The information contained in "Section 3: Proposed Methodology and Approach" has been submitted in confidence and contains trade secrets and/or privileged or confidential information and such shall be disclosed only for evaluation purposes. If there are requests for the proposal response external to the Bibb County School District, LEAN Frog reserves the right to redact this information.

BIBB COUNTY SCHOOL DISTRICT

LEAN Frog Response to RFP #25-041 Organizational and Efficiency Study

LEANFROG CONSULTING SERVICES

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Dr. Elaine M. Wilson-Beverly
Executive Director of Procurement
Bibb County School District
4580 Cavalier Drive
Macon, GA 31220

RE: RFP #25-041 Organizational and Efficiency Study

Dear Dr. Wilson-Beverly,

On behalf of LEAN Frog, we are pleased to submit our proposal response to RFP #25-041 Organizational and Efficiency Study for Bibb County School District (BCSD.) As a trusted partner to public school districts, LEAN Frog has extensive experience in providing comprehensive, data-driven analyses tailored to enhance operational efficiency and alignment with strategic objectives.

We believe LEAN Frog is uniquely qualified to perform the requested work. Our extensive knowledge of K-12 education combined with our significant experience conducting organizational studies for school districts and state departments of education across the southeast positions us well for this project. Our approach integrates proven Lean Six Sigma methodologies with targeted benchmarking and performance assessments, leveraging our work with over 120 school systems across the southeastern United States. Our team's experience with analyzing organizational structures, staffing levels, and operational processes ensures we can meet the scope of work outlined in the RFP and deliver results that drive both fiscal responsibility and improved organizational performance.

Enclosed is a complete proposal that includes our relevant project experience, detailed methodology and timeline, project team member qualifications, references, proposed fees, and work samples. We appreciate the opportunity to assist BCSD in this critical study and look forward to the possibility of partnering to support operational excellence within the district.

For further information or clarification, please feel free to contact me directly at (256) 690-5145 or via email at byron@theleanleap.com.

Thank you for considering our proposal.

Sincerely,

Byron Headrick
President & Co-Founder
Office: (256) 690-5145
Cell: (256) 289-1693
Email: byron@theleanleap.com

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SECTION 1: EXECUTIVE SUMMARY

LEAN Frog is pleased to present this proposal to conduct a comprehensive Organizational and Efficiency Study for the Bibb County School District (BCSD). Navigating post-COVID enrollment declines and potential school consolidations, BCSD faces distinct operational challenges that necessitate strategic alignment of staffing, resource allocation, and operational efficiency. We are excited about the opportunity to partner with BCSD to support the district's efforts to enhance service delivery, increase financial efficiency, and ensure that all central office and support operations are effectively positioned to advance student success.

LEAN Frog has developed proprietary tools and unique applications of Lean Six Sigma (LSS) in public education that enable us to quickly assess the efficiency and effectiveness of academic, financial, and operational structures within school systems. Furthermore, we have significant experience conducting analyses with similar objectives and deliverables of the subject RFP for other public education entities. We understand that each school system is unique; however, our approach, our proprietary analysis tools, and our repository of best practices in public education allow us to work expeditiously. LEAN Frog's deep knowledge of public education and our positive customer relationships are an outstanding resource for insight. This provides us with an advantageous starting point for 1) assessing BCSD's organizational structure, staffing levels, and processes to meet current and future demands, and 2) making implementable recommendations to improve the efficiency and effectiveness of the district's organizational structure and non-instructional operations. We are confident in our ability to tailor our proven approach to meet the specific requirements of the BCSD RFP, offering solutions that drive both fiscal responsibility and improved organizational performance.

Our approach leverages LEAN Frog's proven methodology integrating Lean Six Sigma techniques with targeted benchmarking and performance assessments across four structured phases. These phases are listed below and outlined in detail in Section 3.

1. **Project Initiation and Planning:** A virtual kickoff meeting will establish project objectives, communication protocols, deliverables, and a comprehensive data request to provide the foundation for the analysis. An advance team onsite visit with BCSD leaders will identify core processes of each department.
2. **Data Collection and Stakeholder Engagement:** Using our proprietary Job Analysis Questionnaire (JAQ), structured interviews, and process walkthroughs, we will assess current processes and identify areas for improvement. A Process and Performance Management (PPM) Maturity Level Assessment™ will further evaluate operational efficiency.
3. **Benchmarking and Comparative Assessment:** We will deploy comprehensive benchmarking using internal performance data and peer comparisons to identify disparities in staffing, structure, and non-instructional department performance. This will provide insight into where BCSD can optimize resources, align with best practices, and improve service delivery.
4. **Final Recommendations, Cost Analysis, and Report Development:** The final report will outline actionable recommendations for structural realignment, workflow optimization, and

process improvements, including a comprehensive PPM Maturity Level Assessment™ tailored to each operational area.

Lean Six Sigma and Cost Efficiency

LEAN Frog's methodology is deeply rooted in Lean Six Sigma principles, focusing on waste elimination and process optimization to deliver high-quality, cost-effective services. Our extensive experience in K-12 systems, proprietary methodologies, and robust data analytics capabilities will provide BCSD with actionable insights that drive strategic decision-making and operational excellence.

Project Team and Relevant Experience

Our project team comprises experienced professionals with specialized expertise in Lean Six Sigma, operational analysis, and educational leadership. We have the depth of staff, experience, and expertise to conduct the organizational study effectively and expeditiously. Our team's collective experience encompasses over 120 successful K-12 projects across multiple states at both the LEA level and the State Department of Education level. These qualifications are a result of in-house expertise. Key personnel for the Organizational and Efficiency Study are listed below, and their profiles are included in Section 5.

- **Byron Headrick, Master Lean Six Sigma Black Belt, Principal Consultant:**
  - Co-Founder of LEAN Frog.
  - Developed LEAN Frog's proprietary frameworks, including the PPM Maturity Level Assessment™ and Organizational Change Readiness Assessment™.
  - Author of *Smarter Schools: Fix the Frustration, Cut the Chaos.*
  - Led major projects in Memphis-Shelby County Schools (TN), Mobile County Public Schools (AL), and Livingston Parish Public Schools (LA), focusing on organizational restructuring, cost savings, and operational efficiency.
- **Dr. Sherri Headrick, Lean Six Sigma Green Belt, Principal Consultant:**
  - Co-Founder of LEAN Frog.
  - 30+ years in operational assessments and Lean Six Sigma projects, including the Organizational Review of the Louisiana Department of Education Early Childhood Education Division, focusing on improved departmental alignment and operational efficiency (assisted by Chasitie White). Also, assisted in the Memphis-Shelby County Schools (TN) Nutrition Services Division Organizational Review and Re-organization.
- **Dr. Brandon Payne, Lean Six Sigma Black Belt, Principal Consultant:**
  - 25+ years in K-12 education, specializing in workflow optimization and data-driven process improvements.
  - Key projects include workflow analysis and staffing level analysis in Mobile County Public Schools (AL), East Baton Rouge Public Schools (LA), and the Tennessee Department of Education.

- **Chasitie White, Principal Consultant:**
  - Senior Professional in Human Resources (SPHR) with extensive experience in compensation analysis and HR process improvement.
  - Notable projects include compensation analysis, developing structured pay plans, and aligning roles with organizational goals for Baldwin County Schools (AL), Mobile County Public Schools (AL), and Lafourche Parish School District (LA).
- **Mary Marquart, Consultant**
  - 40+ years in public education as classroom teacher and district administrator in curriculum, assessment, and accountability roles.
  - Notable projects include consent order and strategic alignment support for Huntsville City Schools (AL) to meet U.S. Department of Justice requirements for equitable administration of district resources and facilitation of strategic plans and organizational alignment for 20+ school districts in Alabama, Louisiana, Mississippi, and Tennessee

LEAN Frog is uniquely positioned to support BCSD in achieving its operational goals through a comprehensive organizational and operational efficiency study that leverages our extensive experience in K-12 systems, proprietary methodologies, and a commitment to data-driven, actionable insights. Our proven track record in delivering impactful recommendations for organizational alignment, operational efficiency, and staffing optimization underscores our capacity to effectively guide BCSD through this critical study. We look forward to the opportunity to partner with BCSD, providing strategic insights that not only address current operational challenges but also position the district for long-term success.

SECTION 2: COMPANY PROFILE

Company Overview

Company Name	LEAN Frog Business Solutions, Inc.
Years in Business	16 years (since 2009)
Corporate Office Address	4920 Corporate Drive, Ste B; Huntsville, Alabama 35805
Georgia Registered Agent Address	900 Old Roswell Lakes Pkwy Suite 310 Roswell, GA 30076
Primary Point of Contact	Byron Headrick, President/Co-founder
POC Email	byron@theleanleap.com
POC Cell Phone Number	256-289-1693
Company Fax Number	256-434-5239
Company Phone Number	256-690-5145
Website	K-12 Education Consulting Services - LEAN Frog Consulting (www.theleanleap.com))

LEAN Frog Business Solutions, Inc. dba LEAN Frog, is an S- Corporation that uses Lean Six Sigma thinking, systems, and tools to help our clients maximize resources to improve stakeholder service delivery. LEAN Frog was founded by husband and wife team Byron and Sherri Headrick in Huntsville, Alabama in February 2009 and incorporated in January 2012. Growing from a sole proprietorship to a corporation, we have built a team of highly skilled professionals from education and from industry to allow cross-pollination of best practices to help serve our public education clients. Our small business is comprised of principal consultants (5), consultants (3), data analysts (2), and a technician (1).

LEAN Frog is proud to have been previously certified as a Disadvantaged Business Enterprise (DBE) by the Mobile Area Water and Sewer System (MAWSS) and upon that certification to have been certified as a Small Business Enterprise (SBE) by the Los Angeles Unified School District. MAWSS no longer (re)certifies businesses. LEAN Frog was originally certified in July 2017. We still meet all ownership requirements to qualify as a DBE through MAWSS. Additionally, we still meet the U.S. Business Administration's Small Business Standards to certify as an SBE by the Los Angeles Unified School District (originally certified in August 2018).

Focused primarily with PK-12 public education, LEAN Frog has partnered with public school districts and other public sector clients to improve constructive collaboration, accountability, workflow, and resource alignment. Our dedicated project team members have collaborated with nearly 120 school districts across the Southeast. These districts range from some of the largest in the country, such as Memphis-Shelby County Schools in Memphis, Tennessee, to smaller rural districts like St. Helena Parish School District in Greensburg, Louisiana. We have worked extensively with a diverse array of school districts, including those situated in rural, urban, and suburban areas, as well as those that are newly formed, merged, or split. Moreover, we have experience assisting districts operating under desegregation consent orders, as well as those with equitable programs and resources. Our expertise extends to districts led by elected and/or appointed superintendents and board members, or a combination thereof. Furthermore, we have engaged with school districts possessing a wide range of local, state, and federal funding support.

LEAN Frog team members work with clients in the roles of facilitator (clarify and prioritize client issues through consensus), educator (identify alternatives and assist clients to make educated decisions), and partner (collaborate with clients to ensure on-going program effectiveness). Our collaborative philosophy is validated by the fact that many of our clients are repeat customers who refer us to others.

Compliance Affirmations

LEAN Frog will provide evidence of required insurance requirements prior to commencement of work (i.e., we will provide appropriation Certificates of Insurance at the levels outlined in the RFP).

LEAN Frog team agrees to pay for the fingerprinting and clearance of team members who will work onsite at BCSD at the cost of $50.00 per individual as stated in the Contract Agreement.

We have included the Certificate of Authority from the Georgia Secretary of State documenting LEAN Frog's authority to transact business in the state of Georgia.

We have completed the Contract Agreement in its entirety (except for information to be determined such as board meeting dates) and have submitted with our bid.

