

SARASOTA COUNTY SCHOOLS
DRAFT CONSULTANT CONTRACT
FOR CONSULTANT SERVICES BETWEEN

Vermilion Education, L.L.C.
90 Reading Avenue
Hillsdale, MI 49242

Sarasota County Schools
1960 Landings Blvd.
Sarasota, FL 34231

Hereinafter referred to as Consultant

Hereinafter referred to as District

The District hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant's services under this Agreement shall commence on April 10, 2023 (hereinafter referred to as the Effective Date), and end July 10, 2023 or within sixty (60) days of receiving the final materials to be reviewed as expressed in writing by the District, whichever is later. The Agreement may be renewed at the initiative of the District, and if mutually agreed upon by both parties.
2. The Consultant will review all of the following materials as shared by the District as part of a District Improvement Study:
 - a. Textbook lists/invoices from the last five (5) years
 - b. Library book lists/invoices from the last five (5) years
 - c. Sample lesson plans
 - d. Sample assignments and activities
 - e. Sample assessments (formative and summative)
 - f. Sample online learning programs, modules, videos
 - g. Sample district recommended or supplemental resources
 - h. List of past professional development firms and invoices
 - i. Professional development materials
 - j. Professional development online training modules, videos, and other resources
 - k. Guidance counseling policies, practices, and materials
 - l. Collective Bargaining Agreement
 - m. Strategic Plan
 - n. District student policies and practices
 - o. District discipline policies and practices
 - p. Procurement policies and processes
 - q. Student surveys or check-ins
 - r. Parent access and transparency policies
3. The District will grant electronic remote access or else ship via mail the above materials to Consultant, at District expense. The Consultant will review any materials shared in either of these two ways. Unless otherwise noted, any shared materials will not be owned by the Consultant but shall be returned to the District by the end of the study, at District expense.
4. The Consultant will conduct a three-day site visit to three select District schools (one elementary, one middle, and one high school) of the board's choosing as a sample of

instruction included in the District Improvement Study. Travel and lodging expenses will be billed as incurred.

5. The Consultant will write and publish a District Improvement Study Report and a District Improvement Plan. The Consultant will print a sufficient number of copies of these publications for all board members and leading district administration. Additional copies may be printed at the request of the District and will be billed as occurred.
6. The Consultant will be available to present and answer questions concerning the District Improvement Study Report and the District Improvement Plan at a school board meeting once each is published. The Consultant will attend the meeting in person at the District's request, with travel and lodging expenses billed as incurred.
7. Student names will not be made available to Consultant. Names of faculty will not be used in any report or information intended for sharing with the public. The Consultant will not give any recommendation on the hiring or dismissal of a candidate or current District employee.
8. Any correspondence or deliverable from Consultant will not be construed to be a legal interpretation or advice, as Consultant does not offer legal advice.
9. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Bridget Ziegler** on behalf of the District, and by Jordan Adams, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when emailed, provided that notice of default or termination be sent by registered or certified mail, or if personally delivered, when received by such party.
10. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the Sarasota County Schools.
11. Consultant agrees to hold harmless and indemnify the Sarasota County Schools, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the District, its officers, agents or employees.
12. Consultant agrees to report to the District any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the District to liability. Consultant shall report any such event to the District immediately upon discovery. Consultant's obligation under this paragraph shall only be to report the occurrence of any event to the District and to make any other report provided for by Consultant's duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the District under this paragraph shall not excuse or satisfy any obligation of Consultant to

report any event to law enforcement or other entities under the requirements of any applicable law.

- 13.** The Consultant will comply with all federal, State and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 14.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
- 15.** The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Consultant further agrees that it will immediately notify the District if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency. The Consultant further certifies that neither it nor its principals have, within a three (3) year period preceding the awarding of this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local transaction or contract or been convicted of a violation of federal or District antitrust statutes, embezzlement, theft, forgery, bribery, falsifications, destruction of records, making false statements, or receiving stolen property. Consultant further certifies that neither it nor its principals have, within a three (3) year period preceding this contract, had a federal, state, or local transaction terminated for cause or default.
- 16.** Consultant shall maintain documentation for all work performed or money received under this Agreement for a period of five (5) full years following completion of this Agreement. This documentation may be subject to audit, at any reasonable time and upon reasonable notice, by state or federal authorities.
- 17.** Consultant acknowledges that the District and its agencies are public entities and thus are bound by **Florida** open meetings and open records laws. It is therefore not a breach of this agreement for the District to take any action that the District reasonably believes is necessary to comply with the **Florida** open records or open meetings laws, including but not limited to posting this Agreement on the District's website.
- 18.** This Agreement shall be governed by and construed in accordance with the laws of the State of **Florida**. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, **XXX** Judicial Circuit, **XXX** County, **Florida**.
- 19.** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. This agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

21. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

22. State or District non-discrimination clause.

23. The District will make payment for the services in the below budget:

Material review, site visit, analysis, report and plan writing and publishing: \$TBD

Estimated travel, lodging, and extra printing (will be billed as incurred): \$TBD

Contract Total: \$TBD

24. The total contract amount is invoiced according to the following schedule:

Upon receipt of signed contract: 1/2 of contract amount

Upon June 1, 2023: 1/3 of contract amount plus any expenses

Upon July 10, 2023: 1/6 of contract amount plus any expenses

This Agreement is intended to govern only the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

In witness hereto the parties signify their agreement by signature affixed below:

Jordan Adams, Founder
Vermilion Education, L.L.C.

Name, Title
Sarasota County Schools

Date

Date