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**AGREEMENT TO PROVIDE  
PROFESSIONAL MANAGEMENT CONSULTING SERVICES**

**TO**

**FAYETTE COUNTY PUBLIC SCHOOLS**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of April 2015, and effective immediately by and between **Management Advisory Group International, Inc.** (hereinafter called the "Consultant") and Fayette County Public Schools (hereinafter called the "Client" ), **WITNESSETH THAT:**

**WHEREAS**, the Client is interested in obtaining professional human resource and management consulting services to assist in developing plans and programs that conform to Federal, State, and local requirements and that will be approved by their representatives,

**WHEREAS**, the Consultant is staffed with personnel knowledgeable and experienced in the development of human resource and management systems and

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The Client agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in the "Scope of Services" listed below.

2. **Scope of Services.** The Consultant shall do, perform and carry out in a good and professional manner human resource and management consulting services as may be requested by the Client, which may include, but are not limited to, the following:

The *Compensation and Classification Study* is to focus primarily on approximately 50 central office/administrative classifications and approximately 123 incumbents for compensation levels. The objective is to develop a credible Classification and Compensation Plan. **Included by reference herein is the Consultants Letter Proposal to the Client dated March 9, 2015, which details the proposed study timeline, work plan, and deliverables.**

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion and best carry out the purposes of the agreement. The project will commence within ten (10) days of notification to proceed and will be completed within a 120 day time period or as agreed to by the Consultant and the Client. It is expected that the time period will be approximately four months.

4. **Method of Payment.** Total cost of the proposed services is **\$44,850**. An initiation invoice of twenty percent (20%) will be requested. Monthly amounts will be invoiced as the work proceeds. Ten percent (10%) of the total contract amount shall be held back - payable upon successful completion of the project. Additional payments shall be due and payable in accordance with monthly invoices based upon work performed toward delivery of final reports and products as described herein.

5. **Compensation.** The Client agrees to pay the Consultant a sum as designated in item 4 above or, for services *not included* in the **Scope of Services**, at a rate of one hundred-fifty dollars (\$175.00) per professional hour expended and thirty-five dollars (\$45.00) per clerical hour expended, plus expenses. Any on-site requirements shall include directly related travel expenses and professional time.

6. **Changes.** The Client may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the Client.** The Client shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The Client shall cooperate with the Consultant in scheduling and carrying out the work herein.

8. **Rights to Terminate Contract.** The terms of this contract shall be in effect through December 2015. Either party shall have the right to terminate this agreement with or without cause, by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Consultant shall be entitled to compensation for services rendered and expenses incurred through the effective date of termination.

9. **Indemnification.** Subject to Section 10., Limitation of Liability, set forth herein, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client for any amounts (including reasonable attorney's fees) for which the Client shall become legally obligated to pay as damages for negligent acts, errors and/or omissions of the Consultant arising out of the Consultant's performance under this Agreement.

10. **Limitation of Liability.** The Client agrees that the Consultant's total aggregate of liability hereunder (whether contractual, statutory, tortious or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of professional fees actually paid under this Agreement. The Client further agrees that the Consultant shall not be liable to the Client for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against the Client by any other party, arising out of or in connection with the performance of services hereunder.

11. **Copyright, Trade Secrets and Security.** The Client acknowledges that certain report formats to be provided by the Consultant are copyrighted. However, in accordance with applicable "Public Records" laws, each file and all papers pertaining to any activities performed for or on behalf of the Schools are public records available for inspection by any person even if the file or paper resides in the Consultant's office or facility. The Client shall agree, to the extent permitted by law, to protect any information deemed a trade secret as that term is used within applicable statutes. Consultant asserts that its **Classification Manager®** software, Job Analysis Questionnaire (JAQ), methodology section of the proposal, and software development manuals and related documentation for the software are trade secrets and as such are not subject to disclosure. Consultant further represents that the copyrighted report formats constitute trade secrets of Consultant as the term "trade secrets" is defined in the appropriate Sections of the Federal Statutes. Consultant claims exemption from disclosure of the copyrighted materials as is provided under appropriate sections of the State's Public Records Act and Federal copyright laws.

12. **Information and Reports.** The Consultant shall, at such time and in such form as the Client may require, furnish such periodic reports concerning the status of the project as may be requested by the Client. The Consultant shall furnish the Client, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project.

13. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the personnel engaged in the work shall be fully qualified to perform such services.

**16. Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address noted below.

Management Advisory Group International, Inc.  
13580 Groupe Drive, Suite 200  
Woodbridge, Virginia 22192  
(703) 590-7250

**IN WITNESS WHEREOF**, the Client and the Consultant have executed this agreement as of the date first written above.

Management Advisory Group International, Inc.

CLIENT



By: \_\_\_\_\_

By: \_\_\_\_\_

Donald C. Long  
President  
Management Advisory Group International, Inc.  
13580 Groupe Drive, Suite 200  
Woodbridge, Virginia 22192

Print Name \_\_\_\_\_

Title \_\_\_\_\_