Relevant Experience with K-12 Public School Districts

LEAN Frog has extensive experience delivering comprehensive organizational reviews and efficiency studies for K-12 public school systems across the Southeast. Our work includes analyzing how effectively central office and support services operate, examining staffing patterns and resource allocation across departments such as Human Resources, Finance, Technology, Facilities, and Transportation, and identifying opportunities to streamline leadership structures, improve coordination, and enhance overall operational performance. We specialize in providing actionable recommendations that strengthen service delivery, clarify roles and reporting relationships, and support strategic decision-making. As part of our organizational reviews, we routinely evaluate the financial efficiency and effectiveness of district operations, examining how resources are used in relation to service outcomes. Our deliverables often include cost projections, estimated savings, and fiscal impact scenarios that help districts make informed decisions about staffing, restructuring, and resource reallocation. This focus on data-informed financial analysis ensures that our recommendations are not only operationally sound but also fiscally responsible and aligned with district priorities.

The structured approach outlined in our methodology (*See Section 3: Proposed Methodology and Approach*) is not only a proven framework for conducting comprehensive organizational studies but also a reflection of the successful strategies and processes we have employed in previous engagements. By integrating Lean Six Sigma principles with targeted data analysis, stakeholder engagement, and benchmarking, LEAN Frog has consistently delivered impactful results to K-12 school systems across the southeastern United States. The summaries that follow begin with full descriptions of selected client engagements most comparable in scope, district size, and demographics, followed by brief overviews of additional relevant projects. These examples are provided to demonstrate the depth and breadth of our work focused on improving district-level operations, organizational structure, support service effectiveness, financial stewardship, and represent only a portion of our overall experience in this area.

Full Summaries

Baldwin County Public Schools, (Bay Minette, AL)
Students: 30,668 • **Schools**: 41
Project: Organizational Structure Review and Compensation Study

Project Description
LEAN Frog conducted a two-phase engagement with Baldwin County Public Schools to evaluate and

improve the district's organizational structure and compensation systems. This initiative supported Baldwin's efforts to align staffing, compensation, and operational functions with its rapid population growth, strategic goals, and resource allocation needs. (The summary below focuses on the Organizational Review)

Work Performed

- Conducted a comprehensive review of central office departments, including administration, curriculum, operations, finance, HR, special services, and technology analyzing leadership structure, job duties, span of control, and functional alignment.
- Collected and analyzed over 200 job descriptions and job analysis questionnaires (JAQs) to evaluate role clarity, supervisory alignment, and job content accuracy
- Interviewed district leaders and staff across multiple departments to assess internal coordination, workload distribution, and departmental structure
- Benchmarked Baldwin County against peer district at the state, regional, and national level to assess organizational scale, staffing ratios, per pupil spending, structural norms, and departmental efficiency
- Assessed span of control and identified reporting inefficiencies, including nine direct reports to the Superintendent at varying organizational levels
- Identified inconsistencies in job titles, duplicated roles, and variation is schedule structures and pay step progressio

Strategic Insights

- The central office exhibited role duplication and fragmented responsibilities, particularly within Curriculum, Special Services, Technology, and Facilities
- Overlapping supervisory lines and inconsistent job titling undermined accountability and clarity in operations
- Staff growth had not kept pace with student enrollment increases, leading to overextended leadership spans and misaligned workload distribution

Recommendations & Deliverables

- Developed a proposed organizational restructuring plan with streamlined reporting lines and realigned leadership roles
- Recommended centralization of key support functions to improve service delivery and reduce administrative burden at the school level
- Delivered a revised job classification system with standard job titling conventions and updated role definitions

Outcomes

- Provided an actionable framework to realign staffing structures, enhance leadership oversight, and standardize job documentation and compensation practices.
- Supported long-term scalability by recommending adaptable systems and structures aligned with enrollment growth and peer district benchmarks.

East Baton Rouge Parish School System (Baton Rouge, LA)
Students: 40,287 • **Schools**: 86
Project: Comprehensive Organizational and Process Review

Project Description
LEAN Frog conducted a comprehensive Organizational and Operations Review for the East Baton Rouge Parish School System (EBRPSS), the second-largest school district in Louisiana. This project aimed to improve operational and organizational efficiency and effectiveness across all central office functions and select departmental areas. The engagement involved an in-depth assessment of the school system's management structure, resource allocation, and internal operations, with the goal of identifying opportunities to enhance service delivery, reduce costs, and realign support systems with strategic instructional goals.

Work Performed
- Conducted an Organizational Review of all central office departments, along with comparative performance analysis of key non-instructional functions (Facilities & Maintenance, Nutrition, Transportation)
- Completed a Detailed Process Review focused on Human Resources, Technology, and Business Operations
- Identified critical inefficiencies in timekeeping, payroll, procurement, and substitute staffing processes
- Analyzed span of control and staffing patterns revealing excessive managerial layering and fragmented reporting structures
- Benchmarked performance using peer comparisons (local, regional, state, and national), highlighting above-average costs in maintenance, utility usage, and software redundancy
- Evaluated digital infrastructure and recommended system-wide document management, technology optimization, and operational dashboards
- Recommended transitioning to a matrix organizational model to enhance vertical and horizontal alignment and reduce siloed operations
- Reviewed over 20 central office locations and proposed virtual work guidelines to reduce travel and improve cross-functional collaboration

Strategic Insights
- The existing functional organizational model limited strategic coordination and inhibited cross-departmental collaboration
- Excessive use of paper-based systems and siloed software applications increased costs and limited visibility across departments
- The school system's strategic plan lacked measurable key performance indicators and had not been updated regularly
- Energy costs and M&O expenses were well above peer benchmarks, with utility cost per square foot and maintenance costs exceeding top-quartile ranges

Recommendations & Deliverables

- Delivered a restructured leadership model reducing span of control and clarifying supervisory alignment across central office functions. Supplied tools and decision-making frameworks to guide implementation of structural and staffing changes
- Developed organizational charts to support reorganization efforts and succession planning
- Created revised job descriptions and standardized titling frameworks to address inconsistencies and improve role clarity
- Provided department-specific improvement plans targeting operational maturity, efficiency, and collaboration
- Completed financial modeling estimating cost savings from position reallocation, supervisory consolidation, and vacancy management
- Identified opportunities for improved oversight and accountability within support service departments, including Facilities, Child Welfare & Attendance, and Transportation

Outcomes

- Identified implemented cost savings of $1.2 million and an additional $5.7 in net revenue and cost savings over 3-5 years with academic and operational recommendations
- Delivered strategic, operational, and technological recommendations to support long-term sustainability
- Equipped EBRPSS leadership with detailed implementation roadmaps and performance monitoring tools to guide change

Lafourche Parish School District (Thibodaux, LA)

Students: 13,562 • **Schools**: 31
Project: Organizational Structure Review

Project Description

LEAN Frog conducted a comprehensive organizational structure review for Lafourche Parish Schools to evaluate departmental alignment, leadership structure, and workforce planning. The work was part of a competitively awarded RFP titled "Organizational Structure and Compensation Study," which also included a districtwide compensation study (covering all positions and extracurricular/co-curricular supplements) and the standardization and development of job descriptions. The review aimed to deliver actionable recommendations to improve collaboration, streamline oversight, and align the district's structure with strategic priorities.

Work Performed

- Reviewed over 200 job descriptions and self-report Job Analysis Questionnaires to assess role scope, supervisory alignment, and job content accuracy
- Identified inconsistencies in reporting structures, job codes, qualification requirements, and formatting; developed recommendations to improve standardization and clarity
- Conducted interviews and process walkthroughs with department leaders to gather insights into workflows, cross-functional collaboration, and service delivery effectiveness

- Performed comparative analysis with nine Louisiana peer districts and several high-performing regional school systems to benchmark leadership span of control, student outcomes, staffing allocations, operational expenditures, and efficiency metrics
- Deployed Process and Performance Management (PPM) Maturity Level Assessment™ evaluating operational maturity of academic and operational support departments (Special Education, Curriculum & Assessment, Federal Programs, Finance, Human Resources, Facilities & Maintenance, Technology, Child Nutrition Services, Transportation, and Child Welfare & Attendance)

Strategic Insights

- Identified superintendent span of control issues
- Over 50% of Central Office personnel retirement-eligible within five years with critical vulnerabilities in Federal Programs (73%), Special Education (61%), and Child Nutrition Services (67%).
- Absence of centralized oversight for Student Wellness and Mental Health, Family & Community Engagement, and Social-Emotional Learning (SEL) initiatives
- Special Education focus on compliance rather than instructional impact

Recommendations & Deliverables

- A redesigned leadership structure centered around a new Chief Academic Officer (CAO) role, consolidation of oversight functions, and realignment of Special Education services to better balance compliance and instructional impact.
- Job classification improvements, including standardization of secretarial and clerical roles, and development of a job description management system under HR.
- Strategic organizational charts and titling frameworks for phased implementation.
- Tailored recommendations to enhance interdepartmental collaboration, leadership development, and service delivery.

Outcomes

- Produced an actionable organizational roadmap aligned with the district's strategic plan.
- Provided targeted leadership restructuring strategies to improve instructional coherence and operational accountability.
- Developed role-specific recommendations to address workload inequities and optimize workforce deployment.
- Equipped the district with succession planning tools to mitigate leadership attrition risks.
- Delivered process maturity insights and improvement plans to elevate departmental performance across core support functions.

Livingston Parish Public Schools (Livingston, LA)

Students: 26,986 • **Schools**: 44

Project: Organizational Structure and Compensation Study

Project Description

LEAN Frog conducted a districtwide organizational analysis to improve structural effectiveness and identify cost-saving measures that could be implemented to support systemwide salary increases. Awarded through a competitive RFP, the project addressed leadership alignment, departmental redundancies, span of control issues, and inefficient processes. It also included a full compensation study and the development of standardized job descriptions, with recommendations focused on streamlining operations, reducing waste, and reallocating resources to maximize impact. (The summary below focuses on the Organizational Review)

Work Performed

- Analyzed span of control, workload distribution, and role alignment across instructional and operational leadership positions
- Reviewed organizational charts, job descriptions, and self-reported Job Analysis Questionnaires (JAQs) through interviews and process walkthroughs with district staff
- Assessed retirement eligibility for more than 3,800 employees, revealing that 16% of all staff, including 43% of leadership and 35% of principals, would be eligible to retire within two years
- Evaluated historical overtime trends and staffing utilization to identify opportunities to reduce excessive workloads in departments such as Maintenance, Transportation, Technology, and HR/Payroll
- Benchmarked functional areas against peer Louisiana districts and high-performing systems to identify structural inefficiencies and validate redesign opportunities
- Assessed operational performance metrics, including maintenance workload (130,926 sq. ft. per technician), technology staffing (device-to-staff ratio of 2,520:1), and transportation costs, which exceeded regional benchmarks
- Conducted customer service and operational effectiveness surveys with 93 school administrators to assess satisfaction with custodial, maintenance, and groundskeeping services
- Identified that Assistant Superintendents had 30+ direct reports, far exceeding the 3–4 direct reports typical in peer systems, signaling significant span of control and leadership distribution concerns

Strategic Insights

- LPPS operated with strong fiscal discipline and high academic performance, yet had structural inefficiencies in leadership organization and staffing allocations
- High overtime and additional pay trends (29.5% increase over five years), particularly in maintenance, HR, and transportation, indicated misaligned workloads
- Technology investments were low compared to peer districts, with limited infrastructure, fragmented systems, and inadequate planning coordination between academics and IT.
- Delayed maintenance and transportation services, coupled with an aging workforce, signaled capacity issues and operational strain.
- Inconsistent grant allocation, attendance tracking, and nutrition program access revealed equity gaps in funding and service delivery.

