

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of the 24th day of February, 2011, by and between JBHM Education Group, LLC, ("JBHM") and **Tupelo Public School District** ("School" or "School District"). JBHM and the School District may be collectively referred to herein as the "parties" or individually as a "party."

RECITALS

The School District desires to retain the services of JBHM for the purpose of providing educational consulting, training services, and materials, and desires to enter into an agreement with JBHM for the performance and provision of such services and materials.

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The School District shall retain JBHM as educational consultants, trainers, and service providers for the period beginning **March 1, 2011, through May 31, 2011** (the "Term"). This "term" may be modified or extended by mutual, written agreement of the parties.
2. **Scope of Services.** During the Term, JBHM shall perform the services described on Exhibit "A" attached hereto. Such services shall be performed in a competent and professional manner, and in compliance with the terms and specifications set forth in this Agreement.
3. **Fee.** The fee shall be **\$27,000**. JBHM will submit monthly invoices for services rendered and the School or School District will pay the invoices within 30 days of receipt of the invoice. To the extent the School District disputes the accuracy of any invoice or request for payment, the School District shall pay the undisputed balance promptly and as described in this paragraph, and will provide in writing and within 10 days of the refusal for payment the specific reasons that any invoice or invoice entry is disputed. The parties will work in good faith to resolve any billing or payment issues. JBHM reserves the right to add interest at an annual rate of 8% to any payments that become more than 60 days overdue. In the event the parties desire to extend the length of this Agreement, the "term" of the additional agreement and payment for this additional term are both material and must be agreed upon before any such extension occurs.
4. **Confidentiality and Proprietary Protection Agreement.** The School District acknowledges that JBHM will be providing it with proprietary materials and documents. The School District further acknowledges that JBHM has intellectual property rights in the proprietary materials, training aids, technology and other items JBHM uses in and for its educational consulting and training. All books, records, files, documents and any other information generated or provided to the School District by JBHM shall be used in connection with the educational purposes or mission of the School District, and shall not be used for any other purpose unless specifically authorized or allowed by JBHM. The School District acknowledges that any violation of this paragraph by the District or any improper use or distribution of any proprietary materials by the District constitutes cause for JBHM to obtain immediate injunctive relief to stop such violation or breach, and that the ability to obtain injunctive relief in such a situation does not limit in anyway JBHM's rights to seek other relief at law or in equity.
5. **Termination.** This Agreement shall be terminated upon the happening of any of the following events:
 - a. Upon mutual agreement, in writing, signed by the parties to this Agreement;
 - b. Upon refusal of prompt and timely payment by the School District; however, such refusal does not excuse or forgive payment for all amounts owed, nor does it waive or acquit JBHM's right to the remaining payments mentioned herein;
 - c. For material breach of performance of either party's obligations under this agreement; provided, however, that the party asserting breach shall give written notice of the alleged breach and the reasons therefore and shall provide 30 days notice and allowance for correction to the other party to cure the alleged breach; or
 - d. For failure of the School District to provide needed and requested materials that are required for JBHM to perform the services mentioned in Exhibit A attached hereto, or in this agreement.
 - e. Due to budgetary reductions: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the school district fails to receive expected federal, state, and local monies sufficient to provide for the continuation of the contract, the District must notify JBHM immediately, and the contract shall terminate. Upon termination of this agreement, JBHM shall be entitled to receive all earned and/or accrued compensation for any and all work performed by JBHM,

regardless of whether any money or funds are ever appropriated or provided from any government agency or entity to pay for the services of JBHM.

If a breach described in subparagraph (c) above occurs and the reasons therefore are cured within the thirty (30) day period, such event shall be deemed not to have occurred and this Agreement shall not be terminated for such reasons. In the event such reasons are not cured, this Agreement shall be terminated thirty (30) days from the date the notice of breach was provided. Upon termination of this Agreement, JBHM shall be entitled to receive the compensation accrued but unpaid as of the date of termination.

6. **Relationship Between the Parties.** The relationship of JBHM and the School is that of an independent contractor or consultant. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The School shall not have any claim under this Agreement or otherwise against JBHM for employee benefits of any kind, including but not limited to, health and accident insurance plans and retirement plans sponsored by JBHM for the benefit of its employees. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of the School, the parties hereby agree that both the School and JBHM shall have the right to participate in any discussion or negotiation occurring with such agency or agencies.
7. **Notice.** All notices, demands and requests which may or are required to be given by any party to another shall be in writing, and each shall be deemed to have been properly given when served personally on an individual party or on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, as follows:
If to JBHM:
Attn: Mrs. Staci Curry
JBHM Education Group, LLC
2525 Lakeward Drive, Suite 200
Jackson, Mississippi 39216
If to the District:
Tupelo Public School District
P. O. Box 557
Tupelo, Mississippi 38802
8. **School-Provided Information.** The School shall provide JBHM with any available and requested data access and student-level assessment information files. The School shall also provide JBHM with any requested student level test data, any achievement and growth reports, annual progress reports, and annual subgroup progress reports. JBHM will keep this information confidential and will not identify individual student identities when using this information.
9. **Governing Law.** This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance shall be governed by the laws of the State of Mississippi conflicts of laws principals notwithstanding.
10. **Assignability.** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their subsidiaries and affiliates, together with their successors and assigns. No party may assign or transfer its rights or obligations hereunder without the express written consent of all other parties.
11. At all times during and after the expiration of this Agreement, and for a one year period thereafter, the School or School District shall not:
 - a. Induce, advise, or counsel employees, contractors, representatives, or agents of the Company to leave the employ of the Company or its affiliates;
 - b. Otherwise interfere in any way with the relationship between the Company and its customers, employees, representatives, contractors, agents, licensees, or franchisees.
12. **Sole Source.** JBHM Education Group, LLC, is the sole source for the JBHM standards-based instructional (SBI) materials and coaching/mentoring as supported with the JBHM proprietary *School Performance Initiative* processes, resources, and tools. In addition, JBHM's products and services were developed utilizing research-based best practices.

Exhibit A - Scope of Services

Professional Development and Support for Tupelo Schools

Fees: \$27,000

JBHM Education Group specialists will provide eighteen (18) days of professional development and training support for instructional staff of Tupelo Public School District, beginning **March 2011 and completing all work by May 31, 2011**. Training activities may include the following:

- master scheduling development and training
- instructional support of the block schedule
- reading strategies for all content areas

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the School and JBHM as of the date first set forth above.

JBHM Education Group, LLC

BY: _____
Michael J. McGrevey, President

DATE: _____

Tupelo Public School District

BY: Frederick Hill

TITLE: Assistant Superintendent

DATE: 2/24/11

Purchase Order Number: _____