

Contents

Introduction 1

Objective 1

Scope and Methodology 1

Challenges to the Consultancy..... 2

Selection of Consultant and Project Term 3

Project Proposal Scope..... 4

Cooperation and Coordination..... 4

Support and Resources..... 5

Approach and Information Gathering..... 5

Adoption of a Subsequent Contract 6

Outputs and Outcomes..... 7

National Curriculum Redesign Project Review 7

Sector Review 8

Costs – Delores Kirk Consultancy 9

Leave Remuneration 10

Rent Overpayment 10

Costs for 1999/2000 Consultancy 10

Current Status 10

Conclusion..... 11

Recommendations 12

Introduction

1. The territory's education system has in the past undergone various reviews and studies with a view of providing developmental and diagnostic recommendations for its upgrade and modernization. The more recent comprehensive studies were done by the Cambridge Consultants in 1990 which resulted in a five year strategic plan and by the CDB consultants in 2000 who performed a review of the entire system and provided recommendations.

2. In advancement of its goals, the Ministry entered into a consultancy agreement with Delores Kirk as an education consultant in November 2007. This audit focuses on the outcomes of that agreement.

Objective

3. The audit seeks to examine whether the objectives of the Ministry were achieved and the principles of value for money were applied in carrying out of the consultancy contracts.

Scope and Methodology

4. The audit focused on examination of the Ministry of Education's consultancy contract with Delores Kirk. The examination covered the period November 2007 to February 2011, except where stated otherwise, and included a review of files, reports and records of the Ministry and Department of Education. The examination also included interviews with the staff of those two offices and the National Curriculum Redesign Programme Coordinator.

5. *The consultant engaged by the Ministry to formulate a plan forward for development of the education system was concluded without satisfactory result.*

6. In November 2007 the Ministry engaged consultant Delores Kirk (the Consultant) to review the education system, its initiatives, structure and goals with a view to developing an up-to-date strategic plan for the sector and to provide recommendations for restructuring where necessary. Petty Contract #29/2007 was issued to Miss Kirk for a four month period at a cost of \$20,000.00 per month. There was no tendering for this assignment and nothing on file to indicate how the Consultant was identified or selected for this project.

7. The terms of reference provided in the contract required the Consultant to fulfill the following objectives:

- i. Conduct a comprehensive review of the education sector at all levels by examining the legal framework, policies, programmes, standards, regulation of the sector, enforcement of standards, organization and management and any other relevant areas with a view towards recommending improvement.
- ii. Assess in the medium and long term issues affecting the sector and the needs of the education system.
- iii. Develop a detailed strategic plan of action to address these issues and a detailed short term programme to improve the sector and ensure synchronization at all levels.

8. The objectives were further divided into the following specific areas:
 - i. Evaluate the 2000 Five Year Education Development Plan and make recommendations.
 - ii. Examine the organization of the Ministry and Department of Education and its management system and make recommendations for change where necessary.
 - iii. Examine the National Curriculum Redesign Project and analyze its relevance and appropriateness for the BVI.
 - iv. Examine and rationalize all other educational projects within the Ministry/Department of Education with regard to their relevance and effectiveness.
 - v. Examine the teaching/learning process with specific reference to the effectiveness of instruction in the classroom. (With Specific reference to the Reading programme).
 - vi. Assist the Management of the Education sector in putting the plan into effect and assist with identifying resources where they are not available in the country.
9. The contract stipulated commencement on 26 November 2007 and completion within four months thereafter unless extended by written agreement.

Challenges to the Consultancy

10. *Inadequate planning and implementation contributed to a number of challenges which compromised the effectiveness of the assignment.*
11. The consultancy was faced with a number of challenges which hindered its progress. Very early in the process some of the deficiencies of this engagement became apparent. These included:
 - i. Engagement of a consultant at a de facto rate of \$240,000 per annum without exploring other possible options to perform a role considered crucial to the redesign of the education system (ie. no competitive submissions);
 - ii. Apparent overextension of a one person consultancy to perform a comprehensive assignment within an unrealistic contractual period;
 - iii. Execution of a contract without receiving a proposal or performance outline from the Consultant on how the assignment would be performed and the objectives achieved within the timeframe outlined;
 - iv. Omission of important progress indicators reports, briefings etc. to allow administration to monitor what was being done (a Committee/Council was put in place subsequently but was not active.)

