



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**Agreement between the
School Board of Palm Beach County
and Education Development Center, Inc.**

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0201/0021

AGENDA ITEM NUMBER	BOARD MEETING DATE March 16, 2005
CONTACT Mrs. Ethel Randolph	PX 54500
SCHOOL / DEPARTMENT John F. Kennedy Middle School	

THIS AGREEMENT is entered into this 17th day of March, 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Education Development Center, Inc., hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, the Board and the Consultant agree as follows:

1. TERM

The term of this Agreement shall commence on March 17, 2005 and shall end on June 30, 2005.

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Describe in Appendix A: Statement of Work

B. Time, date, and location of services:

Describe in Appendix A: Statement of Work

3. CONSULTANT BACKGROUND INFORMATION

Education _____

Position and Address 55 Chapel Street, Newton, MA 02458

Target Group/School/Department John F. Kennedy Middle School, West Palm Beach, FL

Approximate Number to be Served Eighty (80)

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Dr. Joan Lagoulis, Assistant Principal - JFKMS

TITLE OF THE CONSULTANT'S SUPERVISOR
of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$120,000.00 The source of funds is Title I Comprehensive School Reform Grant Project 5549

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	421	6402	3101	201	5549		

5. COMPLIANCE WITH POLICIES AND LAWS

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or www.schoolboardpolicies.com and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

6. COMPENSATION

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

One hundred twenty thousand dollars (refer to the Budget and Payment Schedule)

(\$ 120,000.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____ Hourly Rate: _____ Flat Rate: _____

I grant permission for any or all parts of this presentation to be videotaped. ☐ Yes ☒ No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Mrs. Ethel Randolph , Principal

7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

☒ Consultant will not receive student information.

☐ Consultant will receive student information and *Release or Transfer of Student Information* (PBSD 0313) will be completed prior to Consultant receiving student information.

☐ Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. BACKGROUND CHECKS/FINGERPRINTING

The School District shall screen applicants and shall be governed by Fl. Stat. § 1012.32(2)(a) [§ 231.02(2)(a)]. The Consultant agrees to submit to a background check and fingerprinting by the School District's Police Department at the sole cost of the Consultant. The Consultant shall not begin providing services contemplated by this Agreement until clearance by the School District. The School Board shall not be liable for rejection of the Consultant on the basis of these compliance obligations. The Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime against children in accordance with § 435.04, Florida Statutes will enter onto any school site.

9. INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. the Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. OWNERSHIP

A. ~~All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board. See attached.~~



B. ~~Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement. See attached.~~

11. INDEMNIFICATION/HOLD HARMLESS

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone

The School District of Palm Beach County

Agreement between the School Board of Palm Beach County and Education Development Center, Inc.

10. Ownership.



- A. Board recognizes that the Work Product draws on years of experience and research and development efforts by the Consultant. Therefore, copyright and all other intellectual property rights in and to the training materials and other work product provided or developed by Consultant hereunder ("Work Products") are and will remain the sole and exclusive property of the Consultant.
 - B. Provided Board pays all expenses owed to Consultant in connection with the Services, Consultant hereby grants to Board a nonexclusive, royalty-free license to use the Work Products solely for noncommercial, educational purposes.
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directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. **TRAVEL**

Travel ☒ is ☐ is not allowable for this contract. Estimated travel expense is not to exceed \$13,000.00 for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 1 12.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

13. **AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

14. **ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

15. **GOVERNING LAW AND VENUE**



~~This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. The prevailing party shall be entitled to attorney's fees and costs incurred as a result of any action or proceeding under this agreement. Each Party shall be responsible for its own attorney's fees.~~ Agree to remain silent.

16. **TERMINATION**

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

17. **MINORITY STATUS**

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%) ☐ Yes ☒ No

If a consultant not representing a firm, I am a minority. ☐ Yes ☒ No

If either statement above was checked yes, please indicate minority group.

☐ Black or African American ☐ Asian ☐ Native Hawaiian or Other Pacific Islander ☐ Hispanic or Latino
☐ American Indian or Alaskan Native ☐ Disabled ☐ White Female ☐ Other

18. **LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

19. **NOTICES**

Any notice *permitted or required* under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or *certified* mail to the following persons and at the following addresses:

Consultant: (Add Consultant's address)

Jacqueline Dejean, Assistant Director

Office of Sponsored Programs

Education Development Center, Inc.; 55 Chapel Street, Newton, MA 02458

SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

Purchasing Department

3300 Forest Hill Boulevard, Suite A 323
West Palm Beach, Florida 33406

20. **MANDATORY CONTRACT DOCUMENTS**

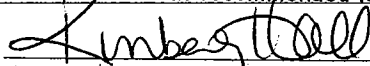
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these **mandatory** attachments)

"Exhibit A" - Provide consultant evaluation

"Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

This contract was recommended for approval by:

 2-14-05
SIGNATURE OF LEGAL SERVICES DESIGNEE DATE

Kimberly Wall
PRINT NAME

 2/15/05
SIGNATURE OF CHIEF OFFICER DATE

Ann Killets
PRINT NAME

 1-26-05
SIGNATURE OF PRINCIPAL / DIRECTOR DATE

Ethel Randolph
PRINT NAME

 1-26-05
SIGNATURE OF APPROPRIATE ASSOCIATE / AREA / ASSISTANT SUPERINTENDENT DATE

Marisol Ferrer
PRINT NAME

**The School Board of
Palm Beach County, Florida**

Consultant

By: _____
THOMAS E. LYNCH
CHAIRMAN

DATE

Attest:

By: _____
ARTHUR C. JOHNSON, Ph. D.
SUPERINTENDENT

DATE

Witnesses: (Two are required)