Recommendations & Deliverables

- Delivered executive leadership restructuring plans to improve oversight and clarify reporting relationships
- Developed staffing guidance models based on square footage and student ratios for custodial, maintenance, and support services
- Proposed improvements to transportation efficiency, workers' comp case management, and facilities performance tracking
- Recommended expanded use of KPIs and integration of data systems across Finance, HR, and Operations
- Created cost-saving strategies for software and procurement through centralized planning and vendor coordination
- Outlined expanded alternative breakfast models and grant management practices to enhance participation and maximize available funding
- Provided fiscal impact estimates and implementation roadmaps to support change sequencing and stakeholder engagement

Outcomes

- Identified $1.8 to $2.9 million in potential annual savings and new revenue
- Equipped the district with tools to realign leadership structures, improve operational coordination, and reduce inefficiencies
- Positioned district to reinvest savings into staff compensation and strategic academic priorities
- Supported long-term sustainability through staffing models, process improvements, and system-wide alignment

Mobile County Public Schools (Mobile, AL)

Students: 48,523 • **Schools**: 87

Project: Organizational Review and Staffing Assessment

Project Description

LEAN Frog conducted a multi-phase, system-wide organizational review and staffing assessment for Mobile County Public Schools (MCPSS), the largest district in Alabama. The multi-year engagement was initiated to evaluate the efficiency, effectiveness, and organizational structure of Central Office functions and to support the development of sustainable staffing models and job expectations. The project included assessments of academic and operational divisions, reviews of technology use in instruction, and improvements to position control and job description management. It also addressed cross-functional strategies linking finance, technology, and academics.

Work Performed

- Conducted division-level reviews of Operations, Human Resources, Finance, Technology, and Nutrition Services through process walkthroughs, staff interviews, and peer comparisons
- Mapped core business processes across departments and identified inefficiencies, bottlenecks, and service delivery gaps

- Reviewed performance measures and staffing levels across divisions, including span of control analysis and capacity assessments
- Conducted stakeholder surveys regarding departmental performance and customer satisfaction
- Led a Finance and Technology integrated systems review to assess workflow and data sharing across procurement, payroll, accounts payable, warehouse, and IT services
- Performed a SWOT analysis and strategic planning facilitation to align Academic Affairs and IT priorities and develop an integrated digital learning strategy
- Developed new or revised job descriptions for reorganized roles and provided training to HR staff on future maintenance and updates
- Created standardized staffing models and assessed the district's use of Position Control, identifying gaps and outlining improvements for personnel budgeting and hiring oversight

Strategic Insights

- Identified fragmentation in workflow and data systems between Finance and Technology, leading to inefficiencies in planning, purchasing, and asset management
- Found opportunities to improve customer service and turnaround time in Operations and HR by automating legacy paper-based processes
- Uncovered a lack of alignment between Academic and IT strategies that inhibited classroom technology integration
- Revealed the need for sustainable, data-driven staffing models and better position control practices across all divisions

Recommendations & Deliverables

- Development of an overall system staffing model, with defined job duties, reporting structures, and division-level allocation strategies
- Organizational restructuring plans for Operations, IT, and Nutrition Services, including custodial work method standardization
- Guidelines for technology purchasing and workflow enhancements; IT asset request process automation
- Implementation roadmaps for workflow improvement, system input tracking, and financial impact assessment of purchases
- Finalized digital vision strategy for MCPSS integrating instruction and infrastructure
- Training and toolkits for Human Resources to maintain job descriptions and manage role changes
- Final reports and implementation guidance for all major functional areas assessed

Outcomes

- Achieved over $2 million in annual hard cost savings through operational improvements
- Reduced average work order completion time from 30 to 12 days
- Automated 92% of HR paper processes, eliminating overtime and reducing departmental headcount through attrition
- Eliminated $165,000 in annual software costs through system consolidation

- Improved alignment between instructional and technology initiatives, supporting long-term academic goals

Additional Engagements

Collierville Schools (TN)
Conducted a district-wide central office review, using job analysis and peer benchmarking to assess leadership structure and departmental efficiency. Key recommendations included restructuring executive leadership titles to reduce redundancy, formalizing succession planning, strengthening process documentation, and improving efficiency in Child Nutrition operations using Meals Per Labor Hour (MPLH) metrics.

Fort Smith Public Schools (AR)
Supported school reconfiguration planning by assessing Athletics and Extracurricular Activities' current program offerings, analyzing staffing models, and gathering input through stakeholder surveys. Developed cost options for each reconfiguration scenario to guide future structure, staffing, and facility use decisions.

Huntsville City Schools (AL)
Conducted a multi-year, district-wide organizational review across all major non-instructional departments, including Operations, Human Resources, Finance, Nutrition, Special Education, and Student Services. Implemented recommendations included restructuring multiple departments, creating a safety department, automating key HR and student services processes, optimizing bus routing, standardizing custodial and maintenance practices, and improving asset and cash management systems. These improvements enhanced operational efficiency, strengthened accountability, and generated over $27 million in hard cost savings.

Louisiana Department of Education – Office of Early Childhood Education (Baton Rouge)
conducted an organizational review to streamline leadership, clarify roles, and improve efficiency across key early childhood functions. The project included analysis of over 140 job roles and benchmarking against six other states, resulting in a consolidated leadership model and a phased implementation plan to strengthen coordination and support statewide kindergarten readiness efforts.

Memphis-Shelby County Schools (TN)
Conducted a multi-phase organizational review and reorganization planning effort for the Nutrition Services Division assessing operations across warehousing, procurement, and menu planning. Deliverables included a phased roadmap for operational modernization, future-state models for software and inventory management, and a district-wide communication strategy to support transformation and rebuild stakeholder trust.

Macon County Schools (Tuskegee, AL)
Conducted a full organizational review of central office departments and school front office operations in response to declining enrollment and underutilized facilities. Recommendations

included creating an Executive Director of Instruction position to elevate academic outcomes and adding 0.5 FTE in Human Resources to improve certified teacher hiring—both changes designed to be budget-neutral through staffing reductions achieved via natural attrition. The review also identified opportunities to streamline reporting, optimize staffing, and improve efficiency across Child Nutrition, Operations, HR, and Finance.

Phenix City Schools (AL)
Conducted a district-wide organizational review to address operational inefficiencies chronic absenteeism, and declining performance metrics. The review identified root causes such as limited control over resource investments and the absence of performance management practices across non-instructional departments. Recommendations included shifting to a program-based structure to align service delivery, improve leadership span of control, and reduce silos, along with implementing KPIs to support long-term accountability and resource optimization.

St. Landry Parish Schools (LA)
Conducted an organizational review of central office operations to improve alignment, accountability, and support services, particularly Child Welfare and Attendance. The project included analysis of job roles, reporting structures, and benchmarking, along with a review of truancy processes involving court referrals and attendance recognition. Recommendations focused on clarifying responsibilities and strengthening performance management across non-instructional departments.

Tuscaloosa City Schools (AL)
Conducted a high-level organizational review of central office operations to improve alignment with district strategic goals. The project included analysis of job duties from over 60 staff, interviews with leadership, and comparisons with peer districts. Recommendations addressed role clarity, span of control, and reporting structures, resulting in a phased plan to restructure executive leadership, streamline departments, standardize job classifications, and support compensation equity across educational and non-educational role.

Tennessee Department of Education (Nashville)
Conducted a statewide operational assessment for the Tennessee Department of Education's Special and State Schools to evaluate back-office functions and improve organizational and process efficiency across four specialized schools. The project evaluated key business functions—including budgeting, procurement, and financial controls—with a focus on workflow efficiency, policy compliance, and ERP system utilization. It identified fragmented roles and manual processes that created inefficiencies, leading to recommendations for standardizing operations, automating systems, and exploring structural changes such as service centralization and ERP realignment.

Our value-add services have achieved the numerous positive outcomes for our clients including the following:

1. Optimized organizational structures to enhance alignment with strategic goals, foster greater staff engagement, and improve communication and accountability channels.
2. Identified significant cost-saving opportunities through process improvements, workload realignment, and elimination of redundancies, allowing districts to reallocate resources more effectively.
3. Developed actionable implementation plans with timelines, responsible parties, and projected fiscal impacts to support effective decision-making and long-term success.
4. Established efficient procedures, policies, and technology integration to improve day-to-day efficiency and support internal capacity building. These include but are not limited to job description templates, staffing guidelines, and recommended key performance indicators (KPIs) for non-instructional departments.

SECTION 3: PROPOSED METHODOLOGY AND APPROACH

LEAN Frog's approach to conducting the Organizational and Operational Efficiency Study for BCSD is designed to provide a comprehensive, data-driven analysis while aligning with the district's strategic priorities, operational goals, and objectives for improving financial efficiency, maximizing cost-effectiveness, and ensuring the optimal use of resources. The methodology integrates Lean Six Sigma techniques with targeted benchmarking, performance, and financial assessments, structured into four distinct phases:

Phase 1: Project Initiation and Planning

The project will begin with a virtual kickoff meeting to confirm project objectives, establish communication protocols, identify dates and times for project status update meetings, and designate key points of contact within BCSD. This session will serve to clarify the project scope, confirm deliverables, define a proposed project schedule, and answer any questions that district leadership may have. Typically, this meeting is attended by the Superintendent/Deputy Superintendent or designee, Chief Financial Officer, and Human Resource Director or similar roles. Others may be included at the desecration of the Deputy Superintendent/Superintendent. As a standard practice, we refer to this group as the Project Steering Team. Following the kickoff, LEAN Frog will provide a detailed data request that includes items such as existing organizational charts, job descriptions, financial data, and relevant operational metrics. This comprehensive data set will serve as the foundation for the initial analysis. Following the kickoff meeting, and at the Deputy Superintendent's discretion, LEAN Frog will also host a virtual launch session for all functional leaders to ensure they fully understand the project work plan and have an opportunity to ask questions. After this session, we typically provide leaders with talking points to help them clearly communicate the project's purpose and next steps to their teams.

Upon receipt of data, the project team will conduct a preliminary analysis to identify potential data gaps, items needing clarity, and areas for review across all operational areas. After this preliminary analysis is completed, we will conduct an onsite Advance Team visit. Over a two to three day period, two consultants will meet with BCSD functional leaders to review provided information, seek clarity,

and define core processes within the function. The preliminary data review and advance team visit will inform the development of a detailed assessment plan, interview guides and define process walkthroughs to be conducted, ensuring targeted data collection aligned with the study's objectives.

LEAN Frog will provide periodic status updates, as determined during the kickoff meeting with the Project Steering Team. These updates will include, but are not limited to completed actions, identified risks or roadblocks, proposed actions to address and mitigate those issues, and upcoming tasks to be completed.

Phase 2: Data Collection and Stakeholder Engagement

During this phase, we will analyze current organizational structure, communication channels, and performance management systems. This review will allow us to identify organizational wastes and issues such as work redundancies, staffing imbalances, staffing under/overages, too narrow or too wide span of control, unclear accountability, and gaps in current roles and responsibilities creating inefficiencies.

To gain a nuanced understanding of operational processes, LEAN Frog will deploy its proprietary Job Analysis Questionnaire (JAQ). This instrument systematically collects data on job roles, responsibilities, and functional alignment across the district. The JAQ will be disseminated electronically and will assess reporting relationships, scope of responsibilities, communication requirements, and resource management.

Following data collection, the project team will engage with key stakeholders through structured interviews and process walkthroughs. These sessions will focus on identifying core processes within each operational function, mapping workflows, and assessing alignment with strategic objectives. Emphasis will be placed on identifying potential areas of inefficiency, communication breakdowns, and service delivery gaps.

A critical component of this phase is our Process and Performance Management (PPM) Maturity Level Assessment™. This proprietary framework assesses processes across five dimensions:

- Process Definition and Standardization
- Performance Metrics and Monitoring
- Communication and Reporting Structures
- Technology Integration and Automation
- Continuous Improvement and Adaptability

Each operational area will be evaluated against these criteria to establish a current PPM level, ranging from Level 1 (Ad Hoc) to Level 5 (Optimized). Recommendations for elevating each area's maturity level will be tailored to align with best practices and strategic objectives.

Phase 3: Benchmarking and Comparative Analysis

This phase focuses on evaluating organizational effectiveness and operational efficiency. LEAN Frog will use both internal metrics (BCS year over year performance and alignment with student enrollment and academic performance) and peer benchmarking to conduct this assessment. Our benchmarking approach will be multi-tiered (size-based peers, high-performing state peers, requested state peers, regional peers, and national peers) to provide a comprehensive view of BCSD's academic and operational standing. Each set of comparative peers will be selected to best match the attributes of BCSD in relation to the metric being compared. In collaboration with district leadership, we will identify peer districts with comparable enrollment, financial characteristics, student needs, and community context to benchmark BCSD's organizational structure and reporting relationships.