12. As the project unfolded progress was hindered by other challenges encountered. These included:

- i. Obvious lack of understanding by the Consultant of the scope and volume of the work involved;
- ii. Insufficient buy-in by the Department of Education and the Schools (Principals and Teachers);
- iii. Apparent lack of cooperation from key persons and agencies,
- iv. Unwillingness of Consultant to submit her methodology and time frame during initial contract period;
- v. Time wasted in exchange of lengthy correspondence which chronicled daily activities but provided no analysis or findings useful to the project.
- vi. Inability of the Consultant to push the project forward using available resources;
- vii. Ineffective data collection tools and methodology.

Selection of Consultant and Project Term

13. *Planning deficiencies included an apparent absence of due diligence in selection of the Consultant and an understated project period.*

14. In 2009 the Ministry of Education and Culture requested the assistance of the Caribbean Development Bank (CDB) for funding and resources for a review of the territory's education system. CDB recommended that a team be put in place for the study. The Bank provided two members of its staff for the assignment, and recommended a third person (Dr Keva Bethel) who was contracted as the full time consultant for that study. The Ministry added a local consultant (former Chief Education Officer Mr Elroy Turnbull) and assigned three other local persons to the team. The 1999/2000 study commenced on October 24 1999, information gathering, meetings, interviews and follow-ups were completed by May 2000 and the final report was dated October 2000.

15. Seven years later, the Ministry would seek to undertake a similar study which would follow-up on the recommendations made in the earlier reports and provide strategic direction for the Ministry and the education sector. The files do not indicate how Miss Delores Kirk was sourced for this assignment. There is no indication that efforts were made to verify Miss Kirk's suitability or to research possible alternatives, for what would be an important and impactful exercise for the territory's education system.

16. The tendering process was waived so that Miss Kirk could be engaged for the assignment. The comment from the Attorney General's Chambers dated 27 September 2007 noted that no reasons were advanced for the waiver and there was no indication that, at the very least, some form of short listing or prequalification of candidates had taken place.

17. The offer letter sent to Miss Kirk stated a project period of six months. The contract executed by the parties stipulated an engagement duration of four months, with a provision that

this could be extended by written agreement of the parties. The time allotted appears ambitious for a project of this breadth and scope. Notwithstanding, these terms were accepted by the Consultant.

Project Proposal Scope

18. *There was insufficient effort by the parties to ensure that the requirements and expectations of the assignment were fully understood.*

19. One of the most fundamental deficiencies was the failure of the Ministry to require the Consultant to submit a project proposal prior to execution of the contract. This would contain her understanding of the assignment, the methodology that would be employed, required resources and timeframe for accomplishing the same. After the assignment commenced a statement of methodology was requested of the Consultant on 18 December 2007. This request was repeated on 26 February 2008 and again on 17 March 2008. The Consultant submitted her first interim report on 25 March 2008 in which she outlined ten phases of the assignment that would require a minimum period of three years for completion.

20. In effect the proposal that should have been submitted before the contract was signed was submitted by the Consultant at the expiration of the contractual period at a cost to the Government of \$80,000.00.

21. Further, it appears that the Consultant agreed to undertake the assignment without full appreciation of her obligations under the contract. During the initial week of the consultancy Miss Kirk opined that the task was humanly impossible and stated that she assumed she would be working as a part of a team of consultants. Neither the contract nor the correspondence via which Miss Kirk was engaged discussed, or provided for, other consultants on the assignment. The terms of reference that were sent to the Consultant prior to her accepting the assignment did however provide that she would be required to work closely with senior managers in the education sector

Cooperation and Coordination

22. *Failure of the Ministry to ensure that its internal machinery was informed and onboard may have led to delays on the project.*

23. Another major oversight was the Ministry's failure to secure the buy-in of its departments and agencies for the project, prior to commencement of the consultancy. This coupled with Consultant's inability to garner a sufficient level of confidence and support from key personnel made it difficult for her to get the cooperation she needed for the assignment.

24. The Consultant's correspondence and reports documented difficulties obtaining assistance from the Department of Education both in terms of coordinating visits to schools and with respect to providing information on areas requested. In addition she also reported difficulties getting information from the National Curriculum Project Office and with receiving responses to questionnaires sent to teachers and schools. The Permanent Secretary had to intervene at times to ensure that requests made by the Consultant were actioned.

