RSA
CONSULTING GROUP, LLC

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is between **RSA Consulting Group, LLC** ("Contractor") and **IDEA Florida, Inc.** ("Organization") and is in effect as of the 1st day of February 2021 or upon execution by the Organization, whichever is later.

WHEREAS, Contractor is qualified to provide liaison and advisory services regarding Organization's community, governmental relations and media relations in the Tampa Bay region; and

WHEREAS, Organization has offered Contractor work, and Contractor has accepted offer; and

WHEREAS, both parties are in accord that the terms and conditions of the independent contractor relationship ought to be set forth in writing, and this document, hereinafter referred to as this "Agreement," is prepared for that purpose.

NOW THEREFORE, in consideration of the mutual promises in this Agreement and of the engagement of Contractor by Organization as community, media, and governmental affairs consultant, the receipt and adequacy of all of which is hereby acknowledged, the parties agree as follows:

1. Contractor's Work for Company. As directed by Executive Director and its other executive officers, Contractor shall provide liaison and advisory services to IDEA Charter Schools – Hillsborough County in relation to all relevant stakeholder groups, local governmental agencies, departments, and elected officials. Scope of services to include:

Community/Political Affairs – Issue Management

- Introduce executive officers and leadership team members of IDEA to local officials and staff as well as key stakeholders in the civic and business community.
- Invite local officials and their staff to events/activities hosted by IDEA and/or partner organizations.
- Invite, arrange, and coordinate opportunities for IDEA to attend and participate in events/activities within the community related to education and relevant topics.
- Advise IDEA on undercurrents related to local and state policies relevant to the schools opening/operations as well as Charters in general.
- Identify, monitor, and research policy and school board actions that present a threat or opportunities for advancing IDEA's opening in Tampa Bay.
- Provide real time updates on local budget-related developments.
- Advise and counsel on rules regarding lobbying and gift prohibitions and manage all necessary registration filings for contacts with officials.

Media & PR – Communications

- Provide updates on current events, news, and political discussions relevant to IDEA and its priorities.

- Assist IDEA internal Communications team with accessing relationships in the Tampa Bay media market.
- Assist and advise IDEA Communications team with strengthening its social media presence and building channels and connections with key stakeholders in Tampa Bay.
- Provide strategic advice and council on addressing unfavorable stories or narratives related to the opening of IDEA in Hillsborough.
- Assist with development of communications plan and strategic placement of positive stories about IDEA schools, program and impacts in community.
- Identify opportunities for earned and paid media to elevate the IDEA brand and program across all relevant stakeholder groups.
- Assist with development of events and communications to highlight the grand opening of Hillsborough Campuses.

2. **Fees.** Contractor shall be paid a monthly rate of $6,000 on the 15th of each month. Contractor assumes all responsibility for paying taxes due on fees received from Organization.

3. **Term of Agreement**. The initial term of this Agreement shall commence on February 1, 2021, and shall continue until June 30, 2021. Termination of this relationship will be initiated and granted with a 60 day written notice by either party named in this agreement.

4. **Confidentially**. During the term of this Agreement and forever thereafter, Contractor shall treat as confidential, hold in trust and confidence, and not use for any purpose other than providing services under this Agreement, all information obtained by Contractor concerning the business, operations, and plans of Company or its business affiliates, including, without limitation, all such information compiled or generated by Contractor. All copies of any document or other medium containing any and all such information shall be promptly returned to Company upon termination or expiration of this Agreement, or when requested by Company, whichever first occurs.

5. **Conflict of Interest.** Contractor has no business, including, but not limited to, the representation of other clients, that would conflict in any manner with the performance of its obligations under this Agreement. Contractor agrees to inform Organization if any such actual or potential conflict arises during the term of this Agreement.

6. **Notice.** All communications with regard to this agreement should be sent to

If to Organization:	If to Contractor:
IDEA Florida	RSA Consulting Group, LLC 235 W. Brandon Blvd., Ste. 640
Attention: Adam Miller	Brandon, FL 33511-5103 Attention: Ron Pierce

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

IDEA Florida - Hillsborough	**RSA Consulting Group, LLC**
_____	_____
ADAM MILLER	**RONALD PIERCE**
_____	_____
Date	Date