

CONTRACT FOR PROFESSIONAL SERVICES

This Contract, entered into as of this 1st day of November, 2021, by and between the Mississippi Office of the State Auditor, hereinafter referred to as the "OSA", and Glimpse K12, Inc., hereinafter referred to as the "Firm".

1. OSA desires to engage the Firm to render certain professional services described within this contract with respect to conducting a performance audit or similar analysis of three Mississippi School Districts, K-12 (Districts) to include Greenwood-Lefflore Consolidated School District, Kemper County School District, and South Pike School District.
2. The Firm shall receive as compensation as an independent contractor for the described services a fee not to exceed \$56,924.40, plus any amount authorized by a duly executed amendment mutually agreed upon by and between OSA and the Firm in writing. Any such amendment shall be construed and governed in accordance with the laws of the State of Mississippi. Said fee is fixed but is based on an average aggregate hourly staff rate of \$92.56 for each hour of work performed for services rendered pursuant to this contract. This contract is inclusive of the entirety of the Request for Proposals "RFP", the Firm's response to the RFP and the cost proposals and all elements therein.
3. Hourly fees should be inclusive of all administrative expenses (i.e., computer charges, copying, postage, and other expenses related to this engagement). No reimbursement for office space, equipment, or supplies shall be allowed (unless the supplies are directly related to approved contract elements, such as report generation, correspondence, etc.). However, OSA will make every effort to assist the Firm with obtaining workspace, including Wi-Fi access, if necessary, within the designated school districts or OSA Offices. OSA will compensate the Firm following the submission of an approvable invoice, with sufficient detail on a reimbursement basis. Invoices should be submitted for hourly on-going assistance on a monthly basis, in the month following the period in which the services were performed, and for assignments with deliverables upon completion of those work products.
4. The Firm shall be responsible for all travel expenses including, but not limited to, hotels/motels, meals, mileage, car rental along with any and all other travel related expenses, pursuant to the submitted cost proposal. The State of Mississippi requires the Firm to submit invoices electronically throughout the term of the agreement. Firm's invoices shall be submitted to OSA using the processes and procedures identified by the State. Payments by OSA using the Mississippi Accountability for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State, if applicable. These payments shall be deposited into the bank account of the Firm's choice. The State may, at its sole discretion, require the Firm to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The Firm understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

OSA will pay the Firm's invoices in accordance with the law related to timely payment for purchases by public bodies (Miss. Code Ann. Section 31-7-301, *et seq.*, Rev.1990), which

generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The final payment shall be made after completion and acceptance of the contracted services. In no instance will a payment be made in excess of the contract amount.

5. Scope of work:

- a. Analysis to determine whether spending led to the desired outcomes (i.e., whether the return on investment for spending on a program, service, or position justified the expenditure), and if it did not, how much was spent on the program or staff that failed to generate the desired outcome;
 - b. Analysis to determine whether money was spent on programs, materials, etc. that went unused or were underutilized, and if so, how much was spent;
 - c. Analysis to determine whether administrators' salaries are above industry norms or are beyond what was necessary to hire the needed talent, and if so, how much is being spent on those excessive salaries (note: this analysis might include a comparison of administrator salaries to other school districts in the state or region);
 - d. Analysis to determine whether the number of administrator, in total or as assigned to specific duties, is excessive in light of the size of the district, and how much is being spent on these excessive salaries;
 - e. Analysis to determine whether the district has paid for duplicate services or programs (e.g., multiple software licenses/vendors serving the same purpose) and how much the duplicate expenditures cost the district; and
 - f. Analysis to determine whether money was wasted on any of the following: excess plant operations or maintenance costs given the number of students in a district, excess travel or other spending on administrators or other employees, excess food costs, inefficient student transportation schemes, excess spending on technology given the needs of the district, or any other area the firm deems necessary to analyze that may require inefficient spending.
6. Any staff listed as part of the project team in response to the RFP will be the approved staff and will not be able to be reassigned without the written consent of OSA. Any replacements or reassignments shall have equivalent qualifications and be approved by OSA in writing. The Firm shall maintain complete, accurate personnel records in accord with State policies.

If the Firm utilizes subcontracting, the primary pool for those subcontracts will be qualified firms that have been submitted to OSA pursuant to the RFP.

The Firm agrees to maintain precise and accurate records of all expenditures and all matters related to this contract. The Firm must be willing to transfer any and all records related to such a project to OSA upon completion of the contract; and make such records available to the OSA for inspection, without notice, at any time during the term of the project.

The Firm's representatives will cooperate with OSA in the performance of all

contract services, including appearances before legislative bodies at reasonable times with prior notice.