25. The Ministry also failed to name a senior person as liaison to assist the Consultant in coordinating her activities and requests with the various offices, schools and agencies. In the absence of this the Consultant's requests (regardless of significance) went through either the

Permanent Secretary or the Ag. Chief Education Officer. This arrangement would prove untenable as their other obligations limited the amount of time that they could devote to the project.

Support and Resources

26. *The Consultant inability to provide support resources for the consultancy and to secure the confidence of the personnel assigned by the Ministry to assist with the review, led to the project being under-resourced.*

27. 27. After commencing the assignment Miss Kirk made a number of requests for professional and administrative support. She made reference to the fact that previous similar assignments consisted of teams of consultants and that the Education Act contained stipulations for an education review committee which would consist of not more than five members.

28. 28. Miss Kirk was advised by the Permanent Secretary that she had the option to use her resources to hire persons to provide professional assistance to her consultancy. This cost would however be borne by the Consultant and not the Government. On this advice Miss Kirk commenced plans to engage an individual in early 2008, it appears that this engagement did not take place. The reasons for this are not apparent.

29. 29. In February 2008, the Government engaged a second consultant (Dr Charles Wheatley of Wheatley Consultants Ltd) whose terms of reference included assisting Miss Kirk with the review of the National Curriculum Redesign Project along with some other overlapping duties. In addition, Miss Kirk was advised that she should involve the Education Officers from the Department of Education as resource persons on the project. Miss Kirk's interactions with the second consultant were limited and she appeared unable to satisfactorily integrate the Education Officers as a part of the assignment. As a result, throughout the term of the engagement, Miss Kirk repeatedly expressed dissatisfaction at being the sole person on the assignment.

Approach and Information Gathering

30. *Inability to filter and control the volume of information requested, and to adjust methodology to accommodate information gathering requirements may have contributed to delays on the project.*

31. 31. The Consultant adopted a micro approach to the assignment which may have had the effect of overwhelming her resources and capabilities and contributing to the delays and lack of progress on the assignment.

32. 32. An extensive list of documents was requested from the Department of Education and other subsidiary offices and schools. Questionnaires were prepared and distributed to public schools for teachers and principals, the Consultant undertook multiple visits to the various public and private schools, agencies and offices. Focus groups were organized and individuals associated with various programmes were interviewed. Lengthy verbatim transcripts of the individual teachers' interviews were typed and presented in an interim report. The Consultant commented on the amount of personal time she was required to invest in the project, which she, stated, included typing over a thousand pages of text.

33. There appeared to be some level of frustration on the part of the individuals and agencies regarding the amount of documents requested by the Consultant. In some cases the Consultant required officers to prepare reports (within a format specified) so that these could be appended to her final report. This meant that the progress of the consultancy would depend on how quickly other individuals could devote time to prepare the requested documents. The end result was that a lot of time was spent waiting for documents and reports that, in some cases, would never materialize. No alternative methods of data collection were employed to save time and obtain the information needed.

34. The questionnaires developed by the Consultant were distributed to principals and teachers in the various public schools. Many of these were not returned until December 2008 at the end of the Consultant's extended term. Correspondence on file shows an initial reluctance by the Department of Education to distribute the questionnaires which they found to be cumbersome and difficult to understand. To facilitate the process the Department redid the teacher's questionnaire prior to distribution. The Consultant also required the participating teachers to submit "evidence to support their answers on the questionnaire" which may have served as a deterrent to submitting the same.

35. Non-submission of information was repeatedly cited by the Consultant as one of the main reasons for the project not advancing as it should. The Permanent Secretary, in an attempt to move the project forward, repeatedly encouraged the Consultant to work with the information she had received and to note in her report that which she had not. Despite this, the Consultant failed to produce a final report based on the information she had collected over the fourteen month period.

