



THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY
5775 Osceola Trail
Naples, Florida 34109

CONTRACT NUMBER: 18-600

Blanket Manual

9429
Req Center

Date
7/1/18
Req #

CONSULTANT NAME, ADDRESS AND PHONE #
Schoolhouse Consulting Group, Inc.
571 Kingsbury Terrace
Wellington, FL 33414
(561) 644-2439

V#	SHIP TO	SCHOOL OR DEPARTMENT	
23308		School and District Operations	
FUND	FUNC	OBJECT	BUDGET CENTER
100	7200	310	9429
PROJECT	LEGIS		
		BID/QUOTE#	

EDUCATIONAL CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT dated the 1 day of July, 20 18, between the District School Board of Collier County, Florida, (BOARD) and

Schoolhouse Consulting Group, Inc. (CONSULTANT) recite the following mutually agreeable terms between the parties:

- TERM:** The term of this Agreement shall begin on July 1, 20 18, and shall terminate on June 30, 20 19. However, upon recommendation of the Superintendent of Schools, this Agreement may be terminated with or without cause after thirty (30) calendar days notification to the CONSULTANT. The CONSULTANT shall notify the BOARD, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. In the event the BOARD terminates the services of the CONSULTANT for convenience, CONSULTANT'S recovery against the BOARD shall be limited to that portion of the compensation earned through the date of termination and the CONSULTANT shall not be entitled to any other or further recovery against the BOARD, including but not limited to, damages or any anticipated profit on portions of the work not performed.
- DUTIES:** The CONSULTANT shall report to and coordinate activities with the administrator (insert name) Sarah Woofter (ADMINISTRATOR) responsible for performance under this agreement. The specific duties shall be listed in narrative form and be attached to this agreement as APPENDIX "A."
- EXPENSES:** The BOARD shall not be liable or responsible for any expenses of the CONSULTANT. The BOARD considers the compensation enumerated in Item 4 to be all inclusive. Any and all expenses such as travel to, from and within Collier County, lodging, sustenance, materials, supplies and equipment necessary must be included into the daily rate or the per engagement fee. The BOARD is required by Internal Revenue Service regulations to report amounts paid to consultants and other service providers. The BOARD does not accept any responsibility for apportioning amounts paid to reflect any expenses of the CONSULTANT.
- COMPENSATION:**
 - The BOARD shall provide \$ 48,500 as compensation for the duties detailed in Appendix A. Payments may be contingent upon completion of individual phases of the assignment and payment shall be made in the amounts and phases set forth in Appendix A.
 - The CONSULTANT, upon completion of the specified duties, shall submit an invoice to the school system ADMINISTRATOR.
 - The BOARD shall issue payment within 20 days of receipt in the Business Office of the invoice certified for payment by the ADMINISTRATOR.
 - An IRS W9 form must be attached. Payments to individuals must reflect SS #. Payments to companies must reflect a taxpayer identification number.
- BENEFITS:** The BOARD shall have no responsibility or obligation whatsoever for Workers' Compensation, Unemployment Compensation, life insurance, health care, retirement or any other benefit of or to the CONSULTANT. The CONSULTANT shall be considered to be an independent contractor without any rights afforded to an employee. The CONSULTANT shall also be expected to provide all insurance coverage necessary to protect the CONSULTANT and any employees or agents of the CONSULTANT.
- INJURIES:** The CONSULTANT acknowledges the CONSULTANT'S responsibility to obtain appropriate insurance coverage for the benefit of the CONSULTANT and his/her employees. The CONSULTANT waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
- BULLYING AND HARASSMENT:** Vendor agrees to abide by provisions of Board Policy 5517.01 for non-tolerance of bullying and harassment of all students and employees.
- INDEMNIFICATION:** The CONSULTANT agrees to indemnify and hold harmless the District School Board of Collier County, Florida, (BOARD) from all claims, losses, expenses and fees including attorney, fees costs and judgments that may be asserted that are the result of the acts or omissions of the CONSULTANT or the CONSULTANT'S employees or agents.
- ASSIGNMENT:** The CONSULTANT'S obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the ADMINISTRATOR.
- INTELLECTUAL PROPERTY:** Intellectual Property shall be defined as copyrightable works, ideas, discoveries, inventions, applications for copyrights and patents. Any improvements to Intellectual Property held by the CONSULTANT, further inventions or improvements, and any new items of Intellectual Property discovered or developed under the terms of this Agreement shall be the property of the BOARD. The CONSULTANT shall sign all documents necessary to perfect the rights of the BOARD in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.
- TERMINATION:** Notwithstanding any other provision of this Agreement, the Superintendent may terminate this Agreement without the notice provided for by section 2 of this Agreement, for early completion of the project, financial exigency and or any just cause. In the event the BOARD terminates the services of the CONSULTANT for cause and it is determined for any reason that the CONSULTANT was not at fault or that its default was excusable, then the CONSULTANT'S remedies against the BOARD shall be the same as and limited to those afforded to the CONSULTANT under section 2 above.
- WAIVER OF BREACH:** The waiver by the BOARD of a breach of any of the provisions of this Agreement by the CONSULTANT shall not operate or be construed as a waiver of any subsequent breach.
- ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties. It may not be modified other than by a written agreement, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This agreement shall not be binding until all signatures are affixed hereto.
- SAVINGS CLAUSE:** If during the term of this Agreement, it is found that a specific clause is illegal under federal or state law, the remainder of the Agreement shall not be affected but shall remain in full force and effect.
- LAWS IN EFFECT:** This Agreement shall be governed by the laws of the State of Florida and any action to enforce any provision of the Agreement shall be filed in Collier County, Florida. Consultants shall be aware of and comply with the requirements of Florida Statute 119.0701 in regards to their responsibility to retain public records.
- All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For CONSULTANT _____ Date 6/12/18
Signature

