



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** is between **RSA Consulting Group, LLC** (“Contractor”) and the **Livingstone Schools Inc.** (“Company”) and is executed as of the 1<sup>st</sup> day of July 2022.

**WHEREAS**, Contractor is qualified to provide liaison and advisory services regarding Company’s governmental relations; and

**WHEREAS**, Company has offered Contractor work, and Contractor has accepted that 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 Company as governmental relations 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 Company’s Chief Executive Officer, Contractor shall provide liaison and advisory services to Company and subsidiaries in connection with its relationship with all relevant government agencies, departments, and elected officials.

Scope of work to include:

### **Issue Management**

- Research, track and report legislative and regulatory pertinent issues
- Advise and assist with development and implementation of legislative and policy goals, key objectives and strategies for engaging state and local governments
- Develop strategic plan and messaging for issues to be addressed
- Coordinate as appropriate opportunities for committee testimony and expert witness
- Provide real time updates on local and state budget-related developments

### **Relationship Building**

- Introduce Company executives to local and state elected officials and staff and facilitate ongoing relationship.
- Coordinate visits at the Capitol as needed, including meetings and briefings with elected officials, staff, and agency executives.
- Advise and counsel on rules regarding lobbying and gift prohibitions and manage all necessary registration filings for contacts with officials

2. **Fees.** Contractor shall be paid a fee at the monthly rate of \$1,500, on the 15<sup>th</sup> of each month for the term of July 1, 2022 thru December 31, 2023. Contractor shall be paid a fee at the monthly rate of \$2,000, on the 15<sup>th</sup> of each month for the term of January 1, 2024 thru December 31, 2024. Contractor assumes all responsibility for paying any taxes due on fees received from Company.

**RP 3. Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2022 and shall continue until December 31, 2024.

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

**If to Contractor:**

RSA Consulting Group, LLC  
235 W. Brandon Boulevard  
Suite 640  
Brandon, FL 33511-5103  
Attention: Ron Pierce

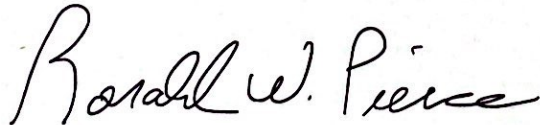
**If to Company:**

Livingstone Schools Inc.  
1204 Lenna Ave.  
Seffner, FL 33584  
Attention: Chris Pello

**Signature Page to Follow**

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

**RSA Consulting Group, LLC**



**RONALD PIERCE**

**Livingstone Schools, Inc.**



**CHRIS PELLO**

\_\_\_\_\_  
Date 4/26/22

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Date 5/11/2022