Adoption of a Subsequent Contract

36. *The contract to extend the consultancy was not made available for execution until eight months after the initial contract expired.*

37. Due in large measure to the challenges met by the consultancy, the initial contractual period expired without any significant performance on the objectives and with a proposal from the Consultant for a longer term (three year) assignment. The Ministry was not in favour of the long term consultancy proposal submitted by Miss Kirk. To salvage the assignment and set clear objectives for the Consultant, the scope of the assignment was amended and the project completion date was initially extended to 31 October 2008 then later to 3 December 2008. Remuneration and benefits would remain unchanged. The new terms of the assignment stipulated that the Consultant would:

- i. Wrap up the review process,
- ii. Involve all Education Officers in the consultancy as resource persons, particularly the Teacher Education and Technical Education programmes,
- iii. Attend meetings when invited to do so by the Minister of Education or Permanent Secretary,
- iv. Comment on the National Curriculum Redesign Project (NCRP) documentation or other information garnered from class visits in consultation with the Acting Chief Education Officer and the Coordinator of the NCRP.

38. The Consultant was allowed to continue work and was paid \$60,000.00 in October 2008 without the benefit of any written agreement. The new contract was made available for execution on 27 November 2008, one week before expiration of the consultancy. The document was presented to the Consultant for execution which she has repeatedly refused to sign choosing instead to rely on the terms of the expired contract.

39. A decision was then taken by the Ministry that no further payments would be made to the Consultant without execution of the contract. This position subsequently shifted and the Consultant was told that payment would be made upon submission of the final report.

Outputs and Outcomes

40. The results of the fourteen month Kirk Consultancy were very limited. After the contract period was extended, the scope was amended to place specific focus on completing the sector review and performing an assessment of the National Curriculum Redesign Project.

National Curriculum Redesign Project Review

41. In the period that followed expiration of the initial contract, Miss Kirk, under direct instruction from the Ministry, submitted a report on her review of the National Curriculum Redesign Programme.

42. The NCRP was established in 2002 in response to a recommendation made by the Cambridge Consultants in their 2001-2006 strategic plan for the education sector. NCRP was mandated to revise and implement a national curriculum that is standards based and relevant. The Ministry placed specific focus on the review of NCRP because although a significant amount of resources had been invested in researching and developing a new curriculum, implementation appeared to be slow to non-existent.

43. The Consultant assessed the programme by reviewing various documents, reports and records received from NCRP, interviewing the Coordinator in conjunction with the Permanent Secretary (PS) and Chief Education Officer and obtaining feedback from the teachers who were participants of the NCRP pilot via interviews and questionnaires. The examination was restricted by the Coordinator's inability to provide updated information and reports on the programme requested by the Consultant.

44. The Consultant's findings were conveyed in her second interim report dated 9 July 2008. In summary the Consultant found that there was;

- i. No evidence of a design brief or structured plan/guideline that would provide teachers with a systematic framework to carry out field testing exercises;
- ii. Some frustration and confusion among teachers who felt that the project and their involvement had not been adequately articulated to them.
- iii. Testing environment not sufficiently controlled to allow for proper implementation and assessment;
- iv. Apparent absence of a research methodology or structure to provide reliable and valid reports of the field testing exercises;

- v. Some discontent or dissatisfaction from teachers with having to do the research/preparatory work for the programme;
- vi. Some teachers feeling that they were not adequately trained for, or supported during, the research process;
- vii. An absence of adequate space and facilities for use of computer technology.

45. Based on this review, the Consultant recommended that the NCRP be discontinued because “the evidence received seemed to indicate that the NCRP team did not correctly and appropriately respond to and carry out the mandate given to overhaul the Education Sector.”

46. No recommendations were made on changes that would be required to make the programme effective, or whether the curricula that had been developed by NCRP in consultation with teachers and other educators was to be adopted, updated, suspended or discarded.

47. Notwithstanding the Consultant’s call to have the NCRP closed, her third interim report dated 16 July 2008 made recommendations for changes to the curricula without commenting on how these were to be achieved. The recommendations included:

- i. There be seamless developments of curriculum materials and an assessment framework from Pre-School to Secondary to TVET (Technical and Vocational Education and Training) to the Community College to include a range of skills, knowledge attitudes and behaviors, learning and teacher styles and stages.
- ii. The integration of new information and communication technologies and key skills be embedded into every subject area of the Curriculum.
- iii. Streaming of CXC aligned to the used curriculum in Secondary schools from Forms I-V and integrate the concepts within the Primary School Curriculum to ensure a solid foundation in the multidimensional and progressive development of teaching and learning concepts.
- iv. Evidence of a quality assurance system of supervision established for planning evaluating, monitoring, inspecting and supporting principals and teachers by... establishing a system for continuous monitoring of the Curriculum
- v. A one week intensive training workshop be set up for all teachers to collaborate and reflect on teaching and learning on the classroom for the school year 2007-2008 to align the *complete curriculum plan in use...*

48. No action was taken by the Ministry on the recommendation to close the NCRP office. A subsequent collaborative effort was undertaken by the NCRP and the Department of Education to update the existing curriculum in line with the OECS standards which was implemented in the primary schools during the 2009/2010 academic year.

