



Professional Services Agreement

Whereas, this **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made effective as of July 11, 2017 by and between the **National Charter Schools Institute** (hereafter referred to as the “Institute”), and the **Mississippi Charter School Authorizer Board** (hereafter referred to as the “Client”).

Whereas, the Institute’s principal place of business is located at 711 West Pickard Street, Suite M, Mt. Pleasant, Michigan 48858, and the Client’s principal place of business is located at the following address:

Client Name: Mississippi Charter School Authorizer Board

Contact: Marian L. Schutte

Address: 239 N. Lamar Street Suite 2017
Jackson, MS 39201

Whereas, the Client and the Institute share a common vision for educational excellence and wish to work together to implement an innovative web-based software system known as Epicenter, in order to strengthen the Client’s ability to effectively and efficiently oversee and support charter public schools and hold them accountable for fulfilling their legal and contractual responsibilities.

Services (“Services”) to be Performed:

- 1.1** The Institute will provide the Client with consulting and technical support related to its use of Epicenter as an authorizer to enhance the oversight, support and accountability of charter public schools.
- 1.2** The Institute will provide the Client with the leadership, guidance and support necessary to setup and configure Epicenter so that it functions in accordance with the Client’s oversight and accountability practices. This includes the following:
 - 1.2.1** Working with the Client to develop and incorporate into Epicenter an annual calendar of oversight requirements, including the file type, meta-data and due date(s) associated with each requirement.
 - 1.2.2** Working with the Client to identify and populate the entities to be included in Epicenter, including schools, boards and EMO/CMOs.

1.2.3 Working with the Client to identify, define and customize the file and data types to be incorporated into Epicenter, including any related metadata.

1.2.4 Working with the Client to configure workflow processes and procedures, including any related notification, submission, review and acceptance protocols.

1.2.5 Working with the Client to configure security protocols by user, entity and file type.

1.3 The Institute will provide the Client and its authorized personnel, including its authorized charter public schools with access to and use of Epicenter.

1.4 The Institute will provide the Client, including its authorized charter public schools with the orientation, training and support services necessary to use Epicenter.

1.5 The Institute will ensure Epicenter's Help Desk and support team are available to the Client and its authorized charter public schools during normal business hours (8 a.m. to 5 p.m. EDT) or at other times as requested by the Client.

1.6 The Institute will ensure Epicenter is accessible to the Client 24 hours per day, 7 days per week, 365 days per year, except for any planned outages that the Institute will inform the Client of in advance.

1.7 The Institute will ensure Epicenter is supported with a professional service level that meets or exceeds industry best practice standards, and complies with applicable state and federal requirements.

1.8 The Institute will ensure Epicenter is hosted in a world class, Tier 3 Datacenter in Mid-Michigan. The datacenter features multiple layers of physical security including physical location and keycard access to the facility. Daily backups are encrypted (at-res and in-transit) and stored at a remote and secure location.

2. Client Obligations:

2.1 The Client will work in good faith with the Institute to provide the information necessary to properly setup and configure Epicenter so that it functions in accordance with the Client's oversight and accountability practices and user security protocols.

2.2 The Client will provide the Institute with timely, accurate and complete information at all times and provide the Institute with feedback regarding how Epicenter is meeting its needs.

2.3 The Client is responsible for safeguarding the passwords related to Epicenter and protecting them from disclosure to any unauthorized user(s).

2.4 The Client will not, nor will the Client authorize, permit or allow others to (i) reverse engineer, decompile or disassemble the web-based software system known as Epicenter, or otherwise attempt to discover any source code or any trade secrets related to Epicenter; (ii) modify or make derivative works of Epicenter; (iii) sell, lease, license, distribute or sublicense Epicenter; (iv) alter, obscure or modify any trademark or proprietary notice related to Epicenter; or (v) create Internet “links” or “frame” or “mirror” any content from Epicenter.

3. Term of Agreement:

3.1 The term of this Agreement shall begin July 11, 2017 – June 30, 2018.

3.2 In the event this Agreement is terminated or not renewed by the Client: (a) the access and use of Epicenter by the Client and its authorized charter public schools will cease, and (b) the Institute will have no further obligation to provide Services to the Client or its authorized charter public schools. To the extent the Client requests the Institute to continue providing any Services after the discontinuation of this Agreement, all of the terms and conditions in this Agreement, including the Client’s obligation to pay all compensation associated with such Services, will continue to apply.

4. Compensation and Terms of Payment:

4.1 The Client agrees to pay the Institute for the Services detailed in this Agreement an annual cost of Five Thousand Dollars (\$5,000.00). The Institute will invoice the Client Quarterly on October 1, January 1, April 1 and June 30th.