The performance review of non-instructional areas will involve benchmarking against regional and national peers. We will utilize LEAN Frog's proprietary database, which contains data from over 155 school districts in the southeastern U.S., to provide regional benchmarks. National data will be sourced from reputable organizations such as the National Council for Great City Schools to contextualize best practices, emerging trends, and performance standards. Examples of non-instructional performance metrics include but are not limited to the following:

- Finance: accounts payable processing times, procurement efficiency and effectiveness measures, budget variance analysis, and cash flow management accuracy
- Facilities and Maintenance: work order response times, square footage per custodian, cost measures
- Human Resources: employee turnover rates, investigations per district staff member, staff ratios per HR support
- Safety and Security: incident response times, staff-to security personnel ratios, facility compliance rates
- School Nutrition Services: meals served per staff member, participation levels
- Technology: devices per technician, response times
- Transportation: route efficiency measures, bus utilization rates

Through comparative analysis, we will identify disparities between BCSD and the benchmark districts, focusing on areas where operational practices or staffing levels may be optimized. The insights gained from this benchmarking will guide our recommendations for staffing optimization and operational efficiency.

Once an understanding of the organizational opportunities is determined, we will review the operational activities across the district along with existing applicable policies and procedures to identify opportunities to eliminate wasteful practices, reduce variation and increase value-add services.

Phase 4: Final Recommendations, Cost Analysis, and Report Development

The final phase will culminate in the development of a comprehensive report, structured to present findings in a clear, implementable roadmap for organizational and operational improvement. The report will include an executive summary, detailed analysis of organizational structure and staffing, current and proposed organizational charts, comparative analysis with benchmark districts, detailed findings by department, and improvement recommendations delineated by type of implementation required (detailed instructions and explanations for successful implementation vs. other opportunities for improvement) and phases and timeframe for implementation. Recommendations will focus on identifying potential process improvements, structural realignments, and workflow optimization strategies.

A Process and Performance Management (PPM) Maturity Level Assessment™ will be included, with specific recommendations to elevate each operational area's PPM level. Additionally, a structured implementation plan will outline actionable steps, timelines, and responsible parties for each recommendation. Each recommendation will be supported with cost or savings estimates where applicable, helping district leaders prioritize initiatives and understand potential trade-offs.

LEAN Frog will conduct a review meeting with BCSD leadership to present key findings and obtain feedback prior to finalizing the report. During the review meeting, we will work collaboratively with leadership to identify which improvement opportunities are most feasible and aligned with BCSD's priorities. Based on this input, we will translate those opportunities into implementable recommendations that include projected cost impacts (e.g., potential for cost savings or to generate additional revenues) to support informed decision-making. An executive summary presentation will also be prepared for the BCSD Board of Education to highlight strategic recommendations and proposed implementation plans. The LEAN Frog Project Manager for the Organizational and Efficiency Study will present to the board and answer questions related to the project.

This four-phase methodology ensures that our work is comprehensive, data-driven, and fully aligned with the scope and deliverables outlined in the BCSD RFP. From initial planning through final reporting, each phase is designed to reveal structural improvements that enhance coordination and effectiveness, identify opportunities for greater efficiency, and support fiscally responsible decision-making. By engaging BCSD stakeholders throughout the process and providing clear cost impact analysis, implementation guidance, and benchmarking perspectives, LEAN Frog will equip district leadership with the tools and strategies needed to strengthen organizational performance, optimize support services, and achieve long-term operational improvements.

SECTION 4: PROJECT TIMELINE

Timeline and Project Phases

The Organizational and Operational Efficiency Study is structured to be completed within a timeframe of five to seven months, adhering to a phased approach that ensures comprehensive

data collection, analysis, and reporting. The proposed timeline is outlined below. Please note the timeline can be reduced or expanded to meet the needs of BCSD.

- **Phase 1: Project Initiation and Planning (Weeks 1-8)**
  - Conduct virtual kickoff meeting to confirm project objectives, communication protocols, and key points of contact. Identify mutually agreed upon times for project status update meetings. Schedule Advance Team onsite visit.
  - Optional: Conduct virtual leader launch meeting.
  - Deliver detailed data request list, including organizational charts, job descriptions, compensation structures, financial data, and operational metrics.
  - Conduct Advance Team onsite visit
  - Perform preliminary analysis to identify gaps, redundancies, and inefficiencies across operational areas.
  - Develop interview guides and process walkthrough plans.
- **Phase 2: Data Collection and Stakeholder Engagement (Weeks 8-16)**
  - Disseminate Job Analysis Questionnaire (JAQ) to key stakeholders to gather data on job roles, responsibilities, and functional alignment.
  - Conduct structured interviews for clarity
  - Conduct onsite process walkthroughs to document current workflows and identify process inefficiencies and service delivery gaps.
  - Complete Process and Performance Management (PPM) Maturity Level Assessment™ across operational areas, focusing on process standardization, performance metrics, communication structures, technology integration, and continuous improvement capacity.
- **Phase 3: Benchmarking and Comparative Analysis (Weeks 12-20; Overlaps with Phase 2)**
  - Benchmark against a minimum of five selected districts to identify operational and staffing alignment gaps.
  - Analyze operational efficiency metrics (e.g., finance, facilities and maintenance, human resources, school nutrition, safety and security, technology, transportation, etc.)
- **Phase 4: Final Recommendations, Cost Analysis, and Report Development (Weeks 20-25)**
  - Develop comprehensive report summarizing findings, including organizational structure analysis, staffing alignment, and benchmark comparisons.
  - Provide specific recommendations for staffing adjustments, workflow optimizations, and process improvements.
  - Develop initial fiscal impact (projected potential cost savings, projected potential additional revenue) for implementing opportunities for improvement
  - Conduct review meeting with BCSD leadership to present preliminary findings and obtain feedback.
  - Finalize fiscal impact analysis after confirmation of recommendations following review workshop.
  - Finalize report and prepare an executive summary presentation for BCSD Board of Education.

Key Milestones and Deliverables

- **Phase 1 Deliverables:**
  - Completed data request list and preliminary analysis summary.
  - Kickoff meeting summary and confirmed communication plan.
  - Interview guides and process walkthrough plans.
- **Phase 2 Deliverables:**
  - Completed Job Analysis Questionnaire (JAQ) data collection.
  - PPM Maturity Level Assessment™ summary report.
  - Interview and process walkthrough findings report.
- **Phase 3 Deliverables:**
  - Benchmark comparison report, including key findings and disparities.
  - Operational efficiency analysis, focusing on non-instructional areas (e.g., finance, facilities and maintenance, human resources, school nutrition, safety and security, technology, transportation)
- **Phase 4 Deliverables:**
  - Draft report summarizing overall findings, recommendations, action plan, and potential fiscal impact (i.e., potential for cost savings or to generate additional revenues)
  - Presentation of key findings and recommendations to BCSD leadership.
  - Final report submission, including executive summary, implementation plan, and final cost analysis.
  - Executive summary presentation for BCSD Board of Education.

SECTION 5: LIST OF KEY STAFF

The BCSD Organizational and Efficiency Study project will include the LEAN Frog team members listed below. The project team members have over 100 years of collective experience conducting organizational studies for public school districts, state departments of education, and other public agencies. Each team member has been with LEAN Frog a minimum of four years and has been trained in our proprietary methodology integrating LEAN Sic Sigma techniques with targeted benchmarking and performance assessments.

Key full-time project team members, their project role, and their credentials are listed below. In addition to these consultants, LEAN Frog data analysts will support the project.

Byron Headrick, Principal Consultant
Education: B.A. – Athens State University • A.A. – J.F. Drake Technical College
Certifications: Certified Six Sigma Master Black Belt • Certified Six Sigma Black Belt • Certified Quality Engineer
Project Role: Project Manager and Work Plan Designer; Project Lead for all project phases
Expertise: Byron has over 35 years of experience using Lean Six Sigma thinking, systems and tools. He developed LEAN Frog's propriety analysis approaches including the Process and Performance Management (PPM) Maturity Level Assessment™ and the Organizational Change Readiness (OCR)

Level Assessment™) that promote continuous engagement with teams and emphasizes consistent value creation to internal and external stakeholders. Byron is the author of the recently published book, *Smarter Schools: Fix the Frustration, Cut the Chaos,* which outlines a proven approach for using Lean Sigma to build school systems that better serve students, staff, and communities. He has in-depth expertise in organizational optimization and fiscal sustainability including but not limited to the following:

- Analyzing quantitative and quantitative data to develop actionable client solutions
- Aligning organizational structure to school district strategy
- Analyzing and optimizing workflow structures of school districts and individual departments
- Identifying waste and helping school districts remove waste in organizational structures
- Evaluating staffing levels (identifying redundancies, making recommendations for eliminating positions, consolidating positions, and developing new positions)
- Developing implementable client continuous improvement plans
- Developing budget impact of proposed organizational changes and helping school districts determine the sustainability of recommendations
- Developing phased implementation timelines
- Presenting finalized organizational and compensation changes to Boards and Executive Leadership

Sample School District/Department of Education Organizational and Operational Assessment Experience

- Comprehensive Organizational and Operations Review- *East Baton Rouge Parish School System, LA*
    - Identified costs savings of $1.2M (implemented) and an additional $5.7M of cost savings/revenue enhancements if academic and operational recommendations implemented
- Nutrition Services Division Review (Organizational Structure, Software Systems) – *Memphis-Shelby County Schools, TN*
    - Identified opportunities to reduce costs by over $1 million annually through optimizing the ordering, planning, and accounting process; improve organizational capacity, and warehouse management processes.
- System-wide Assessment of all MCPSS Divisions – *Mobile County Public School System, AL*
    - Generated over $2 million dollars annually in hard cost savings
    - Automated 92% of all Human Resources paper processes;
    - Eliminated over $165 thousand dollars in software annual costs through software integration/ consolidation
- Districtwide Comprehensive Organizational Review – *Livingston Parish Public Schools, LA*
    - Identified $1.8 to $2.9 million in potential annual savings and new revenue
- Educator Certification Processing Assessment – *Alabama State Department of Education, AL*
    - Developed benchmark understanding of the issues facing Educator Certification in its current state
    - Identified opportunities for improvement that meet both current and future needs of the state and LEAs in Educator Certification

Dr. Sherri Headrick, Principal Consultant

Education: Ph.D. – The Pennsylvania State University • M.A. – University of Memphis • B.A. – Lipscomb University

Certifications: Lean Six Sigma Green Belt (National Aeronautics and Space Administration (NASA)

Project Role: Co-lead data collection and stakeholder engagement (interviews, surveys, and/or focus groups); Project Support for all project phases

Expertise: Sherri has over 30 years of experience working with local, state, and government entities as a trainer, consultant, and contractor (e.g., Pennsylvania Department of Transportation, Army Materiel Command, Defense Acquisition University, National Aeronautics and Space Administration, the Aviation and Missile Research Development and Engineering Center etc.) She has detailed experience with job analysis, school district stakeholder engagement, and the development and presentation of training materials including but not limited to the following:

- Conducting employee interviews and work observations for job analysis
- Performing peer research for comparative analysis of job titles, reporting structures, and staffing levels
- Inventorying and analyzing educational programs
- Aligning classifications with Civil Service standards (e.g., function of work, level of supervision, minimum qualifications)
- Developing and delivering process and performance management training programs

Sample School District/Department of Education Organizational and Operational Assessment Experience