Sector Review

49. The Consultant performed the sector review by examining documents, records, reports and legislation, interviewing principals, teachers and education officials, distributing questionnaires

to principals and teachers, attending focus groups, visiting schools, and observing lessons in progress. The process was restricted by unavailability of some of the documents requested and at times hindered by the tardy or non-cooperative response by education officials. The Consultant's third interim report dated on 16 July 2008 addressed matters related to the sector review. This report did not contain any presentation of findings, discussion of issues or analysis of data. It was comprised only of a list of forty-three recommendations, in no particular order.

- i. Nine recommendations dealt with revamping the early childhood education and preschool system in the BVI to set standards for the teachers, regularize the curriculum and to increase government's involvement and financial support;
- ii. Five dealt with providing for slow or remedial students in the system,
- iii. Six dealt with curriculum. Significant among these was a recommendation to discontinue the NCRP project;
- iv. Eighteen were actually not recommendations but were various requests for assistance, information, and additional time to complete the assignment;
- v. There were also various personal requests in the report which might have been more appropriately addressed via a separate letter to the Permanent Secretary.

50. The consultancy ended in December 2008 without the submission of a final report and strategic plan for the sector that was required by the terms of the agreement.

Costs – Delores Kirk Consultancy

51. The initial consultancy agreement as documented in Petty Contract #29/2007 made provision for the Consultant to be paid a total of \$80,000.00 over a four month period. Correspondence from the Minister to Miss Kirk dated 28 September 2007 offered remuneration of \$20,000.00 per month for the consultancy. Correspondence on the files indicate that this is based on an assumed hourly rate of \$300-\$450 per hour negotiated downwards to \$20,000.00 per month. There is no discussion on why a fixed fee for the assignment was not adopted or even considered.

52. In addition the Government also agreed to pay the Consultant's housing, transportation, taxes, social security, health insurance and airfare. The contractual period was extended by an additional ten months with the same fee structure and benefits. The costs to the government of this consultancy were as indicated below.

Consultancy Fees Paid	178,072.00
Consultancy Fees Pending	104,666.66
Consultant Fees	<u>282,738.66</u>
Transportation	13,650.00
Rent	31,200.00
Other	350.00
	<u><u>327,938.66</u></u>

53. These amounts do not include payments made for payroll taxes, social security and health insurance.

Leave Remuneration

54. During the term of the assignment the Consultant took two leave periods. The first occurred at the end of the initial contractual period for three and a half weeks from 26 March – 21 April 2008 for Miss Kirk to consult with her professors. The second was during the month of August 2008 for personal reasons. It is not clear why the Government is obligated to pay Miss Kirk for time taken off from the assignment whether for personal training or vacation time. The contract document provides that the Consultant is not an employee but an independent contractor. As such the Consultant does not accumulate leave or training privileges under this arrangement. While payment for the first absence may be deemed justifiable, the consultant is not in a position to claim payment for her absence during the month of August 2008.

Rent Overpayment

55. Rent payments were made for a period of twenty six months. After conclusion of the contract, for reasons not stated, the Ministry agreed to cover the consultant's rent until January 2009. However through an apparent administrative error, the rent payments continued until November 2009. The rent paid in error totaled \$12,000.00. Steps should be taken to recover this amount.

Costs for 1999/2000 Consultancy

56. The 1999/2000 Consultants Dr Bethel and Mr Turnbull were paid \$24,000.00 and \$30,000.00 respectively, in full, on that assignment. The total charges for the 1999/2000 study, inclusive of the consultants' fees, were \$66,937.29.

