MIXON AND ASSOCIATES AGREEMENT FOR CONULTANT SERVICES WITH THE SCHOOL BOARD OF SANTA ROSA COUNTY

This Agreement is made and entered into this 1st day of <u>July</u> 2014, by and between the School Board of Santa Rosa County ("the Board"), and Mixon and Associates, Inc. ("the Firm"). In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

- 1. <u>Agreement</u>. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board in this Agreement will be M. Juhan Mixon, President, Mixon and Associates.
- 2. Term. The term of this Agreement shall begin on the 1st day of <u>July</u> 2014 and expire on the 30st day of <u>June</u> 2015. This contract shall be automatically renewed for an additional year commencing <u>July</u> 1, 2015 unless amended or terminated with 3 months' notice prior to <u>July</u> 1, 2015.
- 3. <u>Scope of Services</u>. The scope of services to be rendered by the Firm shall be as set forth in Attachment A to this Agreement, which is attached hereto, is labeled Performance Criteria, and made a part hereof.
 - 4. <u>Compensation</u>. Compensation to the Firm shall be made by the Board as follows:
 - a) Fees. The amount due in fees from the Board to the Firm for the term of this agreement is \$24,800 for twelve (12) months. Such fees will be billed by the Firm on a monthly basis, and are payable monthly for the period July 1, 2014 through June 30, 2015, and thereafter if the contract is extended.
- 5. Relationship between the Parties. The parties to this contract agree that the Firm is neither an agent nor an employee of the Board, and neither it nor its employees are entitled to the benefits provided by the Board to its employees, including, but not limited to, salary, insurance and unemployment compensation insurance.
- 6. Entire Understanding. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

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SCH	OOL BOARD OF SANTA ROSA	COUNTY MIXON & ASSOCIATES, INC.
By:	Chairman	By: M. Juhan Mixon, Ed.D. President
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By:	Superintendent	DECEIVED

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ATTACHMENT A PERFORMANCE CRITERIA

- A. Assist the District in advocating for priority items in the legislative recommendations of the Commissioner of Education and Governor.
- B. Obtain copies of bills related to education for review by the Board, the Superintendent, and District staff, and to assist the staff in presenting before the legislature. Inform the Superintendent and District staff regarding Legislative calendars, events, Legislative committees, and regular and special Legislative sessions, which would have an impact on the District's educational initiatives, instructional programs, operating and/or capital outlay revenue.
- C. Meet with the Board and the Superintendent and facilitate their contacts with legislators, Department of Education staff, Governor's Office and members of the State Board of Education.
- D. Provide enhanced support for the Board and Superintendent through the firm's Pensacola-based associate, James P. Hamilton, Ph.D., including meeting with the Board and Superintendent when he is not on duty out of town, to meet the needs of the District for services related to Legislative affairs and activities.
- E. Communicate with the Board chairperson and the Board Legislative Chairperson and the Superintendent on a regular basis. During the Legislative session conduct a conference call with the District weekly to determine the District's position on bills being considered.
- F. Represent the Board, Superintendent, and District at meetings with the Commissioner of Education, Governor's staff and agency staff to discuss positions and priorities of the District when needed.
- G. Meet with School District administrative staff and the School Board annually to answer questions and review priorities regarding legislative activities.
- H. Monitor or attend, and report to the District results of appropriate Revenue Estimating and FTE Estimating Conferences and with Department when the interests of the District are at issue.
- I. Maintain regular and appropriate contact with District administrative staff as directed by the Superintendent by telephone and provide a written report to the District of the activities of the Legislature throughout the Session. After the end of the Session, provide the Superintendent and the Board with a summary of the actions of the Legislature that are relevant to the District.
- J. Work with the Superintendent to determine the impact of, and strategies for influencing legislative funding proposals, and establish a link with the District so that legislative funding alternatives can be analyzed by District staff to determine impacts on the District.
- K. Request and arrange through the Superintendent for District staff to testify on issues before the Legislature when such testimony would be advantageous to the District.