

Contract
Between the Mississippi Charter School Authorizer Board and
Cornerstone Consulting Group, Inc.

This document is a Contract between the parties, Cornerstone Consulting Group, Inc., a Mississippi Corporation, located at 101 Merlot Cove Clinton, MS 39056 (Hereinafter referred to as “Cornerstone” or “Contractor”) and the Mississippi Charter School Authorizer Board, a state agency herein after referred to as “Agency”). This contract reflects the agreement by and between the parties that Cornerstone shall provide services as outlined herein below.

Scope of Services

Accounting Services

- Provide assistance in establishing the FY18 fiscal year;
- Provide assistance in determining the method needed to purchase goods and enter all contracts and purchase orders in the state accounting systems as needed;
- Enter all payment vouchers into the state accounting systems in order for payments to be generated;
- Enter travel vouchers into the state accounting systems and process the travel for payments;
- Process all agency payrolls and reconcile insurances;
- Work with IHL to ensure budgetary authority is available in the agency’s funds;
- Ensure transfers from other funds, including MDE are properly recorded;
- Enter any revenue received from other sources into the agency’s funds;
- Review all expenditures for correctness to ensure state guidelines are meet prior to processing the transactions; and,
- Generate monthly financial reports for the Board and for IHL.

Human Resource and Personnel Assistance

- Enter employees and contract workers into the payroll system and perform related items to create payroll records for these individuals;
- Enter Board member information as required to ensure travel payrolls can be processed on their behalf; and,
- Maintain deduction and tax records for the employees and workers.

Other Services

Any additional tasks performed at the direction of the Director or designee may be performed as directed. No tasks shall be performed without prior approval and direction.

Contract Modifications

This contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications may include scope increases, deletions or other revisions within the contract.

Contract Period of Performance

The Contract shall begin July 1, 2017 and shall be in effect until June 30, 2018.

Consideration

Cornerstone agrees to perform the Scope of Services hereunder to the satisfaction of the Agency during the period of performance identified in this Contract, pursuant to the terms and conditions of the Contract, for the consideration of an hourly rate of \$85.00 for the Services listed under Accounting Services. The total contract cost shall not exceed \$12,500.00.

Payment

The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

Cornerstone agrees to accept all payments in US currency via the State of Mississippi's electronic payment and remittance vehicle.

Availability of Funds

It is expressly understood and agreed that the obligation of the Agency 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 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 Agency, the Agency shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Anti-Assignment/Subcontracting

Cornerstone acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon Cornerstone's special skills and expertise. Cornerstone shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Authority To Contract

Cornerstone warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidentiality

Cornerstone hereby agrees to assure the confidentiality of any records obtained from the Agency or from the State Personnel Board (SPB) for the Agency, as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Cornerstone deemed confidential by the Agency and/or the SPB pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Agency. Any liability resulting from any wrongful disclosure of confidential information on the part of Cornerstone shall rest with Cornerstone.

Confidential Information shall mean (a) those materials, documents, data, and other information which Cornerstone has designated in writing as proprietary and confidential, and (b) all data and information which Cornerstone acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under Mississippi and/or federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of Cornerstone or its Subcontractor shall rest with Cornerstone. Disclosure of any confidential information by Cornerstone or its Subcontractor without the express written approval of the Agency shall result

in the immediate termination of this agreement and the availability to the Agency of any and all remedies at law or in equity.

Ownership of Documents and Workpapers

The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from The Agency and subject to any copyright protections.

Record Retention And Access To Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Indemnification

To the fullest extent allowed by law, Cornerstone shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency and its 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 attorneys' fees, arising out of or caused by Cornerstone and/or its partners, principals, agents, employees and/or Subcontractors in the failure to perform this agreement. In the State's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc. In the event Cornerstone defends any claim, suit, etc., Cornerstone shall use legal counsel acceptable to the State; Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in the defense. Cornerstone shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making the waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Independent Contractor Status

Cornerstone 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 Agency or the State. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State; and the State shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United State's 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 Contractor: Denise De Rossette, President
Cornerstone Consulting Group, Inc.
101 Merlot Cove
Clinton, MS 39056

For the Agency: Krystal Cormack, Chair
Mississippi Charter School Authorizer Board
Robert E Lee Building
239 N. Lamar Street, Suite 207
Jackson, MS 39201

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency.

Applicable Laws

The contract shall be governed by and 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 contractor shall comply with applicable federal and State laws and regulations.

The Contractor understands that the State 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, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor 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.

Mississippi Employment Protection Act

“Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and

warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Representation Regarding Gratuities

The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

Stop Work Order

Order to Stop Work. The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specific period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either cancel the stop work order, or terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the terms or delivery of services, or both, and the contract shall be modified in writing accordingly, if:

- the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Termination for Convenience Clause

The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

Termination for Default Clause

If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination for default, in whole or in part, the Agency, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

Authorization to Enter Contract

This contract has been made and interchangeably executed by parties authorized to enter into contracts on behalf of the cooperation or Agency in duplicate originals.

A handwritten signature in black ink, reading "Denise B. De Rossette". The signature is written in a cursive style with a large initial 'D' and 'R'.

Denise B. De Rossette, President
Cornerstone Consulting Group, Inc.

Krystal Cormack, Chair
Mississippi Charter School Authorizer Board

**Charter School Authorizer Board
Items Presented for Payment
July 10, 2017**

Travel		
	Board Travel - July Meeting	TBD

Contractual		
	Epicenter - Annual Invoice	\$ 5,000.00
	Cornerstone Consulting Invoice - June	TBD

Commodities

TOTAL		<u><u>\$ 5,000.00</u></u>
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