

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

This Consulting Services Agreement ("Agreement") is made as of the 20<sup>th</sup> day of September 2017 by and between the Jackson Public School District (the "District") and Bailey Education Group, LLC, whose physical and mailing address is 201 Park Court, Suite B, Ridgeland, MS 39157 ("Consultant").

WHEREAS, on August 18, 2017, the District issued Request for Proposals (RFP) No. 2017-09 requesting a lead partner with a comprehensive professional services division to serve as instructional support for teachers and instructional leaders within the Jackson Public School District to provide extensive support with the Jackson Public Schools Instructional Management Plan for Identified schools within Jackson Public Schools.

WHEREAS, in response to the Request for Proposals No. 2017-09, the Consultant submitted a proposal dated August 23, 2017, and same is incorporated by reference herein as part of this Agreement; and

WHEREAS, the District desires to employ Consultant as a lead partner for Cardozo, Galloway, Blackburn, Brinkley, John Hopkins, Marshall, North Jackson, Wilkins, Peeples, and Siwell to provide comprehensive services in the areas of online, onsite, and job-embedded professional developments; 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.** During the term of the contract, Consultant shall perform the services described herein. These services shall include up to one hundred (100) days of professional development/consultative services. Consultant shall provide job-embedded professional development in the following areas:

- a. Delivering the District's curriculum, using effective, proven strategies for the students;
- b. Assessing student learning with a variety of classroom, district, and state assessments;
- c. Using assessment data to drive instructional decisions;
- d. Implementing the District's Instructional Management System with fidelity;

- e. Implementing the professional learning activities outlined in the District's Professional Learning Plan; and
- f. Communicating strengths and weaknesses to students, parents, and others as appropriate.

Additionally, Consultant's services shall include the following:

- a. A tactical process management instrument which identifies specific areas of needed growth and proficiency among students;
- b. An instrument to measure the effectiveness of the services performed, relative to the amount of the investment in the services;
- c. A guarantee of improved student outcomes; (schools' accountability grades improve at least one letter grade as determined by the Mississippi Department of Education's Performance Accountability System).

Consultant's services shall assist the District in achieving the following desired measurable goals and outcomes:

- a. Dramatically increase student proficiency and growth in each of the identified schools;
- b. Participate in focused instructional team meetings with teachers and leaders to reflect on instructional practice, measure the effect instruction had on students learning, and implement insights gained from the meeting to improve their teachers' performance;
- c. Develop teaches/administrators in the areas of instructional leadership;
- d. Increase schools' accountability grades by at least one letter grade as determined by the Mississippi Department of Education's Performance Accountability System; and
- e. Create a school culture that fosters, recognizes and celebrates adult and student learning, parental and community engagement.

The professional development sessions shall be held at dates and times mutually determined by the parties. Consultant shall submit written reports to the superintendent, principal, and specified district level administrators following each day of service. Consultant shall also hold quarterly, on-site briefings with the superintendent and appropriate district level personnel.

If Consultant does not achieve the established measurable goals and outcomes during the specified timeframe, Consultant will offer the District additional services of ten (10) days during the following school year at no cost to the District. The dates and times of the additional free services will be mutually determined by both parties.

**2. Compensation.** Consultant shall be paid a total of \$145,000.00 (One hundred, forty-five-Thousand dollars and no cents) for services satisfactorily performed in accordance with this Agreement for the 2017-2018

school year. Such compensation shall be paid as follows: The Bailey Education Group will submit monthly invoices for services rendered at a daily rate of \$1,450.00 and the District will pay the invoices within 45 days of receipt of the invoice.

Consultant shall present to the District at its Business Office an invoice setting forth in detail the services performed by Consultant, 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 September 20, 2017, and shall terminate November 30, 2017; provided, Consultant agrees to provide to the District and/or workshop participants reasonable follow-up and/or support services in connection with the project that was the subject of the workshops.

