies and school turnarounds.)
- Facilitate the support of the U.S. Department of Education for PRDE's initiatives to improve the overall quality of public education, particularly as set forth in PRDE's CRP. As one of only three unitary SEA/LEA school systems in the US and its territories, PRDE enjoys an unique relationship and history with the USDOE. The enactment of the ESSA and the USDOE's policy shift to empower SEAs and LEAs to lead the nation's efforts to improve K12 education present a significant



opportunity to transform the focus of PRDE's federal relations from regulatory compliance to a partnership for change. There are three avenues available to PRDE to facilitate such a transformation: (i) PRDE's ESSA-based CRP; (ii) USDOE oversight agreements/plans and site visits; and (iii) PRDE's unitary status. In particular, a potential reassessment of PRDE's unitary status in conjunction with the USDOE may lead to federal support for modifications in PRDE's structure that offer greater flexibility in the structure, type and design of local schools on the island. HMBR will work with PRDE to identify and pursue opportunities at the federal and local levels to advance PRDE's school improvement strategies and initiatives, including those federal programs identified in the CRP.

- Enhance the means and ability of PRDE to augment, attract and deploy talent to best meet the needs of its students. An effective principal in each school and a quality teacher in each classroom are the keys to any school improvement strategy. The recent decision of AMPR to re-affiliate with the American Federation of Teachers offers an important opportunity to tap AFT's reformminded leadership and resources to support PRDE's talent agenda and to place school improvement and student performance at the center of PRDE's labormanagement relationship. It is also an opportunity to tap other likeminded teacher-centric and school leadership organizations to support PRDE's strategies to augment, attract and deploy talent on the island. HMBR will assist PRDE to identify and work with organizations, programs, initiatives and resources, including AMPR-AFT, to facilitate PRDE's human capital strategies, those set forth in the CRP.

#### Fees and Expenses

- HMBR agrees to a maximum hourly rate of \$350 for attorney time for a total amount not to exceed \$140,000.00 for services.
- HMBR agrees to a cap of \$15,000.00 for all reasonable, actual and necessary expenses related to the services rendered under the contract in accordance with PRDE requirements.



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### **HMBR Selected Team Members**

Depending on the nature of the services, HMBR suggests the follow team of attorneys to be available to work on PRDE matters:

- Charlie Rose – former USDOE General Counsel under Secretary Duncan.
- Dennis Cariello – former USDOE Deputy General Counsel under Secretary Spellings.
- Debbie Osgood – former was USDOE National Enforcement Director in Office of Civil Rights.
- Jonathan Furr – Executive Director of Northern Illinois University’s Center for Education Systems and former General Counsel at the Illinois State Board of Education.
- Nicholas Hudalla – partner and education attorney

Charlie Rose will be the point of contact and the attorney primarily responsible for the representation of PRDE. When questions or comments arise about HMBR services, staffing, billing, or other aspects of our representation, Charlie will address them. If this engagement necessitates involving firm attorneys other than those listed above, we will obtain your pre-approval.

### **Attachment**

- Draft Professional and Consulting Services Agreement