Current Status

57. At the time of writing, the consultancy period had expired, but a final report had not been received from the Consultant. Cheques totaling \$104,666.66 had been prepared but not issued. At this time:

a. The Consultant has:

- i. Refused to sign the second contract,
- ii. Failed to produce a final report at the end of the extension period (December 31 2008),
- iii. Failed to show up for meetings scheduled with the Minister on 26 and 27 November 2008,
- iv. Sent various correspondence to the Ministry complaining of unfair terms and treatment and asking for more time and resources;
- v. Consulted an attorney who has written to the Ministry threatening to take action if she is not paid;
- vi. Requested that the matter be remediated in accordance with the terms of the initial contract;
- vii. Copied correspondence on this matter to her church pastor and elders stating that she intends to have the matter deliberated by them.

b. The Ministry has:

- i. Consulted with the Attorney General’s Chambers on the way forward;
- ii. Attempted to secure execution of a second contract;
- iii. Informed the Consultant that further payment would not be made without the submission of the final report;
- iv. Withheld final payment pending submission of the Consultant’s Report;
- v. Repeatedly requested the Consultant to complete and submit the report based on the research performed over the previous 14 months,
- vi. Extended the period for submission to 31 January 2009 and later to June 2009.

c. The Attorney General’s Chambers has advised, inter alia, that:

- i. After the first contract expired, the government should not have continued the relationship without putting another agreement in place;
- ii. The consultant is not entitled to further payment until the report is submitted;
- iii. The Consultant cannot rely on the terms of the initial contract for remediation as that contract has expired and is no longer in effect;
- iv. The Government should give the Consultant sufficient time to complete the report;

58. In addition, from a review of the correspondence on files and information garnered in interviews there appear to be a growing body of opinion by senior individuals related to the project, that the unsatisfactory outcome on this consultancy was because the Consultant lacked the competencies required for an assignment of this scope and magnitude.

59. In effect the Consultant had been paid \$178,422.00 and the Government is still awaiting submission of a Final Report and Strategic Plan in order to bring closure to the consultancy.

Conclusion

60. The Ministry of Education and Culture has developed a vision for the education system of the Virgin Islands that is both ambitious and progressive. The Ministry in what appears to be an attempt to expedite the education system review process severely compromised its ability to secure suitably qualified resources by failing to solicit competitive submissions from qualified quarters or seek the assistance of agencies capable of managing a project of this scope and nature.

61. The result has been the engagement of Consultant Delores Kirk who appears challenged and overwhelmed by the assignment undertaken. Although there was some acknowledged resistance within the Department of Education, this was compensated for with extension of the contractual term from four to fourteen months and the reduction of the consultant’s obligations under the contract. The outcome has been an incomplete project with possible legal ramifications.

62. The National Curriculum Redesign Project office appears to be functioning without direct input or guidance from the Department of Education which is ultimately responsible for the content of the schools’ syllabi and curricula. There is an immediate need to provide definition, structure and timed outcomes for this office.

Recommendations

- 1) Competitive submissions are essential to the attainment of Value for Money when engaging major contracts. This is especially so for projects that requires highly specialized knowledge and expertise and where the outcome is expected to have broad territory wide impact. For projects of this nature prudence dictates that agencies with known competencies and resources are consulted as possible resources or at the least to provide guidance where this could be attained.
- 2) The Ministry must take steps to employ a competent resource to assist in developing a strategic plan for the education system that is in line with its progressive mandate.
- 3) Steps should be taken to bring closure to the Delores Kirk consultancy issues. Further consultation with the Attorney General’s Chambers is required to determine the best way to achieve this.
- 4) There is a need to provide structure and timed goals for the NCRP. Better supervision, monitoring, and follow-through is required if the Government is to obtain full benefit of this resource. Lines of reporting need to be established to include the Chief Education Officer. It is unclear whether the intention was for the office to be temporary or perpetual.
- 5) If the intention was for the NCRP office to be perpetual, then consideration must be given to expanding its duties as a project office to include other matters such as the regularization of the preschool system.
- 6) Comprehensive reports are essential to provide the Ministry with sufficient information to support its decision making process. The consultants’ reports submitted to the Ministry should provide detailed discussion of the subject matter, including findings, assessments of the issues, implication, challenges and progress. Where recommendations are made, the report should detail the requirements for implementation and the expected outcomes.

Sonia M Webster
Auditor General
Office of the Auditor General
British Virgin Island