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

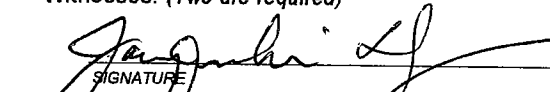
Education Development Center, Inc.
PRINT CONSULTANT NAME

By:  _____
SIGNATURE

1-31-05
DATE

Robert A. Rotner, Sr. VP & Treasurer
PRINT NAME

Witnesses: (Two are required)

 _____
SIGNATURE
Jacqueline Dejean
PRINT NAME

 _____
SIGNATURE
Robert Tolu
PRINT NAME

Appendix A

AIM AT MIDDLE-GRADES RESULTS Statement of Work – Year 1

From February 01, 2005 through June 30, 2005, the School District of Palm Beach County (the "District") will implement the *AIM at Middle Grades Results* design at the John F. Kennedy Middle School (the "School"). This Statement of Work specifies the services to be provided by AIM Core Staff to assist the District and the School with full implementation during the 2004 – 2005 school year.

1. School Results

With successful implementation of AIM elements and processes, and assistance from the AIM Core Staff, the school may anticipate the following results by engaging in the AIM at Middle Grades Results implementation process:

- Leadership Team completes an assessment and planning process around the six elements of AIM. (Creating Tomorrow Curriculum).
- Collaborative Leadership Teams trained and functioning according to AIM principles and processes.
- Participation of 15 members of the leadership team at the Annual Leadership Symposium.
- Demonstrated progress by JFK Middle School in the six areas of AIM implementation benchmarks.
 - Learning Community
 - Leadership
 - Parent and Community Involvement
 - Professional Development
 - Inclusive Practices
 - Teaching for Understanding
- All staff at JFK Middle School functioning in Faculty Inquiry Teams.
- Participation of all faculty and administrators in a three-day Teaching for Understanding Institute in June.
- Data collection and analysis of student behavior problems and refining of a school-wide plan to enhance student learning.
- Action plans and benchmarks for 2004-2005 evaluated and new plan for 2005-2006 developed for JFK Middle School in the six areas of the AIM implementation benchmarks.

2. AIM Services

(a) *AIM at Middle Grade Results* will provide the following services to the District for implementation process during the 2004-2005 school year.
Technical Assistance

- Site Developer will provide consultation and technical assistance through on-site visits and off-site technical support via e-mail, telephone and fax.
- AIM Senior Staff will provide general oversight of AIM services and assist in program planning. There will be regular visits.
- AIM evaluation activities, including the collection of baseline data and documentation of Year 1 progress.

(b) AIM will provide all materials required for each participant at the Creating Tomorrow and Teaching for Understanding workshops. Additional AIM materials will be provided as needed during the year to support the work of leadership teams and Faculty Inquiry Teams.

(c) The Principal, assistant principal, and teacher representatives from JFK Middle School will attend the annual Leadership Symposium. AIM will pay for air travel, conference meals and conference registration for up to 15 participants. AIM strongly recommends that District personnel also be included in the team.

3. School Commitment

In addition to the services provided by AIM to support implementation, the School agrees to make commitments to support implementation, including:

- Establish the infrastructures that are required to implement the AIM design (e.g., Faculty Inquiry Teams, AIM School Leadership Team).
- Meet monthly in AIM School Leadership Team to review student achievement data and guide school improvement efforts.
- Meet weekly in Faculty Inquiry Teams to reflect on teacher practice, examine student work, and identify ways to improve student achievement.
- Work with Site Developer, other faculty and staff, parents and community organizations to focus on student achievement.
- Participate in AIM sponsored in-services and workshops.
 - Leadership Symposium
 - Creating Tomorrow
 - Teaching for Understanding

4. District Commitment

In addition to the services provided by AIM to support implementation, the District agrees to make commitments to support implementation, including:

- Participate in Creating Tomorrow process.
- Provide resources to support school-wide implementation of the AIM framework.
- Monitor the progress of AIM schools.
- Identify key district personnel to serve as the liaison for AIM Site Developer.
- Assist the AIM evaluation team.

- To demonstrate support for *AIM* the Superintendent agrees to meet periodically with *AIM* Senior staff.
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Budget and Payment Schedule
John F. Kennedy Middle School – West Palm Beach, FL – Year 1

Contract Terms	1 Year Contract
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March 17, 2005 – June 30, 2005	\$ 120,000
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Regularly scheduled training and Technical assistance visits by Site Developer to engage in the Creating Tomorrow curriculum and train school Leadership and Faculty Inquiry Teams.	\$ 57,600 Professional Development and Technical Assistance, Including the Teaching for Understanding institute and the Leadership Symposium by the AIM core staff. Preparation for visits and workshops, follow-up reports, ongoing phone and e-mail assistance, Identification and brokering of resources, and responding to faculty school by the Site Developer.
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3 Day Leadership Symposium - Memphis, TN. for a total of 15 school teachers, staff, parents.	\$ 26,400 Includes airfare, lodging, breakfast, lunch and Registration for fifteen (15) people, (Other travel Expenses are not included.)
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Student Behavior Supports	\$ 18,000 Data collection and analysis, review of results and Planning with staff and administrators.
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Monitoring Visits by Project Director from MA to PBC	\$ 7,500
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AIM staff traveling from MA & TX To W.P.B. to deliver summer (June) workshops in W.P.B. for JFKMS.	\$ 5,500
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Materials	\$ 5,000 (To support on-site professional development and technical assistance.)
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PAYMENT SCHEDULE

Upon execution and receipt of invoice	\$60,000
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June 1, 2005	\$60,000
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