

**JACKSON PUBLIC SCHOOL DISTRICT
662 SOUTH PRESIDENT STREET
JACKSON, MS 39201
P.O. BOX 2338
JACKSON, MS 39225**

RECEIVED BY
APR 10 2017
**OFFICE OF DISTRICT
COUNSEL**

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of the 5th day of April, 2017, by and between the Jackson Public School District (the "District") and Bailey Education Group, LLC whose address is 201 Park Court, Suite B, Ridgeland, MS 39157 ("Consultant").

WHEREAS, on January 31, 2017, the District issued Request for Proposals (RFP) No. 2017-02 for consulting services with regard to the District's Corrective Action Plan (CAP) implementation.

WHEREAS, in response to the Request for Proposals No. 2017-02, the Consultant submitted a proposal dated February 22, 2017, and both RFP No. 2017-02 and Consultant's proposal incorporated by reference herein as part of this Agreement; and

WHEREAS, the District desires to employ Consultant to serve as a liaison between the District and the Mississippi Department of Education (MDE) and assist the District with full implementation of the CAP; and

WHEREAS, Consultant desires to accept such employment on the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** Consultant shall serve as a liaison between the District and MDE and assist the District with full implementation of the CAP. Consultant shall perform the following:

- A. Review and make recommendations regarding the implementation of the current CAP;
- B. Provide ongoing assistance with plan analysis, compliance monitoring, and evaluation;
- C. Assist with monitoring the school districts' CAP implementation steps and reporting the progress to the school board and superintendent;
- D. Perform spot audits of established processes related to standard accountability with District leadership;

- E. Provide training to District leadership on auditing the District's adherence to the Mississippi Accountability/Accreditation Standards;
- F. Participate in a scheduled work session with the Jackson Public School District Board of Trustees and the District's interim superintendent; and
- G. Assist with reviewing the investigative audit report of findings and crafting the 30-day response required by the MDE.

Additionally, Consultant shall provide services as outlined in Consultant's February 22, 2017 proposal, attached and incorporated into this Agreement as Exhibit A.

2. **Compensation.** Consultant shall be paid a total amount not to exceed \$95,900.00 for services satisfactorily performed in accordance with this Agreement. Such compensation shall be paid upon submission of monthly invoices.

Consultant shall present to the District at its Business Office an invoice setting forth in detail the services performed by Vendor, the date and location where such services were performed, the amount due Consultant as compensation for such services and any other information reasonably requested by the District.

3. **Term.** The term of this Agreement shall commence as of April 5, 2017, and shall terminate June 30, 2017; provided, Consultant agrees to provide to the District reasonable follow-up and/or support services in connection with the services that are the subject of this Agreement

4. **Representation of Consultant, Guarantee of Services.** Consultant represents and warrants that it is fully qualified and, if required, licensed to provide the services to be performed hereunder.

5. **Relationship of Parties.** Consultant shall be deemed an independent contractor during the term of this Agreement, and this Agreement shall not create any partnership, joint venture or other business relationship between the District and Consultant.

6. **Indemnification.** Consultant shall indemnify and hold the District, its trustees, officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards and fees, including attorneys' fees, arising out of Consultant's provision of services hereunder or the performance by Consultant of this Agreement.

7. **Assignment.** This Agreement may not be assigned by either party without the prior consent of the other party.

8. **Termination.** This agreement may be terminated by the District, without cause, upon one week's notice. This Agreement may be terminated by the District immediately for cause. For purposes of this Agreement, "cause" shall be defined as:

- (1) in the reasonable discretion of the District, the failure by Consultant to satisfactorily perform the services required hereunder; or
- (2) the breach by Consultant of any material term of this Agreement.

Upon termination of this Agreement, the District shall compensate Consultant for all Services satisfactorily performed up until the date of termination.

9. **Access by Consultant to District Locations.** The District shall provide Consultant with access to all areas and/or locations within the District as required by Consultant to perform the services required hereunder.

10. **Waiver.** The waiver by either party of any right or remedy it may have hereunder shall not constitute a waiver of any other or subsequent right or remedy arising hereunder.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to its conflict laws.

12. **Amendment or Modification.** This Agreement may not be amended or modified except by a written instrument executed by both the parties.

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, if the rights and obligations of the parties are not materially prejudiced thereby and the intention of the parties continues to be effective.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no understandings, agreements or representations, oral, express or implied, respecting this Agreement or the services to be provided hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**JACKSON PUBLIC SCHOOL DISTRICT
RECOMMENDING OFFICER:**

Jason Sargent

By: Jason Sargent

Its: Chief of Staff

**Jackson Public School District
Representative:**

Frederick Murray

By: [Signature]

Its: Interim Superintendent

CONSULTANT'S NAME

[Signature]

By: Carey Falvey

Its: PRSS

EXHIBIT A



COPY

PREPARED FOR:

Jackson Public School District

Corrective Action Plan Administrator

Submitted on February 22, 2017



Bailey Education Group, LLC • 201 Park Court Suite B • Ridgeland, MS 39157

Office 601-707-5778 • Fax 888-281-0547 www.baileveducationgroup.com

CONTENTS

Scope of Services: 5
References: 6
Primary Focus:..... 6
Value added materials and services: 7
Budget/Cost Summary:..... 7
Resume: 8
Proposal form: 9
Request to Add Vendor: 10
Bailey W-9: 11

SCOPE OF SERVICES:

The Bailey Education Group will provide the Jackson Public Schools (JPS) with a Corrective Action Plan (CAP) Administrator. The responsibility of the CAP administrator will be to partner with the Interim Superintendent of the JPS and the JPS Board of Trustees to ensure implementation of the district's CAP as approved by the Mississippi Department of Education (MDE).

