

# FLORIDA VIRTUAL SCHOOL CONSULTING AGREEMENT

**Master Service Agreement for Professional Services**

**MSA NO.:** CON1672860101SERVICES

1. This Agreement is entered into between FLVS and the Contractor named below:

Entity Name  
Florida Virtual School (hereafter called FLVS)

Contractor's Name  
JEJ & Associates (hereafter called Contractor)

2. Maximum Amount of this Contract: **\$16,000.00**

3. Authorized Person to Receive Contract/Approval Notices for FLVS (Project Manager):

Name: Holly Sagues  
 Title: Executive Director, Policy & Accountability  
 Email: [hsagues@flvs.net](mailto:hsagues@flvs.net)  
 Telephone: 407.513.3316

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

**Attachment 1 – FLVS Consultant Agreement Terms and Conditions for Services**

Authorized Contractor representative(s) has read the foregoing document and, by executing this the Master Service Agreement, agree and accept such terms effective as of the date indicated below the Contractor's signature

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the day and year below stated.

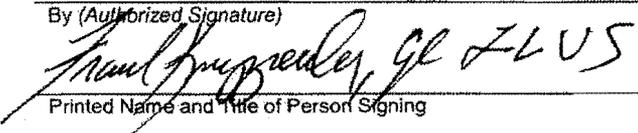
5. **LENA JUAREZ** **Consultant**

Consultant's Name  
JEJ & Associates

By (Authorized Signature) 	JEJ & ASSOCIATES, PRESIDENT	Date Signed 11/11/16
Printed Name and Title of Person Signing	Telephone: 407-843-0013	Fax:
Address: 105 East Robinson Street Suite 300, Orlando, Florida 32801		Email: <a href="mailto:lena@jejassoc.com">lena@jejassoc.com</a>

6. **FLVS**

FLVS Name  
Florida Virtual School

By (Authorized Signature) 	Date Signed 11/7/16
Printed Name and Title of Person Signing	
Address: 2145 Metrocenter Blvd. Suite 100, Orlando, FL 32835	

**FLORIDA VIRTUAL SCHOOL  
ATTACHMENT 1  
CONSULTING AGREEMENT  
Terms and Conditions for Services**

This Master Services Agreement for Professional Services, between JEJ & Associates and Florida Virtual School is made as of the date acknowledged and agreed to on page 1. The following are hereby incorporated into the aforementioned Terms and Conditions of this Agreement.

**WHEREAS**, The Florida Virtual School (hereinafter referred to as FLVS) will from time to time require certain services.

**WHEREAS**, JEJ & Associates (hereinafter referred to as the CONSULTANT) is able and willing to provide such services under the terms and conditions hereinafter set forth; **NOW, THEREFORE** in consideration of the premises and the mutual Agreement hereinafter set forth, the parties hereto mutually agree as follows:

**Article I - Character and Extent of Services**

The CONSULTANT shall provide services in connection with projects and programs in which FLVS is participating, when requested by the representative of FLVS, or such other person or persons as may from time to time be designated.

The CONSULTANT will:

It shall be the Consultant's duty to advocate the interests of FLVS before the Florida Legislature and executive agencies for Florida government. Included within the scope of the Consultant's duties is the advocacy for passage or defeat of legislation that is relevant to FLVS. It shall further be the Consultant's duty to inform FLVS of developments in legislation and policy relevant to FLVS operations. Consultant will assist FLVS in its dealings with the Florida Department of Education.

All consultants' report to and are accountable to the Florida Virtual School General Counsel, who is responsible for the execution of the FLVS legislative plan. The consultant may at times, being given assignments by other FLVS representatives as authorized by the Board of Trustees, President/CEO, or General Counsel.

To ensure that FLVS is well represented in each area of state government, three or four consultants may be retained.

**SCOPE OF SERVICES TO BE PROVIDED**

A. Legislative Representation

1. Seek advice from FLVS staff members, in conjunction with other consultants, with the respect to the information necessary for the proper presentation of FLVS's views, needs,

and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.

2. Arrange conferences between FLVS staff members and appropriate members of the Legislature and /or their respective aides and staff facilitate communication and understanding with FLVS.
3. Advocate the passages of legislation which FLVS identifies as being in FLVS's best interest, including but not limited to maximizing education funding for virtual education.
4. Research new members and report relevant findings to FLVS.