4.2 There are no other costs associated with this Agreement.

4.3 Availability of Funds

It is expressly understood and agreed that the obligation of the Client to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, 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 Client, the Client shall have the right upon ten (10) working days written notice to the Institute, to terminate this Agreement without damage, penalty, cost or expenses to the Client of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4.4 E-Payment

The Institute agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

4.5 Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Institute's choice. The State may, at its sole discretion, require the Institute to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The Institute understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

5. Data Ownership:

5.1 The Institute acknowledges that the data and documents generated and stored in Epicenter under this Agreement are owned by the Client and its authorized charter public schools. Upon termination of this Agreement and upon request from the Client, the Institute will provide electronic copies of all data and documents in the removable media form provided by the Client.

6. The Family Educational Rights and Privacy Act:

6.1 The Institute shall maintain student information in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). If applicable, the Client agrees to comply with all FERPA requirements prior to providing the Institute with any student education records.

7. Confidentiality and Non-Disclosure:

7.1 The Institute understands that while providing the Services identified in this Agreement, the Institute may have access to confidential and/or proprietary information of the Client. The Institute agrees to maintain the confidentiality and privacy of this information and further agrees not to use any of this information for any reason other than the performance of the Services outlined in this Agreement or for educational research authorized by the Client.

7.2 The Institute agrees that all confidential information will remain in a secure location under the control of the Institute at all times. Once the legitimate needs for the

Institute's access to this information has ended, the Institute agrees to promptly remove and destroy all confidential and/or proprietary information in its possession and return control of this information to the Client.

8. Proprietary Rights:

The Institute's Proprietary Materials involve valuable Proprietary Rights of the Institute. Other than the access and use of Epicenter identified in this Agreement, no right, title or interest in or to any of the Institute's Proprietary Materials or Proprietary Rights is transferred to the Client under this Agreement. Without limiting the generality of the foregoing, the Institute owns all rights, title and interest in all Institute Proprietary Materials and all Proprietary Rights therein.

9. Indemnification:

To the fullest extent allowed by law, Institute shall indemnify, defend, save and hold harmless, protect, and exonerate the Client, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Institute and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the Institute may be allowed to control the defense of any such claim, suit, etc. In the event the Institute defends said claim, suit, etc., the Institute shall use legal counsel acceptable to the State. The Institute shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Institute shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

10. Independent Agreement Status:

The Institute shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Institute, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and the Institute. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Institute hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Institute. The Institute's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Institute nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Client, and the Client shall be at no time legally responsible for any negligence or other wrongdoing by

the Institute, its servants, agents, or employees. The Client shall not withhold from the Agreement payments to the Institute any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Institute. Further, the Client shall not provide to the Institute any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

11. Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Institute shall comply with applicable federal, state, and local laws and regulations.

12. Compliance With Laws

The Institute understands that the Client is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Institute agrees during the term of the Agreement that the Institute will strictly adhere to this policy in its employment practices and provision of services. The Institute shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. E-Verification

If applicable, the Institute represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Institute agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Institute agrees to provide a copy of each such verification. The Institute further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Agreement may subject the Institute to the following: (1) termination of this Agreement for services and ineligibility for any state or public Agreement in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the

loss of any license, permit, certification or other document granted to the Institute by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (3) both. In the event of such cancellation/termination, the Institute would also be liable for any additional costs incurred by the State due to Agreement cancellation or loss of license or permit to do business in the State.

14. Termination For Convenience

(1) Termination. The Executive Director or designee may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. The Executive Director or designee shall give written notice of the termination to the Institute specifying the part of the Agreement terminated and when termination becomes effective. (2) the Institute's Obligations. The Institute shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Institute will stop work to the extent specified. The Institute shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Institute shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Executive Director or designee may direct the Institute to assign the Institute's right, title, and interest under terminated orders or subcontracts to the State. The Institute must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. Termination For Default

(1) Default. If the Institute refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof, or otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the Executive Director or designee may notify the Institute in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director or designee, such officer may terminate the Institute's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Executive Director or designee. The Institute shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Institute's Duties. Notwithstanding termination of the Agreement and subject to any directions from the procurement officer, the Institute shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Institute in which the State has an interest.

(3) Compensation. Payment for completed services delivered and accepted by the State shall be at the Agreement price. The State may withhold from amounts due the Institute such sums as the Executive Director or designee deems to be necessary to protect the

State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Institute shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Institute to make progress in the prosecution of the work hereunder which endangers such performance) if the Institute has notified the Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Institute shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Institute to meet the Agreement requirements. Upon request of the Institute, the Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Institute's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) Erroneous Termination for Default. If, after notice of termination of the Institute's right to proceed under the provisions of this clause, it is determined for any reason that the Agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

16. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Institute: National Charter Schools Institute
Attn: Shelly Veenstra

711 West Pickard Street, Suite M
Mt. Pleasant, Michigan 48858

For the Client: Mississippi Charter School Authorizer Board
Attn: Marian L. Schutte
239 N. Lamar Street, Suite 207
Jackson, Mississippi 39201

17. Entire Agreement:

This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Institute and the Client with regard to the subject matter hereof. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the parties to be bound.