Vernon A. Pickup-Crawford
Print Name

571 Kingsbury Terrace
Address

Wellington, FL 33414

20-0210864 (EIN)
SS# or TIN

For BOARD
The District School Board of Collier County, Florida

[Signature] _____ Date 6/11/18
Superintendent

Associate Superintendent for Curriculum and Instruction Date

Other Title: Date

PO# _____

ADMINISTRATOR, The District School Board of Collier County

Date _____
Reviewed: J. Fishburne

Date
Certification of Completion

EDUCATIONAL CONSULTANT'S SERVICES AGREEMENT

INSTRUCTIONS

1. This agreement is designed for use primarily by schools and departments to encumber funds and subsequently pay educational consultants for work completed or for inservice provided. It may be used for other short term (less than six months) consultants but not for architects, engineers or other types of design or construction related professionals.
2. Prepare agreement.
 - a.) Provide the full accounting code (Fund/Function/Object/Budget Center and Project if applicable) to which you want this expense charged.
 - b.) Enter the date, name, address and phone number of the consultant in the space provided.
 - c.) Input requisition into AS400 system and complete the Consultant Agreement to serve as the requisition for the Purchasing Department.
3. Term: Enter the beginning and ending date for the consultant.
4. Duties: Enter the name of the District School Board of Collier County employee (Administrator) who will be responsible to ensure that the consultant performs the specified assignment.
5. Compensation: Insert the total payable to the consultant.
 - a.) On a separate page, labeled as Appendix A – (consultant's name), write all of the duties assigned to the consultant. Include the specific title and date for inservice training and/or specific work product to be produced by the consultant. Attach a copy of Appendix A to the Educational Consultant Agreement form.
 - b.) Payment will be made only once upon completion of the inservice or receipt of the work product unless you specify interim payments based on partial completion.
6. The consultant and the administrator must sign and date the agreement in item #16 of the agreement. The consultant must include his address, and SS# or taxpayer identification number.
7. The agreement and a properly executed New Vendor Information and W-9 forms (if applicable) shall be forwarded to the Associate Superintendent Office, C&I and/or Purchasing Department not less than two (2) weeks before the service is to begin.
 - a.) The only time we would not need this contract filled out, is when the consultant has their own contract that they wish to use. Otherwise, without exception, the Educational Consultant Agreement must be filled out and used.
8. The Legal Department will review the agreement, request insurance if necessary, approve and assign the contract number. The document set will be forwarded to the appropriate Deputy Superintendent/Associate Superintendent for C&I for signature, who will return the document set to the Purchasing Department to be processed into a Purchase Order.
9. The Purchasing Department will enter the purchase order number on the agreement; prepare and attach the actual purchase order to the copies as required; mail the agreement and purchase order to the consultant and forward the appropriate copies to the administrator.
10. Upon completion of the assignment, the consultant will submit an invoice. The administrator will be required to verify the purchase order number and the amount of the invoice. If invoice is deemed proper, the administrator will date and sign the invoice and the receiving copy of the consultant agreement's purchase order. The certified invoice and the receiving copy shall both be forwarded to Accounts Payable for payment processing.
11. Any questions regarding the use of this agreement must be directed to the appropriate Deputy Superintendent/ Associate Superintendent for C&I. Questions concerning status or payment should be directed to Purchasing (239) 377-0066 or Accounts Payable at (239) 377-0044, as appropriate.