**B. Regulatory Representation**

1. Advancing request for funding for various educational projects to the Florida Legislature, Executive Branches and other governmental agencies and alternative state funding sources.
2. Seeking to maximize appropriations for the then current fiscal year for projects that are in Florida Virtual School's best interest.
3. Advance long-term initiatives and state policy that will benefit Florida Virtual School.

**Article II - Period of Performance**

This Agreement shall remain in effect not to exceed five (5) years from the effective date specified above, with annual renewal options.

**Article III – Compensation**

In full monetary consideration for this Agreement and the services to be performed by the CONSULTANT hereunder, FLVS will pay the CONSULTANT using the following schedule of billing rates: \$2,000.00 per month from November 1, 2016 through June 30, 2017.

In addition, FLVS will reimburse the CONSULTANT for reasonable out-of-pocket expenses incurred in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, School Board policies and procedures.

**Article IV - Payment and Invoicing**

CONSULTANT shall submit invoices to FLVS, together with such supporting documentation as FLVS may reasonably require. Invoices shall be submitted to the Project Manager and to the Finance Department, Accounts Payable Division at FLVS.

Invoices should be submitted upon completion of work. A detailed invoice must be approved by the Project Manager prior to payment. FLVS will only reimburse CONSULTANT for expenses incurred in performing services authorized in advance by FLVS project manager. FLVS shall pay to the CONSULTANT fees for services within thirty (30) days of receipt of invoice.

Pursuant to § 287.058(1), F.S.: (a) bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Travel expenses will be reimbursed only if expressly authorized by the terms of this Agreement. Bills for any travel expenses shall be submitted in accordance with § 112.061, F.S.

Unless otherwise agreed in writing by FLVS and the CONSULTANT, the CONSULTANT shall not be entitled to receive any other payment or compensation from FLVS for Services provided by or on behalf of the CONSULTANT under the Agreement. The CONSULTANT shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Agreement.

#### **Article V - Assignment and Subcontracting**

CONSULTANT'S obligations authorized under this Agreement are not assignable or transferable and CONSULTANT agrees not to subcontract any of the work authorized hereunder without the prior written approval of FLVS, which approval may be reasonably withheld.

#### **Article VI - Liability**

CONSULTANT specifically agrees by acceptance of this Agreement to save harmless and indemnify FLVS against all loss, liability, damages, and expenses caused by or connected with the work of CONSULTANT hereunder. It is understood that the intent of this provision is to absolve and protect FLVS from any and all loss, liability, damages or expenses caused by or connected with the work of CONSULTANT hereunder whether through the negligence or willful actions of the CONSULTANT, its agents and assigns.

Consultant shall be compliant with the Jessica Lunsford act for the duration of this Agreement. Consultant, Consultant's personnel, employees, and sub-contractor(s) who are permitted access on school grounds when students are present, who have direct contact with students, students records and/or data or who have access to or control of school funds must meet level 2 fingerprinting background screening requirements.

#### **Article VII - Ownership of Work Product**

All technical data, evaluations, reports and other work product of CONSULTANT hereunder shall become the property of FLVS and shall be delivered to FLVS upon completion of services authorized hereunder. CONSULTANT may retain copies thereof for its files and its internal use.

#### **Article VIII - Independent Contractor Relationship**

In the performance of services hereunder, CONSULTANT shall be an independent contractor with the sole authority to control and direct the performance of the details of the work, being interested only in the results obtained.

#### **Article IX - Guarantees and Warranty**

CONSULTANT warrants and guarantees that the work shall be performed and completed in a workmanlike manner satisfactory and acceptable to FLVS. CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work or the business of FLVS and/or any affiliated corporations, without the written

consent of FLVS. FLVS representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

**Article X - Examination of Records**

CONSULTANT agrees that FLVS or the Government of the State of Florida or any of their authorized representatives shall have access to and the right to examine any pertinent books, documents, papers, and accounting records of CONSULTANT which pertain to transactions under this Agreement for a period of three (3) years after expiration of the Agreement. CONSULTANT understands that FLVS is subject to government in the sunshine, more particularly Florida Statutes 119.01 et seq., and it shall comply with all requirements thereunder.

**Article XI - Entire Agreement and Amendments**

This instrument constitutes the entire Agreement between the PARTIES covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the PARTIES.

**Article XII - Attorney's Fee**

If any disputes should arise out of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

This AGREEMENT shall be construed in accordance with the laws of the State of Florida.

This AGREEMENT shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

**Article XIII – Public Records**

Public Records. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD. The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must

enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net) , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

**Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.**