- Information Technology and Academic Affairs Strategy Development- *Mobile County Public School System, AL*
    - Creation unified vision of improved use of technology to support teaching, learning and work at school system
- Organizational Review of Office of Teaching and Learning-Early Childhood – *Louisiana Department of Education, LA*
    - Identified criteria and researched state peer early childhood education organizations to assist with staffing level and job duty analysis
    - Evaluated structure, processes and roles to enhance operational efficiency, clarify responsibilities, and support strategy to increase kindergarten readiness.
- DMAIC Analysis of Certified Turnover – *Tuscaloosa City Schools, AL*
    - Identification of root causes of high certified turnover rate
    - Identification of recommended solutions to address turnover challenges
- Nutrition Services Division Review– *Memphis-Shelby County Schools, TN*
    - Reconstruction of job descriptions for all positions
    - Development of "Dig In "marketing/branding theme and detailed communication planning guidance for communicating short term and transformative improvements
- Comprehensive Organizational and Operations Review- *East Baton Rouge Parish School System, LA*
    - Development of aligned communication approach to promote buy in and participation of internal stakeholders and recommendations for communicating with external stakeholders

Dr. Brandon Payne, Principal Consultant

Education: Ed.D. – University of Alabama • M.S. – University of Alabama • B.S. – Athens State University

Certifications: Lean Six Sigma Black Belt • NAESP National Principal Mentor • Certified Educational Technology Leader (CoSN)

Project Role: Co-lead financial efficiency and fiscal impact of recommendations; Project Support for all project phases

Expertise: Brandon is a collaborative leader with more than 25 years of experience in K12 public education, including 13 years as an administrator and three as Operations Director with the Alabama State Department of Education. His expertise in data workflow improvements, quantitative and qualitative analysis, technology assessments, and continuous improvement projects bridges K12 business practices with federal requirements**.** He has detailed experience with staffing level analysis and fiscal sustainability analysis including but not limited to the following:

- Developing overall school district staffing models across departments
- Conducting instructional funds assessments and defining opportunities to improve the efficient and effective use of instructional funds
- Interpreting and applying Education Department General Administrative Regulations (EDGAR) both in regulation and implementation to ensure compliance with federal law
- Conducting technology assessments and integrating technology to support instruction

Sample School District/Department of Education Organizational and Operational Assessment Experience

- Special and State Schools Assessment – *Tennessee Department of Education, TN*
  - Identified opportunities for restructuring work sharing, and standardizing processes (HR, Facilities, IT) so Special Schools function as synergistic business group
- Education Data Flow – *Tennessee Department of Education, TN*
  - Mapped and documented core procedures and data flows for CCTE, Finance, Accountability, Teachers and Leaders, Course Master, Data Management and Reporting, Audit, and Information Technology functional areas.
- Reconfiguration Assessment – *Fort Smith Public Schools, AR*
  - Led athletics and extracurricular activities reconfiguration assessment to support grade reconfiguration planning; analyzed stakeholder surveys, conducted peer benchmarking, and analyzed programs to deliver cost recommendations and implementation options for aligning extracurricular programs with district's evolving strategy
- Organizational Review and Staffing Assessment – *Mobile County Public Schools, AL*
  - Created an equitable staffing model across schools and departments to support strategic vision, operational efficiency and long-term fiscal sustainability
- Long-Term Sustainability Review – *Oak Ridge Schools, TN*
  - Evaluated expenditures, identified cost drivers, and developed a 5-year pro-forma expenditure/revenue project

Chasitie White, Principal Consultant

Education: M.B.A. – Georgia State University • B.S. – University of North Alabama

Certifications: Senior in Human Resources (SPHR) • SHRM Senior Certified Professional (SHRM-CP) • Lean Certificate

Project Role: Project support for all phases

Expertise: Chasitie leads LEAN Frog human resources projects, including employee relations and organizational development, staffing and employee performance management, and compensation and benefits administration. Chasitie has extensive experience in organizational optimization, position control systems, and job classification, including but not limited to the following:

- Analyzing organizational structures and staffing levels
- Analyzing school district utilization of position control, identifying gaps, and developing improvements for personnel budgeting and hiring oversight
- Developing new or revised job descriptions for reorganized roles
- Developing staffing guidelines, compensation guidelines (including hiring and classification procedures)
- Training HR staff on maintaining and updating improvements
- Developing school district salary schedules
- Delivering employee training programs

Sample School District/Department of Education Organizational and Operational Assessment Experience

- Organizational Structure Review and Compensation Study – *Baldwin County Public Schools, AL*
    - Identified inconsistencies in job titles, duplicated roles, and variation is schedule structures and pay step
    - Developed placement guidelines and fiscal cost projections
- Organizational Structure and Compensation Study - *Lafourche Parish School District, LA*
    - Development of new compensation structures and policies to address alignment with compensation strategy goals; developed pay setting guidelines for new hires, promotions, and transfers
- Human Resources Policy Manual Development – *Alabama State Department of Education*
    - Identified gaps in supporting procedures for policies
    - Developed organizational arrangement for policies (employment policies, pay information, leave and other time off, workplace policies, separations from service)
- Organizational Review and Staffing Assessment – *Mobile County Public Schools, AL*
    - Assessed the district's use of Position Control, identifying gaps and outlining improvements for personnel budgeting and hiring oversight
- Human Resources and Talent Management Support – *Huntsville City Schools, AL*
    - Reconstruction of job descriptions for all positions
    - Development of key positions related to Department of Justice Consent Order management and compliance

Mary Marquart, Consultant

Education: M.A. – University of Alabama at Birmingham, A • B.S. Minot State University
Certifications: Class B, Secondary Grades 6-12, Class A, Educational Administrator Grades P-12
Project Role: Project Support for all phases
Expertise: Mary is a retired educator with over 40 years of experience in public education, including classroom teaching and district-level leadership in assessment, accountability, and curriculum. She specializes in aligning school system structure with continuous improvement strategies, building capacity through documentation, and guiding district teams through inclusive, data-driven planning efforts. She has significant strategy development and school district assessment expertise including but not limited to the following:

- Collaborating with districts to develop stakeholder-driven strategic plans
- Designing surveys to capture quantitative and qualitative data to solicit stakeholder feedback
- Analyzing job descriptions and self-reported job duties to identify gaps, redundant work, and unclear reporting structures
- Developing and presenting procedure development training for school district staff

Sample School District/State Agency Organizational and Operational Assessment Experience

- *Facilitation of school district Strategic Planning process – various school districts in Alabama, Louisiana, Mississippi, and Tennessee*
    - Align organization and department improvement initiatives to school district vision, mission, and values
- Child Nutrition and Transportation Program Assessments – *Mississippi Legislative PEER Review Committee, MS*
    - Benchmark kitchen practices and peer comparative data
    - Benchmark transportation performance and peer comparative data
- Custom Survey Development – *Assumption Parish Schools, LA*
    - Facilitated development of a stakeholder survey to solicit feedback on district organizational and performance effectiveness and on district curriculum programming and student support activities

SECTION 6: REFERENCES

LEAN Frog has successfully helped numerous school districts and state departments of education with organizational and efficiency studies. A few of our client endorsements for our organizational assessment work are listed below. *Note: Contact information for several references follow.*

"We were very pleased with LEAN Frog's work--from their review of our organizational structure to the compensation study of our positions and support services to assist with salary schedules. Their team was not only knowledgeable of overall K12 challenges, but they also worked with us to understand our district's specific needs and helped us prioritize salary schedule changes that were feasible and sustainable." **John Wilson, CPA, CFE, Chief School Finance Officer, Baldwin County Public Schools, AL**

"I am usually skeptical about outside venders providing insight to school systems. However, our experience with LEAN Frog was one of the most effective initiatives that we undertook during my tenure. LEAN Frog did a deep dive into Human Resources, Child Nutrition and Transportation. They were incredibly knowledgeable and attuned to the inside/outside factors and resistance to change. LEAN Frog was able to make recommendations for our processes and procedures and suggest implementation strategies. We were able to save the money that we paid for the study within one year. I would highly recommend Lean Frog to any school district. They are incredibly knowledgeable, insightful, responsive, and pragmatic. Bossier Schools says thank you LEAN Frog." **Mitch Downey, former Superintendent, Bossier Parish School Board**

"Our recent experience with LEAN Frog has been exceptional. Their competence and professionalism throughout the process were unmatched, and they were extraordinarily thorough in their review. We are extremely pleased with their analysis and believe that their recommendations will allow us to become more competitive in the compensation of our employees and enable us to more efficiently and effectively support our students and staff. They have gone beyond our expectations, and I highly recommend them without reservation." **Jarod W. Martin, Superintendent, Lafourche Parish School District, LA**

"LEAN Frog came highly recommended from other school districts. We hired the LEAN Frog team to conduct a thorough analysis of the district's organizational and compensation structures. They identified potential cost-savings measures and provided us with a roadmap to increase the efficiency and effectiveness of our structure and processes. Their recommendations gave us a best case scenario roadmap on how we can improve." **Joe Murphy, former Superintendent, Livingston Parish Public Schools, LA**

"I am impressed with the way LEAN Frog is able to quickly identify the root cause of problems. We have been addressing the symptoms of problems in Nutrition Services for many months. LEAN Frog has worked with our team to get to the heart of our challenges." – **Phyllis Glover, former Director of Finance-Nutrition Services, Memphis-Shelby County Schools, TN**

"It was a pleasure to work with LEAN Frog from beginning to end. Their associates have a true knowledge of compensation and organizational review that delivers real results. The advisement and solutions were incredibly helpful, and they offered a plan that would be both beneficial for the district and employees. I would not hesitate to recommend them to an organization in need of their services." - **Corby King, Director of Schools, Putnam County School System**, **TN**

"LEAN Frog has a unique set of skills and deep knowledge of operations that allows them to analyze what we are doing and provide meaningful and results-based solutions. . . We remain very impressed. The depth of understanding by LEAN Frog is incredible. This is <u>the</u> service that education has needed for a long time" – **Mike Daria, Ed.D., Superintendent, Tuscaloosa City Schools**

References

LEAN Frog is pleased to have worked with a broad range of school districts who can speak to the quality of our work, the timeliness of our deliverables, and the work ethic of our team. We have listed a few references below who can attest to our expertise, our approach and solutions, and the high quality of our work.

Public School District:	**Baldwin County Public Schools, Alabama**
Services Retained:	Organizational Review, District-wide Compensation Study, Salary Schedule
Point of Contact (POC):	John Wilson, CPA, CFE, MBA; Chief School Finance Officer
POC Email & Phone Number:	jwilson@bcbe.org; 251-937-0312

Public School District:	**Collierville Schools, Tennessee**
Services Retained:	Organizational Review and Districtwide Compensation Study
Point of Contact (POC):	Dr. Russell Dyer, Director of Schools
POC Email & Phone Number:	rdyer@colliervilleschools.org; 901-861-7000

Public School District:	**Lafourche Parish School Board, Louisiana**
Services Retained:	Organizational Structure and Compensation Study (competitive RFP), Salary Schedule Development, Human Resources Detailed Efficiency Review (in process) Operations Detailed Efficiency Review (in process), Job Description Development (in process)
Point of Contact (POC):	Jarod W. Martin; Superintendent
POC Email & Phone Number:	jwmartin@mylpsd.com; 985-446-5631

Public School District:	**Livingston Parish Public Schools, Louisiana**
Services Retained:	Comprehensive Performance Review included Organizational Review and District-wide Compensation Study (competitive RFP), Organizational Structure Implementation and Salary Schedule Development Support
Point of Contact (POC):	Jody W. Purvis; Superintendent
POC Email & Phone Number:	Jody.purvis@lpsb.org; 225-686-4222

Public School District:	**Tuscaloosa City Schools, AL**
Services Retained:	Central Office Structure and Strategic Alignment Study; Re-Organization of Information Technology Department; Position Control Study; Work Order Process Review; Supplements Assessment; DMAIC Analysis of Certified Employee Turnover
Point of Contact (POC):	Dr. Mike Daria; Superintendent
POC Email & Phone Number:	MDaria@tusc.k12.al.us; 205-759-3560

SECTION 7: FEE STRUCTURE

LEAN Frog proposes a total, all-inclusive project fee amount **not to exceed $58,050.00** for the Organizational and Efficiency Study. We understand that BCSD typically makes payments after final delivery and acceptance of all items/services. We welcome the opportunity to negotiate a mutually agreed upon payment schedule aligned to project milestones and deliverables (as indicated in Answer 8 of the Q &A document.) As outlined in the RFP, both the completed bid table and contact agreement have this not to exceed price.

