

**SARASOTA COUNTY SCHOOLS  
CONSULTANT CONTRACT  
FOR CONSULTANT SERVICES BETWEEN**

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

**The School Board of Sarasota County, Florida  
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 upon approval by the District at a noticed School Board meeting (hereinafter referred to as the Effective Date), and end July 18, 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. Such site visits shall be coordinated with the Superintendent to ensure reasonable access in a manner that does not meaningfully disrupt the educational process. Reasonable travel and lodging expenses will be billed as incurred in a manner consistent with district travel and reimbursement rates.
5. The Consultant will write and publish a District Improvement Study Report and a District Improvement Plan. The Consultant will print and deliver copies of these publications to all Board members and the Superintendent. Additional copies may be printed at the request of the District and will be billed as incurred at commercially reasonable rates for the Sarasota County region for the cost of re-print.
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 reasonable travel and lodging expenses billed as incurred in a manner consistent with district travel and reimbursement rates.
7. Consultant will comply with all federal and state privacy and other student laws, including the Family Educational Rights and Privacy Act (FERPA). 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. 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 the District's Board Chair 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. Consultant shall at all times be acting in the capacity of independent contractor, and not as an officer, employee, or agent of the District. Neither Consultant nor its respective agents, employees, vendors, subcontractors, or assignees shall represent to others that it has the authority to bind the District unless specifically authorized in writing to do so. No right to District retirement, leave benefits, or any other benefits of the District's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. The District shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for Consultant or Consultant's officers, employees, vendors, agents, subcontractors, or assignees.
11. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of

this Agreement is barred by any applicable statute of limitations. Consultant agrees to indemnify, hold harmless, and defend the District, its agents, Board members, servants, students, parents, vendors, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the District, its agents, servants, Board members, students, parents, vendors, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Consultant, its agents, servants or employees; the equipment of Consultant, its agents, servants, or employees while such equipment is on premises owned or controlled by the District, or the willful or negligent acts or omissions of Consultant or the willful or negligent acts or omissions of Consultant's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the District's property, and injury or death of any person whether employed by Consultant, the District, or otherwise.

- 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.** Nothing herein is intended to serve as a waiver of sovereign immunity by the District or other any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 14.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.
- 15.** 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.

- 16.** The performance and obligations of the District under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the District does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the District at the end of the period for which funds have been allocated. The District shall notify Consultant at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
- 17.** Any party receiving funds paid by the District under this Agreement agrees to promptly notify SBSC of any funds erroneously received from SBSC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBSC.
- 18.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
- 19.** 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.
- 20.** Consultant shall maintain documentation for all work performed or money received under this Agreement following completion of this Agreement in a manner consistent with Florida's public record laws and retention schedules. This documentation may be subject to audit, at any reasonable time and upon reasonable notice, by state or federal authorities.
- 21.** 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.

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant shall keep and maintain public records required by the District to perform the services required under this Agreement. Upon request from the District's custodian of public records, Consultant shall provide the District with a copy of any requested public records or to allow the requested public records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term, and following completion of the Agreement if Consultant does not transfer the public records to the District.

Upon completion of the Agreement, Consultant shall transfer, at no cost, to the District all public records in the possession of Consultant or keep and maintain public records required by the District to perform the services required under the Agreement. If Consultant transfers all public records to the District upon completion of the Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the District's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE DISTRICT RECORDS CUSTODIAN AT 101 OLD VENICE ROAD, OSPREY, FL, 34229, (941)486-2166.**

22. 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 the Circuit Court, Twelfth Judicial Circuit, Sarasota County, Florida.
23. 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.
24. 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.
25. 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.
26. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, military or veteran status, gender identity, marital status, national origin, religion, genetic information, sex, sexual orientation, or other protected classification under state or federal law in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

**27.** Pursuant to Florida Statute 448.095, Consultant and any vendor utilized by Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant hereby represents and warrants, as required by Florida Statute 448.095(2)(b)(1) that it does not employ, contract with, or subcontract with unauthorized aliens. Additionally, upon request, Consultant shall submit an affidavit to the District stating such.

**28.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Entering into this Agreement constitutes certification by Consultant that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Consultant further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Consultant further understands that any Agreement with the District for goods or services of any amount may be terminated at the District's option if Consultant (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel.

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

- Material review, site visit, analysis, report and plan writing and publishing
- Estimated travel, lodging, and extra printing (will be billed as incurred)

**Contract Total:**

**\$28,000**

**30.** 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 18, 2023:	1/6 of contract amount plus any expenses

**31.** 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.

**(SIGNATURE PAGE TO FOLLOW)**

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

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

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Date

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Bridget Ziegler, Board Chair  
The School Board of Sarasota County, Florida

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Date