EXHIBIT A TO EDUCATIONAL CONSULTANT'S AGREEMENT

I. Introduction:

From the period of July 1, 2018 through June 30, 2019, Consultant, Schoolhouse Consulting Group, Inc. ("Consultant") shall undertake and provide governmental and legislative representation and advice to the District School Board of Collier County ("the District"). Such representation shall include lobbying related services in accordance with Florida, especially F.S. §11.045 and §112.3215. Consultant will register on behalf of the District as its principal in accordance with Florida law.

II. Consultant's Duties and Responsibilities:

Consultant will undertake, perform, and focus on the following services, and any others that might, from time-to-time, be necessary.

- Coordination with designated Board members and staff in the preparation, communication, and advocacy of the School Board's legislative program for 2019, both federal and state, for School Board approval and dissemination, including presentation to the Collier County Legislative Delegation;
- Periodic written and verbal reports as requested and scheduled for Board Members and staff;
- Distribution of "FYI's" from sources to SCGI concerning state and federal issues to the district (Superintendent or designee) on a routine basis;
- Arrangement of meetings as requested by Board Members and staff with individual legislators including any pre-session committee meetings the calendar year;
- Wrap-up session on results of the 2019 regular Florida session and as well as Congressional results for 2018, and the first six months of 2019.
- Tracking and reporting on activities of legislative and executive branches as well as Congressional activities through June 2019.
- During the term of this Agreement, in the event Consultant would need legislative, governmental, and lobbying related support services, Consultant shall subcontract with a recognized lobbying firm at its discretion. Consultant will be responsible for (a) ensuring any such person who is employed by such firm and involved in the provisions of lobby services be duly registered in accordance with Florida law; (b) entering any such subcontracting agreement; and (c) payment of any and all fees and costs associated with the subcontract;
- Consultant will apprise the District of the names of all persons with whom it is working in the provision of services, including those who will be registered as a lobbyist on behalf of the District, related to the terms of this Agreement; and
- In the event of any actual or perceived conflict of interest, Consultant will promptly notify the District and make every reasonable effort to resolve the issue.
- Consultant shall comply with House and Senate rules pertaining to lobbying;
- Provide assistance to designated district staff as part of legislative orientation for 2019 session;

District Duties and Responsibilities:

- Designate primary point-of-contact for two-way communications to the Superintendent, School Board Members, and appropriate staff on legislative issues and materials;
- Provide directory of key staff (phone/email) and after-hours contact numbers for possible use during the session;
- Analyze and provide feedback (immediate during the session) on impact to the District of specific bills and appropriations proposals; and
- Provide "Head-up" on any issue(s) in which you or the School Board have a specific concern or interest.

IV. Payment:

- In consideration of the foregoing, Consultant will be paid the sum of \$48,500.00. Such amount will be paid as follows: (a) \$16,000.00 upon acceptance of this Agreement; and (2) two payments of \$16,250.00 to be invoiced and paid in November 2018 and March 2019 respectively.
- In the event of a special session/s, both parties may agree on a supplemental agreement for submission to the Superintendents and School Board for approval.