A cost breakdown by phase and associated milestones/deliverables for the study is provided below.

- **Project Initiation and Planning $10,800.00**
  - Kickoff meeting summary (kickoff and optional leader launch meeting) and confirmed communications plan
  - Advance Team Onsite Visit*
  - Completed data request list and preliminary analysis summary
  - Interview guides and process walkthrough plans.
- **Phase 2: Data Collection and Stakeholder Engagement - $20,250.00**
  - Completed Job Analysis Questionnaire (JAQ) data collection
  - Leader Interviews
  - Onsite Process Walkthroughs*
  - PPM Maturity Level Assessment™ summary report
  - Interview and process walkthrough findings report
- **Phase 3: Benchmarking and Comparative Analysis - $13,500.00**
  - Benchmark comparison report, including key findings and disparities.
  - Operational efficiency analysis, focusing on non-instructional areas (e.g., finance, facilities and maintenance, human resources, safety and security, school nutrition, technology, transportation)
- **Phase 4: Final Recommendations, Cost Analysis, and Report Development - $13,500.00**
  - Draft report summarizing findings, opportunities, and potential fiscal impact of opportunity recommendations (i.e., potential for cost savings or to generate additional revenues)

- Workshop with leadership reviewing key findings, recommendations and collaboratively determining priority recommendations
- Final report submission, including executive summary, implementation plan, and final cost analysis
- Development and onsite delivery of Executive Summary presentation for BCSD Board of Education*

*LEAN Frog proposes three separate onsite trips to the school district to balance quality, efficiency, and cost-effectiveness.

SECTION 8: WORK SAMPLES

We have provided two examples of our recent organizational assessment projects. Both were for public school districts in Louisiana. One is from Livingston Parish Public Schools which was a competitively bid RFP to conduct "a districtwide comprehensive organizational analysis to improve the effectiveness of the current organizational structure as well as identify cost saving measures that can be implemented in order to reallocate funding for system wide salary increases." The Comprehensive Organizational Review Final Report (included in the link below) and the Compensation Study Final Report were previously made public by the school district.

The second work sample is from our most recently completed organizational study project. This work was part of a competitively bid RFP for an Organizational Structure and Compensation Study for Lafourche Parish School District. The example features our new Final Report format.

For both projects, a clickable link is provided along with the full URL, which can be copied and pasted into a browser if needed.

Livingston Parish Public Schools

Livington Org Review Final Report.pdf
(https://leanleap.sharepoint.com/:b:/s/ExternalClientSharing/EeDd6WBSRExJi6nYHvLECooBh4hJOAdc_K4YqHHnk8tv_w)

Lafourche Parish School District

Lafourche Parish_Org_Review_Final_Report_4_2025.pdf
(https://leanleap.sharepoint.com/:b:/s/ExternalClientSharing/Ea0IJGwzDqVBoaJ0SjkKXwYBuXxhI8vx8fQoTj1V_6v56w)

SECTION 9 APPENDICES

- Certificate of Authority from the Georgia Secretary of State documenting LEAN Frog's authority to transact business in the state of Georgia.
- Completed Contract Agreement in its entirety (except for information to be determined such as board meeting dates)

Control Number : 25109745

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

LEAN Frog Business Solutions, Inc.
a **Foreign Profit Corporation**

has been duly formed under the laws of **Alabama** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Profit Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Profit Corporation** is hereby granted, on **05/20/2025**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **06/04/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed
Secretary of State
Filing Date: 5/20/2025 3:18:36 PM

BUSINESS INFORMATION

CONTROL NUMBER	25109745
BUSINESS NAME	LEAN Frog Business Solutions, Inc.
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	05/20/2025
HOME JURISDICTION	Alabama
NAME IN HOME JURISDICTION	LEAN Frog Business Solutions, Inc.
DATE OF FORMATION IN HOME JURISDICTION	01/17/2012
COMMENCEMENT DATE IN GEORGIA	05/29/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	4920 Corporate Drive, Ste B, Huntsville, AL, 35805-6227, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Registered Agent Solutions, Inc	900 Old Roswell Lakes Pkwy, Suite 310, Roswell, GA, 30076-0000, USA	Fulton

OFFICER(S)

NAME	TITLE	ADDRESS
Byron Headrick	CEO	4920 Corporate Drive, Ste B, Huntsville, AL, 35805-6227, USA
Byron Headrick	CFO	4920 Corporate Drive, Ste B, Huntsville, AL, 35805-6227, USA
Sherri Headrick	SECRETARY	4920 Corporate Drive, Ste B, Huntsville, AL, 35805-6227, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Sherri Headrick
AUTHORIZER TITLE	Authorized Person

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that LEAN Frog Business Solutions, Inc. was formed in Madison County on January 17, 2012. The Alabama Entity Identification number for this entity is 000-026-923. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

05/12/2025

Date

Wes Allen **Secretary of State**

Bibb County School District
Office of Procurement

AGREEMENT BETWEEN

Bibb County School District

AND

LEAN Frog Business Solutions, Inc.

FOR: Organizational and Efficiency Study

RFP/RFQ: RFP# 25-041

Dated: RFP Issued 5/20/25

STATE OF GEORGIA COUNTY OF BIBB

This Agreement ("Agreement") is made and entered into by and between the Bibb County School District, an independent school system chartered under the laws of the state of Georgia, having a headquarters at 484 Mulberry Street, Macon, Georgia 31201 (hereinafter referred to as the "School District ") and LEAN Frog Business Solutions, Inc. (*insert full legal name of contractor)* a company organized and existing under the laws of the state of Alabama located at 4920 Corporate Drive Ste B Huntsville, AL 35805 *(insert contractor's address)* (hereinafter referred to as the "**Contractor**", and together with the School District, the "Parties", and each a "Party").

WITNESSETH

WHEREAS, the School District sought proposals from vendors to provide Organizational and Efficiency Study *(insert solicitation name)* in RFP# 25-041 *(insert RFQ or RFP, include number)*.

WHEREAS, **Contractor** submitted a proposal to the School District for the provision of said goods and/or services; and

WHEREAS, the Director of Procurement and Warehouse Operations Services for the School District recommended that Contractor be awarded a Contract to provide said goods and/or services to the School District; and

WHEREAS, at its meeting on _____ *(insert date)* the Bibb County Board of Education ("Board of Education") authorized the School District to enter into a Contract with Contractor.

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

ARTICLE I. DEFINITIONS

1.1 Contract Documents.

The Contract Documents consist of: *(update list as needed)*

a. This Agreement.

b. Solicitation RFP#25-041 Organizational and Efficiency Study *(insert solicitation name & number).*

c. The Contractor's Proposal to the above-numbered Solicitation, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Contractor that have not been explicitly accepted by the School District in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.

d. Board Approval, If applicable: All Contract over $150,000.00 in value:

SAMPLE

Completed on _____, dated_____*(insert board item number and date).*

This Agreement together with the aforementioned documents collectively form **the Contract**. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement along with the aforementioned documents, which form the Contract. The School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of the Contract.

1.2 Inconsistency.

Any inconsistency or conflict among the specific provisions of this Agreement and the other Contract Documents shall be resolved as follows:

a. First, by giving preference to the specific provisions of this Agreement.

b. Second, by giving preference to the specific provisions of the Solicitation, attached hereto.

c. Third, by giving preference to the specific provisions of Contractor's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit B**, except that objections or amendments by a Contractor that have not been explicitly accepted by the School District in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.

ARTICLE II. SCOPE OF CONTRACT

2.1 Contractor will provide, and the School District hereby engages Contractor for the purpose of providing consulting services for Central Office Organizational and Efficiency Study (*insert name* or *general description of goods/services to be provided*) to the School District in accordance with the statement of Work included in Contractor's Proposal, and/or outlined in the Solicitation dated 5/20 2025*(insert date of solicitation)*

Contractor agrees to provide said goods or services to or for the School District and to perform all other tasks required by this Contract.

2.2 Contractor will provide the goods and/or services to the School District in the manner defined in Contractor's Proposal attached hereto as Exhibit B and incorporated herein reference.

ARTICLE III. TERM

The term of the Contract is as follows:

SAMPLE

3.1 Initial Term.

The performance period for the Contract is one (1) year, subject however to paragraph 3.2 and Article VII below. Contract performance shall begin on_____, 20___. (*insert start date for contract)*

3.2 Optional Renewal Terms.

The parties may elect to renew the Contract beyond the one-year initial term. As set forth above, the "Initial Term" of the Contract will begin on [ ], 20[__] (the "Starting Date") and will end on [ ], 20[__]. The Contract will automatically renew for one successive calendar year term (the "Renewal Term"), and a final term (the "Ending Term") beginning on [ ], 20[__]and ending on [ ], 20[__] (the "Ending Date"). As required by Official Code of Georgia Annotated § 20-2-506, the Contract will terminate absolutely and without further obligation on the part of the School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but will be automatically renewed for each subsequent calendar year during the term, unless School District gives a Nonrenewal Notice on or prior to [ ] unless the Contract is terminated earlier. The "Contract Term" is the period from the Starting Date to the Ending Date, subject to the expiration or termination of the Contract.

3.3 Same Terms.

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Subsequent or Renewal Term shall be the same as those contained within in the Contract.

3.4 Statutory Compliance Regarding Purchase Contracts.

The parties intend that the Contract shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that the Contract would conflict therewith, then the Contract shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

4.1 Performance.

Contractor by the execution of this Agreement, acknowledges that it possesses that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect and shall be liable for failure to exercise such degree of care, learning and ability. Any equipment, supplies, or materials used in the performance of the Contract shall be at the expense of the Contractor.

SAMPLE

4.2 Contractor's Responsibilities.

a. General

It is the Contractor's responsibility to comply with all of the terms and conditions of this Contract. The Contractor is also expected to make every effort to support the mission and duties of the School District.

b. Personnel and Staffing.

Contractor is solely responsible for all matters concerning the recruitment, performance, and retention of Contractor's personnel. Contractor must fully comply with all federal, state, and local laws/regulations regarding employment and immigration, including, but not limited to, nondiscrimination, compensation, taxation, and benefits.

Contractor understands and agrees that employees of the School District are not permitted to work under this Contract, nor can they have ownership in a company that bids for or works under this Contract, either as a prime contractor or as a sub-contractor. Any breach of this provision shall result in immediate termination of the Contract and termination of employment with the School District.

Contractor warrants that all persons assigned to perform the services under the Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the School District. All of Contractor's and all of subcontractor's personnel shall comply with the confidentiality requirements of the Contract, any confidentiality requirements required by the School District, and the security requirements of the School District while on school property or at a school related function. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the School District may have the personnel removed from the premises. Contractor agrees that any obligation to provide health insurance to any individual employed, utilized, or subcontracted by Contractor shall be the sole and exclusive responsibility of Contractor or the subcontractor of Contractor.

Contractor warrants that all persons assigned to perform the services under the Contract are qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the School District believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the School District shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the request of the School District , immediately replace such person with another person acceptable to the School District and with sufficient knowledge and expertise to perform the services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the services in accordance with the schedule and maintenance requirements set forth in the Contract.

SAMPLE

Contractor warrants that person assigned by Contractor to provide the services to the School District possess all licenses, training and certifications required by the State of Georgia.

Contractor understands and agrees that is responsible for paying the wages of Contractor's personnel and will be responsible for withholding and remitting all income and social security taxes from their wages and for paying workers' compensation insurance premiums, state, and federal unemployment insurance taxes and the employer's share of social security taxes on the behalf of its personnel, as required by law. Contractor further agrees to comply with any applicable provisions of the Davis-Bacon Act.

Contractor recognizes that personnel who are assigned to provide the services may have access to certain information, which may be proprietary and confidential. Contractor will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person in accordance with the terms of this Contract.

Contractor agrees to relinquish to the School District any and all proprietary rights which it may have in work product created or contributed to by personnel while on assignment.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee for Contractor to solicit or secure the Contract; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

For the breach or violation of the above warranty and after notice, the School District shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4.3 Warranties.