The Bailey Education Group employs consultants with extensive past experience in directing and/or supervising the MDE Office of Accreditation. During their time at MDE these senior-level consultants were responsible for:

- Auditing school districts' adherence to the MS Accountability/Accreditation Standards
- Reviewing corrective action plans (CAP) and presenting recommendations to the MS State Board of Education (SBE).
- Leading the MDE Office of Accreditation in writing accreditation audit reports
- Monitoring school districts' CAP implementation steps and reporting the progress to the Commission on School Accreditation (CSA) and the SBE.
- Conducting "Show Cause" hearings with the CSA and the SBE
- Implementing/Supervising the state take-over of school districts' local control
- Supervising Conservatorship school districts in their efforts to implement a CAP

The lead Bailey Education partner for this project will be Pat Ross. As a former Deputy State Superintendent who managed the Office of Accreditation among other offices, Mr. Ross has a deep understanding of the accreditation audit and corrective action plan process. Mr. Ross supervised the review and revision of school district corrective action plans for four years at the MDE, thus giving him an appreciation for and experience in, working with the MDE to satisfy corrective action plans in Mississippi school districts. Mr. Ross still holds a continuous communication line with the MDE which allows him to receive and provide input relative to accreditation audits, audit findings, and corrective action plans.

985

REFERENCES:

The following district contacts can be used as historical references for consulting services Bailey Education Group has provided relative to Accreditation Audits/Reports, Corrective Action Plans, and/or Strategic Plans:

- Dennis Penton, Superintendent, North Pike School District
 - dpenton@npsd.k12.ms.us
 - 601-276-2216
 - 1036 Jaguar Trail Summit, MS 39666
- Arthur McMillan, Superintendent, Biloxi Public Schools
 - Arthur.mcmillan@biloxischools.net
 - 228-374-1810
 - 160 St. Peters Avenue Biloxi, MS 39530
- Lisa Davis, Superintendent, Hazlehurst School District
 - lidavis@hazlehurst.k12.ms.us
 - 601-894-1152
 - 119 Robert McDaniel Drive Hazlehurst, MS 39083

PRIMARY FOCUS:

The primary focus of the CAP Administrator will be to ensure the implementation of the district's CAP. As part of this focus, the CAP Administrator will provide the following functions:

- Outline a strategic implementation process for the CAP
- Assign a timeline for implementation of the CAP
- Provide state level expert input on the implementation of the CAP
- Assign specific roles and responsibilities to specific district and school staff to ensure implementation of each component of the CAP
- Daily manage the progress being made on each component of the CAP
- Communicate to the JPS Interim Superintendent and the JPS Board of Trustees any needed personnel, services, or products needed to implement each component of the CAP
- Provide a weekly implementation status report to the JPS Interim Superintendent
- Provide a monthly implementation status report to the JPS Board of Trustees
- Provide a monthly implementation status report to the MDE and/or the State Board of Education
- Provide feedback and technical assistance for teachers, administrators, or district level staff during the implementation process
- Establish and maintain a physical presence in the schools and offices of the JPS during the implementation of the CAP; be visible and accessible.

VALUE ADDED MATERIALS AND SERVICES:

Value Added: Bailey Education Group will provide the JPS with the following fee-waived resources as part of this project:

- Access to relevant live and recorded webinars
- Access to the Bailey online resources for school leaders
- Bailey Education Group's Drop Box Resources and Materials which include a collection of research based strategies, templates, and materials aligned to the Mississippi Teacher and Principal Performance Standards and the Mississippi College and Career Readiness Standards (MCCRS) in English Language Arts (ELA) and mathematics. Access to these powerful resources will save time and emotional energy, and will help to inform teaching and learning for principals, teachers, and students.

BUDGET/COST SUMMARY:

Bailey Education Group will provide this service for a fee of **\$107,500**. This fee includes all costs associated with the project and includes, at minimum, two individuals from the Bailey Education Group dedicated to the project.

Timeline for this project

March 22, 2017 – June 30, 2017

Total Cost of Project

\$107,500.00

Includes all Expenses and Travel Costs

Proposal Submitted by:

Bailey Education Group, LLC

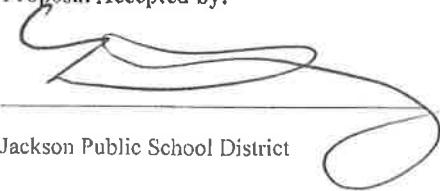


Gary Bailey, President

2/22/2017

Date

Proposal Accepted by:



Jackson Public School District

4/11/17

Date