7. This contract will become effective for the period beginning November 1, 2021, and ending on June 30, 2022, upon the approval and signature of the parties hereto. The Firm agrees that the final deliverable under this contract shall be submitted to OSA no later than June 30, 2022.
 - a. Termination for Cause. Upon the failure of either party to perform any obligation or observe any covenant required hereunder, the non-defaulting party shall have the right to send a written notice to the defaulting party specifying such failure and demanding cure within ten (10) days of receipt of such notice. If the defaulting party has not remedied such failure within the cure period, or has not made substantial progress toward remedying such failure within the cure period, then the non-defaulting party may terminate the contract immediately by sending a written notice of termination to the defaulting party. In the event of termination for cause by OSA, in addition to other remedies provided herein or available at law or in equity, the Firm shall bear all costs associated with the issuance of a new contract for audit services, including, but not limited to, the cost of reissuing another request for proposals and any additional costs resulting from an acceleration of services necessary for the timely completion of such auditing services.
 - b. In the event of termination, the Firm will be entitled to payment for services in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Firm covered by the contract, less payments previously made. In no instance, other than as specified in paragraph 2 will a payment be made in excess of the contract amount. All finished or unfinished tests, surveys, checklists, forms, manuals, reports or other material prepared by the Firm under this contract shall become the property of the OSA.
8. OSA or the Firm may, from time to time, request changes in the scope of services of the Firm to be performed thereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between OSA and the Firm, shall be included in written amendments to this contract signed by all parties prior to the work being performed.
9. The Firm shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this contract without the prior written consent of OSA. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. All obligations and duties of either party under this contract shall be binding on all successors in interest or assigns of such party.
10. The Firm shall comply, in all material respects, with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that

may affect the performance of services under this contract, and all applicable laws and regulations relating to discrimination based on age, race, creed, color, sex, and national origin or disability. OSA will assist the Firm in identifying the policies and procedures promulgated by the State of Mississippi or any agency or political subdivision thereof that impact the services.

12. The Firm agrees to indemnify, defend, and hold harmless OSA from and against all claims, demands, liabilities, damages and costs relating to services under this agreement that are attributable to or resulted from intentional, deliberate misconduct or actionable gross negligence of the Firm and/or its partners, principals, agents, employees or subcontractors in the performance of this contract.
13. This contract shall be construed and governed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of the State. The Firm shall comply with applicable federal, state, and local laws and regulations.
14. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby and each term and provision of the contract shall be valid and enforceable to the fullest extent permitted by law.
15. The Firm 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.
16. The Firm represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the "Mississippi Personal Service Contract Procurement Regulations."
17. The Firm certifies that the price submitted in response to the solicitation has been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to the price, the intention to submit a bid, or the methods or factors used to calculate the price bid.
18. The Firm certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or Agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in item b. of this certification; and
 - d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
19. The Firm shall, during the entire term of this contract, be construed to be an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

The Firm represents that it is qualified to perform the duties to be performed under this contract and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of OSA. Any person assigned by the Firm to perform the services hereunder shall be the employee of the Firm, who shall have the sole right to hire and discharge its employee.

The Firm shall pay when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.

Neither the Firm nor employees of the Firm are entitled to state retirement or leave benefits.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performance hereunder, and that any sum due and payable to the Firm shall be paid as a gross sum with no withholdings or deductions being made by the OSA for any purpose from said contract sum.

20. Failure of any party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of the contract.
21. The parties expressly understand that the fulfillment of the payment obligations of OSA under this agreement is conditioned upon the availability and receipt of State funds. In the event that funds are insufficient or otherwise unavailable to satisfy payments due under this agreement, OSA shall not be obligated to make such payments, and all further obligations of OSA and the Firm under this agreement shall cease immediately, without any penalty, cost, or expense to OSA or the Firm. In the event of such insufficiency or unavailability of funding, the OSA shall promptly notify the Firm in writing of such event. The Firm shall be entitled to payment for services in the amount determined under paragraph 7(b) or the amount of available funds, whichever is less.

22. The Firm represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the Firm's personnel provided hereunder, comprehensive general liability or professional liability insurance, and, where applicable, employee fidelity bond insurance.
23. This contract, including the attached RFP, the Firm Response to the RFP, and the Firm cost proposal, constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
24. The Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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 Agency replacing the E-Verify Program. Firm agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Firm 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. The Firm understands and agrees that any breach of these warranties may subject the Firm 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 the Firm 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, the Firm would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
25. In accordance with the Mississippi Accountability and Transparency Act of 2008, Section 27-104-151, et seq., of the Mississippi Code of 1972, as amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and Section 31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://merlin.state.ms.us>
26. The Firm agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle, if applicable. OSA 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.
27. Any notices required or authorized under this contract shall be delivered to the persons at the addresses designated in this paragraph. Each party may change the

person and address designated by delivering written notice to the other party. Any notice shall be effective when actually delivered to the designated address.

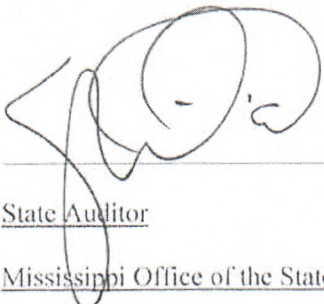
28. The Firm certifies and represents they shall not, at any time during the duration of the awarded contract or for one-year prior, have an accounting, auditing, or any other relationship with any entity covered under the contract that may impair the independence of the Firm. Further, the Firm certifies that it does not and did not hold any ownership interest in any entity that is eligible to receive funds through OSA or any vendors associated with OSA.

For the Firm: Adam Pearson
Glimpse K12, Inc.
4245 Balmoral Drive, Suite 103
Huntsville, AL 35801

For OSA: Shad White, State Auditor
Mississippi Office of the State Auditor
Woolfolk Building
501 North West Street, Suite 801
Jackson, MS 39201

In witness whereof this contract has been executed.

SIGNED: Thule Rount
TITLE: Executive
FIRM: Glimpse K12, Inc.
DATE: 11/2/2021

SIGNED: 
TITLE: State Auditor
FIRM: Mississippi Office of the State Auditor Office