The School District does not waive, amend, or abridge any stated or implied contractual or warranty rights provided to the School District under state or federal law. In addition, Contractor warrants and agrees as follows:

a. Any goods, applications or software purchased or provided under the Contract will be defect free in design, materials, and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by the School District in the Solicitation and shall conform to all the requirements of the Solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of the Solicitation and as set forth in Contractor's Proposal. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the School District.

SAMPLE

b. Any services purchased under the Contract will be performed by Contractor according to its best efforts for the Term(s) of this Contract. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by the School District.

c. Contractor is fully aware of the School District's business requirements and intended uses of the goods, applications, software, processes, services, and products and warrants that such shall be fit for such intended uses.

d. Contractor represents and warrants that all the concepts, materials, applications, products, and services produced, or provided to the School District shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Contractor represents and warrants that the concepts, materials, applications, products and services and the School District's' use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the School District.

ARTICLE V. FINANCIAL ARRANGEMENTS

5.1 Compensation and Payment.

The School District shall pay Contractor for the satisfactory performance of the services and satisfactory delivery of the goods solicited, approved, and accepted under this Contract, the terms and rates set forth in the Contractor's Proposal. Contractor acknowledges and agrees that this is a nonexclusive requirements type contract. Regarding Contractor's provision of goods and/or services under this Contract, the School District will utilize Contractor's services on an as needed basis, based on approved statement of work and as such the School District will only be responsible for payment for goods and/or services related to Contractor's Proposal and Statement of Work that are satisfactorily performed and meet the School District's required specifications.

Contractor further acknowledges and agrees that the value of the Contract shall not exceed fifty-eight thousand and fifty dollars **Dollars ($** 58,050 **.00) annually**; *(Insert estimated annual expenditure)* however, the School District is under no obligation to solicit goods or services totaling this amount and Contractor will only be paid for services rendered and goods accepted. Nothing in the Contract shall serve as a guarantee that Contractor will receive any purchase orders for goods or services solicited under this Contract.

Contractor shall submit periodic invoices in triplicate detailing the services performed and the goods delivered (as applicable). The School District shall make payments in accordance with the School District Finance Department's payment procedures.

Any delay in the approval of an invoice or any delay in the payment will not excuse failure-to-

perform by Contractor. The School District shall have fifteen (15) days to approve or disapprove an invoice. Once approved, the School District will have thirty (30) days to pay any approved invoiced. The School District will not be subject to any late fees by Contractor.

5.2 Payments Withheld.

The School District may decline to approve an invoice and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the School District from loss, because of any of the following:

a. Services not performed in accordance with the terms of the Contract, and which have not been remedied in accordance with the Contract.

b. Contractor supplies the School District with nonconforming goods and fails to cure the deficiency (at Contractor's sole expense) to the School District's reasonable satisfaction in accordance with the Contract.

c. Persistent failure of Contractor to perform or provide its good or services in accordance with the Contract schedule and the milestones established.

d. Liens filed by Contractor's sub-consultants or subcontractors, or third-party claims based on Contractor's failure to make payments for services performed or materials provided;

e. Failure of Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided;

f. Damage to the School District or to another contractor by Contractor; or,

g. Failure of Contractor to provide upon request by the School District documentation sufficient to substantiate charges on any invoice submitted for payment.

h. Breach of any warranties contained in the Contract.

5.3 Final Payment.

The acceptance of final payment shall, after the date of completion of the services and/or delivery of goods required under this Contract, constitute a release and a waiver of all claims by Contractor for payment for services and./or good delivered under the Contract (and any amendments thereto) against the School District, , the Board of Education, and their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns of and from any and all claims, actions or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which Contractor has, may have, or claims to have in the future, whether known or unknown, relating to or arising out of in any way the Contract (and any amendments thereto) between the School District and Contractor.

SAMPLE

5.4 Accounting Records.

All records of expenses pertaining to the Contract shall be kept on a sound accounting basis. Contractor shall maintain full and complete records and such records shall be available for review by the School District or its authorized representative at mutually convenient times. All records must be maintained for a minimum of seven (7) years after the final payment by the School District or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period. In addition, the School District shall have the authority to audit any and all records pertinent or relative to the Contract, the Contractor's records and any and all of its subcontractors' records pertinent or relative to the Contract, at any time for a period of at least three (3) years after close-out of the Contract and Contractor shall surrender such records upon request and provide access to the School District and any reviewing agencies during such period.

5.5 Risk of Loss for Delivery of Goods

For all goods purchased by the School District under this Agreement, Delivery shall be FOB destination, the School District's place of business. Insurance during shipment and until the goods are accepted by the School District is the responsibility of Contractor.

5.6 Rejection or Revocation of Acceptance of the Goods

All goods are subject to final inspection and acceptance within a reasonable time after delivery and the right to reject defective or non-conforming goods is reserved despite any prior inspection by the School District.

ARTICLE VI. CONFIDENTIALITY AND SECURITY

6.1 Definition

Confidential information is defined as follows:

a. Any information about the School District or its business that is stamped "Confidential."

b. Identified in writing as confidential to Contractor or any of its representatives by or on behalf of the School District at the time of or promptly following the information's written or oral disclosure All notes, analyses, compilations, studies, summaries, and other material (tangible or intangible), however documented, containing or based, in whole or in part, on any information described in subsection (a) above (collectively, the "Derivative Materials").

c. Any information that is excluded from disclosure by the School District by the Georgia Open Records Act OCGA 50-18-70 et. seq. ("the Open Records Act"), including but not limited to, student educational records and information.

SAMPLE

d. Despite any other provision in this Section, the failure by the School District to identify information as Confidential Information is not an acknowledgement of admission by the School District that the information is not confidential or a waiver by the School District of any of its rights with respect to the information.

The term "Confidential Information" does not include information that Contractor demonstrates:

i. Was or becomes generally publicly available, other than as a result of a disclosure by Contractor or any if its Representatives in violation of the Contract.

ii. Is in the lawful possession of the Recipient or any of it is Representatives prior to its disclosure by or on behalf of the School District or any of its Representatives; or

iii. Was or becomes available to Contractor or any of its Representatives on a non-confidential basis prior to its disclosure by or on behalf of the School District or its Representatives from a third party that to Contractor's knowledge after due inquiry is not bound by a similar duty of confidentiality (contractual, legal, fiduciary, or other).

6.2 Contractor's Obligation Regarding Confidential Information

During and after the Term of this Contract, Contractor shall take all commercially reasonably measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature.

Without limiting the effect of the preceding sentence, Contractor will take commercially reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of the Contract and to prevent any disclosure of the Confidential Information by any of them.

Contractor shall give prompt written notice to the School District of any suspected or actual security breach that may or does impact the School District data or of any unauthorized use or disclosure of the Confidential Information. Contractor shall assist the School District in remedying each unauthorized use of disclosure.

Giving assistance does not waive any breach of this Section by Contractor, nor does acceptance of the assistance constitute a waiver of any breach of this Section.

The Contractor shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Contractor shall comply and shall assist the School District in compliance, in all material respects, with applicable laws and regulations, including with Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and all applicable privacy laws.

To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible

SAMPLE

student/parent/guardian and the School District written permission. Personally identifiable student information and education records as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Contract.

In its own discretion, the School District may designate Contractor as a "school official" within the meaning of FERPA, if the School District determines that the Services under the Contract are functions that would normally be provided by the School District and if the School District determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of the School District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and use personally identifiable information and education records may only be for the purpose of performing its obligations under the Contract. the School District retains all ownership rights in education records and personally identifiable student information.

Notwithstanding any other term of the Contract, Contractor will not disclose personally identifiable information or education records to any third party except as permitted by 34 C.F.R. 99.33(a). The School District may have access to student records maintained by Contractor with ten (10) business days' notice to Contractor as provided for in this Agreement. With respect to information protected by FERPA, Contractor may not continue to maintain education records or personally identifiable information of Students after termination, and must return or destroy, as requested by the School District, all such records and information to the School District as the owner of that information within ten (10) days of termination for any reason, unless otherwise agreed to in writing by the Parties.

6.3 Breach of Confidentiality

Contractor acknowledges and agrees that an award of money damages is inadequate for any breach of this Section by Contractor, or any of its respective agents, representatives, administrators, employees, officers, directors, attorneys, successors, and assigns; and that any breach causes the School District irreparable harm. Therefore, in the event of any breach or threatened breach of this Section by Contractor or any of its Representatives, the School District is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.

6.4 Georgia Public Records.

Contractor understands and agrees that the School District must comply with the Open Records Act and release public documents as defined by the Open Records Act upon request, including the Contract and all records created and maintained in relation to the Contract, unless otherwise exempt under other provisions of the Open Records Act. Contractor understands and agrees that the School District will respond to requests under the Open Records Act at its discretion.

Contractor shall assist the School District in compliance with all provisions of the Open Records Act and make records pertaining to the performance of services or functions under the Contract available to the School District at the request of the School District.

SAMPLE

If Contractor asserts that any information in its response or in any information provided to the School District with respect to the services or products under the Contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then Contractor ***must*** follow the requirements of the Act set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

6.5 Data Security

Contractor understands and agrees that it is imperative to protect the School District data in order to protect public resources and to prevent identity theft or other malicious and damaging acts. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of the School District data and information. Contractor shall also adhere to all applicable industry standards concerning privacy, data protection, confidentiality, and information security as well as all the School District policies, procedures, and operating guidelines regarding privacy, confidentiality, and security.

ARTICLE VII. TERMINATION

The Contract may be terminated as follows (in addition to the termination provisions set forth in the Solicitation, if any):

7.1 Termination Without Cause

a. The School District may, at any time upon thirty (30) days prior written notice to Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Contract for the convenience of the School District. If the School District terminates the whole or any portion of the Contract at the School District's convenience, then the School District shall only be liable to Contractor for the goods and/or services satisfactorily provided and or performed by Contractor up to the date of termination.

b. The School District may terminate the Contract pursuant to O.C.G.A. § 20-2-506, by providing Contractor with at least thirty (30) days notice prior to the end of the calendar year.

c. Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling the School District's obligations hereunder, the School District may terminate the Contract by providing at least fifteen (15) days written notice of termination to the Contractor. Notice of termination shall include a certification by the School District of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by the School District not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the Contractor before the earlier of the end of the calendar year following the year in which the notification of

SAMPLE

such certification is received by the Contractor or the date this Contract expires on its own terms, whichever first occurs. The School District shall be obligated for payments to the Contractor through the date of termination.

d. The Contract may be terminated by the School District if the School District gives the Contractor a written notice indicating non-renewal no less than 15 days prior to any automatic renewal date under the Contract. The written notice of non-renewal notice will evidence the School District's intention not to renew the Contract.

7.2 For Cause Termination and Other Remedies.

The occurrence of any one or more of the following events shall a default by Contractor under the Contract:

a. Contractor fails to deliver the goods and services ordered by the School District under the Contract or has delivered nonconforming goods or services or fails to perform, to the satisfaction of the School District, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

b. Contractor fails to make substantial and timely progress toward performance of the Contract; or the School District determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

c. Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or the Contractor terminates or suspends its business; or the School District reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

d. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations or orders when performing within the scope of the Contract;

e. The Contractor has engaged in conduct that has or may expose the School District to liability, as determined in the School District's sole discretion; or

f. The Contractor has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.

In the event of default Contractor, the School District shall provide written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within the period of time specified in the School District' written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the period of time specified in the written notice, then the School District may: (1) Immediately terminate the Contract without additional written notice; and/or (2) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor including without limitation offsetting amounts owed by the School District to the Contractor; and/or (3) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

SAMPLE

7.3 Termination by Contractor

Contractor may terminate the Contract if the School District fails to make timely payment (within 30 days of invoice) of an invoice that has been approved by the School District. Prior to terminating the Contract, Contractor shall provide 15 days written notice to the School District, notifying the School District of its failure to pay. The School District may cure its default within 15 days of receipt of the notice.