**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. Confidentiality and Proprietary Protection.** The Bailey Education Group, is the sole source for the evidence-based instructional resources. In addition, the Bailey Education Group's products and services were developed utilizing research-based best practices.

The District acknowledges that The Bailey Education Group will be providing it with proprietary materials and documents. The District further acknowledges that The Bailey Education Group has intellectual property rights in

the proprietary materials, training aids, technology and other items The Bailey Education Group uses in and for its educational consulting and training. All books, records, files, documents and any other information generated or provided to the District by The Bailey Education Group shall be used in connection with the educational purposes or mission of the District, and shall not be used for any other purpose unless specifically authorized or allowed by The Bailey Education Group. The District acknowledges that The Bailey Education Group can seek immediate injunctive relief for any violation of this paragraph by the District or any improper use or distribution of any proprietary materials by the District to stop such violation or breach, and that the ability to obtain injunctive relief in such a situation does not limit in anyway The Bailey Education Group's rights to seek other relief at law or in equity.

**9. 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) in the reasonable discretion of the District, the services and/or materials provided by the Consultant do not meet the District's purposes or do not satisfy or achieve the District's goals or objectives for entering into this Agreement; or
- (3) the breach by Consultant of any material term of this Agreement.

It is expressly understood and agreed that the obligations of the District to proceed are conditioned upon the appropriation of funds by the Mississippi State Department of Education and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the District shall have the right upon ten (10) working days written notice to Consultant, to terminate or modify the Agreement without damage, penalty, cost of expenses to the District of any kind whatsoever. The effective date of termination or modification shall be specified in the notice of termination or modification.

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

**10. 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.

**11. 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.

**12. 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.

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

14. Notice Provision. Notices under this Agreement shall be sent to the following persons:

**To District:**

Dr. William Merritt, IV, Executive Director of School Improvement  
662 South President Street  
Jackson, MS 39201  
(601) 960-8874-office

**To The Bailey Education Group:**

Mr. Chuck Poer  
201 Park Court, Suite B  
Ridgeland, Mississippi 39157  
(601) 707-5778-office  
(888) 281-0547-facsimile

**15. Assurances.** Consultant represents and warrants that it will comply with the assurances set forth in Exhibit "A" attached to this Agreement.

**16. 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. In the event of ambiguity or conflict between the terms and conditions contained in the proposal and the Agreement, the Agreement shall control.

**17. 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:**

*William M. Merritt, Ed*  
By: *William M. Merritt, Ed*  
Its: *ED of School Improvement*

**Jackson Public School District  
Representative:**

*[Signature]*  
By: *[Signature]*  
Its: *Interim Superintendent*

**The Bailey Education Group:**

*[Signature]*  
By: *Carly Brucey*  
Its: *PRSS*

## Exhibit A- Assurances

1. The Consultant will comply with applicable federal, state, and local policies and procedures.
2. Services will be provided under the supervision of highly qualified teachers and/or administrators.
3. The Consultant will maintain professionalism and confidentiality.
4. The Consultant is fiscally sound and will be able to complete services to the local educational agency.
5. The Consultant will ensure that the services provided are aligned with the Mississippi Curriculum Frameworks and scientifically research based practices.
6. The Consultant will comply with applicable federal, state, and local health, safety, and civil rights laws.
7. Provisions that subject all individuals employed by or otherwise associated with the approved provider, including volunteers, support staff, etc., who have direct contact with students, to the fingerprint and criminal history record check contained in law, including, Education Laws 305(30), 1125(3), 1604(39), 1604(40), 1709(39), 1709(40), 1804(9), 1804(10), 1950(4)(11), 1950(4)(mm), 2503 (18), 2503(19), 2554(25), 2554(26, 2590-h (20), 2854(3)(a-2), 2854(3)(a-3), and 3035.
8. All services will be secular, neutral, and non-ideological.
9. The Consultant will provide the District with information regarding implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents/legal guardians, and community members can understand.