The parties have caused this Agreement to be executed as of the day and year first written above.

NATIONAL CHARTER SCHOOLS INSTITUTE

BY: _____
James N. Goenner, Ph.D., President & CEO

Date: _____

MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD

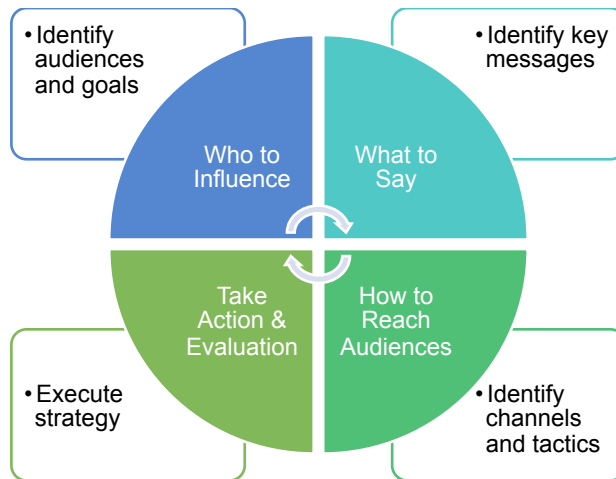
BY: _____
Marian Schutte

Date: _____

Mississippi First Proposal for The Mississippi Charter School Authorizer Board Communication Strategy

Background

Mississippi First believes that high-quality public charter schools should be a part of our state's public education reform strategy. Mississippi First was instrumental in passing the *Mississippi Public Charter Schools Act of 2013*. Since then, Mississippi First has supported the Mississippi Charter School Authorizer Board (MCSAB) by providing recommendations and technical assistance to the MCSAB board, MCSAB staff, Mississippi charter schools, and charter applicants. This project proposal outlines the development of a communication strategy intended to support the Mississippi Charter School Authorizer Board by increasing visibility and understanding among stakeholders. The plan also includes development of sample collateral, analysis of audiences, a review of channels and tactics, and message testing.



A strong communication strategy can help with:

- Identifying realistic policy and communication priorities;
- Strengthening networks;
- Developing strategies, methods and media to 'market' and communicate MSCAB's objectives to different target groups; and
- Acquiring increased support from decision makers and stakeholders, such as charter school applicants, charter management organizations, and Mississippi charter schools.

This process will directly align with the strategic priorities outlined in the Mississippi Charter School Authorizer Board's *2017-2019 Strategic Plan*.

- I. Expand high-quality charter options across the state of Mississippi especially in areas of high need.
- II. Ensure the quality of authorized charter schools through outcomes-based accountability and oversight practices while respecting charter school autonomy.
- III. Establish sound organizational practices and protocols to ensure effective and transparent operation of the Mississippi Charter School Authorizer Board.

These priorities and their correlating objectives will be used as the guiding framework for the initial phases of the proposal. They will help determine communication goals, stakeholders, audiences, and channels.

Objective

During the proposal period, Mississippi First will work with the Mississippi Charter School Authorizer Board to identify communication goals, target audiences, and tactics needed to achieve MCSAB's organizational goals. Mississippi First will also design and test a communications strategy.

Scope

Phase 1: Initial Meetings & Assessment (3 months)

- Interviews with Mississippi Charter School Authorizer Board and key stakeholders to determine goals
- Review public perception feedback from Mississippi First recent focus groups and phone survey
- Assessment of past and current communication efforts, needs, and capacity
- Draft outline of needs and goals

Phase 2: Drafting of Strategy (1-2 months)

- Based on initial meetings and assessment, a complete strategy will be drafted to include identified communication goals, an analysis of audiences and how to reach them, preliminary messages, and a timeline
- Some sample designs will be included in the draft
- Draft will be sent to MSCAB for comments
- Incorporation of comments

Phase 3: Design and Testing (1 month)

- Test sample designs and messages in focus groups
- Analyze feedback and incorporation comments in messages

Phase 4: Delivery of Final Strategy and Sample Collateral (1 month)

- Delivery of final communication strategy

Deliverables

By December 31, 2017, Mississippi First will provide a comprehensive communication strategy which will include target audiences, preliminary messages, and a detailed action plan.

Project Budget

The total cost of this project is \$50,000. This cost does not include execution of the plan or ad buys.

Phase 1-2: The first two phases of this project will cost \$25,000. This cost includes meeting expenses, staff time, and travel. Payment will be based on deliverables.

Phase 3-4: The last two phases of this project will cost \$25,000. This cost includes meeting expenses, staff time, design, and travel. Payment will be based on deliverables.