ARTICLE VIII. INSURANCE

8.1 General Insurance Requirements.

The following general insurance requirements apply to any and all work under the Contract by all Contractors and Subcontractors of any tier:

a. Contractor shall provide insurance as required by the Contract Documents. Any and all insurance required by the Contract shall be maintained during the entire length of this Contract, including any extensions thereto, and until all work has been completed to the satisfaction of the School District. Any and all insurance must be on an occurrence basis. No Contractor or Subcontractor shall commence any work of any kind under the Contract until all insurance requirements contained within the solicitation have been complied with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.

b. The School District shall be covered as an Additional Insured under any and all insurance required by the Contract (other than Contractor's workers compensation and employer's liability insurance). Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies.

c. The School District shall be given no less than thirty (30) days' notice of cancellation of any insurance required under the Contract. The School District shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under the Contract. The School District shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

d. Each and every agent shall warrant when signing the Certificate of Insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the Contract and that he is licensed by the State of Georgia and is currently in good standing with Commissioner of Insurance for the State of Georgia.

e. Any and all companies providing insurance required by the Contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless

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of risk, companies providing insurance under the Contract must have a current:

i. Best's Rating not less than A, and
ii. Best's Financial Size Category not less than size VII.

f. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract, or if such insurance is canceled for any reason, the School District shall have (a) the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or (b) the right to terminate the Contract.

8.2 Worker's Compensation and Employer's Liability Insurance.

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the Contract.

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$100,000 each employee
Bodily Injury by Disease	$500,000 policy limit

This requirement does not apply to any business that has regularly in service less than three employees in the same business within the state of Georgia.

8.3 Comprehensive General Liability Insurance.

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

(1) Comprehensive Form
(2) Contractual Insurance
(3) Personal Injury
(4) Broad Form Property Damage
(5) Premises-Operations
(6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this Contract. Policy coverage must be on an occurrence basis.

8.4 Automobile Liability Insurance.

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less

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than $1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

(1) Comprehensive Form
(2) Owned, Hired, Leased and non-owned vehicles to be covered

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under the Contract.

8.5 Umbrella Liability Insurance.

The Contractor shall procure and maintain Umbrella Liability Insurance in an amount not less than $1,000,000 per occurrence / $1,000,000 aggregate.

ARTICLE IX. THE SCHOOL DISTRICT PROHIBITS UNLAWFUL DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT

9.1 The School District does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, national origin, age, disability, or any other basis prohibited by law in any educational programs or activities or in employment policies and practices. Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, sexual orientation, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

9.2 The School District prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

9.3 The School District may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

ARTICLE X. DRUG/ALCOHOL/TOBACCO/WEAPONS FREE WORKPLACE

10.1 Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess, or use controlled substances or marijuana, as defined by law, during the performance of the Contract while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.2 Contractor and all subcontractors, if any, shall not possess any weapon, as defined by law on school property, at school related functions, or within 1000 feet of school property or school functions. Failure to comply with this provision may be considered a material breach.

10.3 Contractor and all subcontractors, if any, also shall adhere to all policies and regulations of the School District and the Board of Education that prohibit the possession, distribution, sale,

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dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.4 The School District may suspend or terminate Contractor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

ARTICLE XI. SALES TAX

The School District is exempt from all state sales tax and federal excise taxes; and shall not pay any such taxes under the Contract. The School District, upon written request, will provide Contractor with applicable sales tax exemption certificates.

ARTICLE XII. NO WARRANTY DISCLAIMER

Contractor warrants that its services or goods or both fit the need or purpose of the Solicitation attached as Exhibit A. Contractor cannot disclaim these warranties. Should any third-party warranties exist, Contractor agrees to pass along all such warranties to and for the benefit of the School District, and to serve as the School District's contact to facilitate its rights under such warranties.

ARTICLE XIII. GENERAL TERMS AND CONDITIONS

13.1 Assignment and Modification.

Contractor shall not assign or transfer any interest in the Contract without the prior written consent of the School District. No modification of the Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

13.3 Subcontractors.

Contractor shall not subcontract services or any part of the Contract without the prior written consent of the School District.

13.4 Third Party Beneficiaries.

The Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

13.5 Ownership.

Contractor retains all rights, title, and interest in and to its intellectual property and copyright materials, provided in connection with Contractor's services (collectively, "Contractor IP").
Contractor grants to the School District a personal, nonexclusive license to use Contractor IP for its own non- commercial, incidental use as contemplated herein. All data of the School District shall remain the property of the School District.

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13.6 Indemnification.

The School District shall not be liable for any injuries incurred by Contractor or any of its employees, representatives, or agents during the performance of Contractor's duties as outlined in the Contract. Contractor agrees to indemnify, hold harmless and defend the School District, the Board of Education and any of their current, future, or past officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorney fees) and/or causes of action out of any alleged negligence or misconduct of Contractor and for which the School District , the Board of Education, or any of their agents, officers, representatives, administrators, servants, or employees are alleged to be liable.

Contractor further agrees to indemnify, hold harmless and defend the School District, the Board of Education and any of their agents, officers, representatives, administrators, servants, and employees from and against any claim, demand, liability, loss, charges, expenses (including attorney fees) and/or causes of action of whatever kind or nature arising out of any conduct or misconduct of Contractor not included in the paragraph above and for which the School District, the Board of Education or any of their agents, officers, representatives, administrators, servants or employees are alleged to be liable.

Contractor further agrees that its agreement to indemnify and hold harmless the School District, the Board of Education and any of their current, future or past officers, agents, representatives, administrators, and employees shall not be limited to the limits of any insurance that may be required under the Contract.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the School District's or the Board of Education's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

This Subsection represents the entire agreement between the Parties regarding indemnification and replaces any other references to indemnification in the Contract Documents or Exhibits.

13.7 Disputes.

In the event of any controversy, claim, dispute, or other matter in question arising out of or relating to the Contract or the breach thereof or otherwise with the Contract, which has not been resolved pursuant to other conditions of the Contract (hereinafter referred to as the "dispute"), Contractor, prior to pursuing any legal action, shall appeal the dispute to the Executive Director of Purchasing and Warehouse Operations Services via the School District's Purchasing Dispute Resolution Provisions.

XX.X Dispute Resolution Process

Before pursuing legal action, the parties agree to hold a meeting or conference between representatives of the contractor and the School District to resolve any problems or to discuss issues regarding the implementation of the Contract. Such meeting or conference shall be held within ten

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(10) business days of the date of any such request. Any requests to meet to discuss a potential dispute will be made to the Director of Procurement and Warehouse Operations Services.

13.8 No Waiver of Legal Rights.

Any waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach, or of any right, that the School District or Contractor may have for damages.

The Parties may waive any provision in the Contract only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced.

No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under the Contract, and no act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy, or condition.

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

13.9 Obligation to Perform.

Contractor shall continue to perform notwithstanding all disputes or disagreements with the School District, other than the School District's nonpayment of an approved invoice, following notice and cure as provided in this Agreement. Contractor's performance under the Contract shall not be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and the School District may otherwise agree to in writing.

13.10 Rights and Remedies.

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

13.11 Organization, Licenses, and Regulations.

Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia pursuant to O.C.G.A § 14-2-1501. The School District may require Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of this Agreement. Contractor's failure to provide such documents upon demand by the School District will constitute grounds for termination of the Contract by the School District .

Contractor shall secure and keep in full force and effect during the term of the Contract, without additional cost to the School District, all business licenses and permits required for Contractor's performance of the services contemplated herein.

Contractor shall keep all records, give all notices, and provide all certificates or other assurances and otherwise comply with all applicable Federal, State, and local laws, rules, and regulations

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applicable to an organization engaged in the Contractor's business including but not limited to, those bearing upon labor standards or practices, non-discrimination, equal employment opportunity and the like.

13.12 Notices.

Except as otherwise expressly provided, any notice, instruction or other written communication required or permitted to be given under the Contract shall be deemed to have been delivered or received:

a. Upon personal delivery to Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or

b. Five (5) days after depositing in the United States mail a letter, which is either certified or registered, addressed to Contractor or the School District at its official address, for use under the Contract, as the case may be. For purposes of the Contract, notices, instructions, or other written communications shall be sent or delivered at the following address:

To Contractor:

Byron Headrick
LEAN Frog Business Solutions, Inc.
4920 Corporate Drive Ste B
Huntsville, AL 35805

And to The School District:

Superintendent
Bibb County School District
484 Mulberry Street
Macon, Georgia 31201

With Copies To:

Bibb County School District Legal Department
Bibb County School District
484 Mulberry Street, Suite 400
Macon, Georgia 31201

Director of Procurement and Warehouse Operations Services
Procurement
4580 Cavalier Drive
Macon, Georgia 31220

13.13 Publicity.

Any publicity regarding the services or goods provided under this Contract, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar

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public notices prepared by or for the Contractor shall not be released without prior written approval by the School District. Contractor may, however, reference the Contract in proposals for other contracts or in client lists without prior School District approval.

13.14 Extent of Agreement.

The Contract represents the entire and integrated Contract between the School District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The School District and Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in the Contract. The Contract is not intended to and shall not be construed to create any rights against the parties hereto by any persons or entities not a named party to the Contract. The Contract may be amended only by written instrument and only after such amendment has been authorized by the Bibb County School District.

13.15 Venue & Governing Law.

Venue of any action brought under the Contract shall lie exclusively in the Macon, Bibb County, State of Georgia, or in the United States District Court for the Middle District of Georgia, Macon Division, without giving effect to its choice of law principles. Contractor hereby waives any and all objections to the exercise of personal jurisdiction and venue in these courts.

All matters giving arise under or relating to the Contract shall be governed and construed by the laws of the State of Georgia now in force and as hereafter amended from time to time. This paragraph represents the entire agreement between the parties regarding venue and governing law and replaces any other references to governing law or venue in the Contract Documents or Exhibits.

13.16 Force Majeure.

Both the School District and Contractor shall not be considered in default in the performance of its obligations under the Contract to the extent that the performance of its obligations is prevented or delayed by any cause beyond either's reasonable control, including without limitation: acts of God; pandemics or epidemics designated by state or federal authorities; acts or omissions of governmental authorities; strikes, lockouts or other industrial disturbances.

13.17 Severability.

In the event any provision or any portion of any provision of the Contract, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of the Contract or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of the Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of the Contract will not be adversely affected.

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13.18 Multiple Counterparts.

The Contract may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

13.19 Section Headings.

The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

13.20 Number and Gender.

Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

13.21 Rights and Remedies Cumulative.

Any enumeration of the School District's rights and remedies set forth in the Contract are not exhaustive. The School District's exercise of any right or remedy pursuant to the Contract does not preclude the exercise of any other right or remedy. All the School District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in the Contract, any other agreement between the Parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

13.22 Time Is of The Essence.

Time is of the essence with regard to performance of any services under the Contract, unless the parties agree otherwise in writing.

13.23 Relationship Among Parties.

The Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the Parties, and the Parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither Party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party except as provided by written instrument signed by both parties.

13.24 Authority.

The Parties hereby represent and warrant that the individuals executing this Agreement have the authority to legally bind the School District and Contractor respectively.

13.25 Interpretation.

The Contract is the joint product of negotiations between the Parties and shall not be interpreted or construed against either party hereto, regardless of which Party has been primarily responsible for

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its preparation.

13.26 Background Check.

The School District requires that all individuals who will work on the School District site (including full-time, part-time, and temporary employees, contractors and subcontractors) must be fingerprinted by the School District and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at the School District. The cost of fingerprinting is **$50.00** per individual and is the responsibility of Contractor. Any failure to comply with this requirement constitutes a breach of the Contract.

13.27 Georgia Security and Immigration Compliance Act.

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents. Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

IN WITNESS WHEREOF, The School District and the Contractor have caused this Agreement to be executed by the duly authorized representative of the day, month and year first above written.

The Bibb County School District

By: _____

Title: _____

Date: _____

Contractor: LEAN Frog Business Solutions, Inc.

By: _____

Title: President/Co-founder

Date: _____

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