



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**Agreement between the
 School Board of Palm Beach County
 and The Gallup Organization**

AGENDA ITEM NUMBER	BOARD MEETING DATE May 18, 2005
CONTACT Wallis Sherman	PX 48150
SCHOOL / DEPARTMENT INSTRUCTIONAL STAFFING SERVICES	

THIS AGREEMENT is entered into this 19th day of May, 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and The Gallup Organization, 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 May 19, 2005 and shall end on June 30, 2006.

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Provide and maintain all hardware, software, programming, and research for one, one-day Teacher Insight Seminar (up to 35 per seminar.)

B. Time, date, and location of services:

Palm Beach County Public Schools - Time, Date and location of seminar TBA

3. CONSULTANT BACKGROUND INFORMATION

Education B.S., Early Childhood Education; M.A. Education Administration

Position and Address Managing Consultant, Gallup Headquarters, Washington, D.C.

Target Group/School/Department Principals and District Administrators

Approximate Number to be Served Seminars - 35; Teacher Insight - 100

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Marcia Andrews, Administrative Director Recruitment & Program Planning of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".
TITLE OF THE CONSULTANT'S SUPERVISOR

FINANCIAL IMPACT

The financial impact is \$17,556.00 The source of funds is Title 2

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	421	7731	3101	9003	5513	6534	

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)

seventeen thousand five hundred fifty- six dollars and no cents

(\$ 17,556.00), for a maximum of ** hours which is based upon the following rate schedule.

Daily Rate: Half Day Rate: Hourly Rate: Flat Rate: X**

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:

Dr. Wallis Sherman, Director, Instructional Staffing Services. **Refer to page 2 of addendum # 1 for specific information on payment for level of service

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**

- 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.
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.

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

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 \$1,000.00 for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 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.

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)

The Gallup Organization (Rosanne Liesveld)
1001 Gallup Dr.
Omaha, NE 68102

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:

Signature of Legal Services Designee: Kimberly Hall, Date: 4-6-05

Print Name: Kimberly Hall

Signature of Chief Officer: Gerald A Williams

Print Name: Gerald A Williams

Signature of Principal / Director: Wallis Sherman, Date: 4-12-05

Print Name: WALLIS SHERMAN

Signature of Appropriate Associate / Area / Assistant Superintendent: James Hayes, Jr., Date: 4-12-05

Print Name: James Hayes, Jr.

The School Board of Palm Beach County, Florida

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

Consultant

Signature of Consultant: Kelly Peaks Horner, PRINT CONSULTANT NAME

By: Rosanne Liesveld, SIGNATURE

DATE: 4-19-05

Signature of Rosanne Liesveld, PRINT NAME

Witnesses: (Two are required)

Signature of Judy K Bailey, SIGNATURE

Print Name of Judy K Bailey, PRINT NAME

Signature of Denise R Hinkley, SIGNATURE

Print Name of Denise R. Hinkley, PRINT NAME

ADDENDUM #1
STATEMENT OF WORK
TeacherInsight™ Interview

1. Board acknowledges and agrees that Consultant shall retain sole and exclusive ownership of all products and materials owned by Consultant or in which Consultant has a proprietary interest. Consultant's proprietary intellectual property includes, but is not limited to Consultant's copyrighted and trademarked Q12, CE11, StrengthsFinder, SRI and all accompanying curriculum, activities, training and consulting materials ("Consultant Property"). Consultant Property is not considered work product or "work for hire" under the terms of this Agreement. Consultant grants Board a non-exclusive, nontransferable license to use Consultant Property during the term of this Agreement or an applicable Statement of Work. Consultant Property may not be fielded by any third party, nor may Consultant Property be given to any third party for further analysis, without the written permission of Consultant. Nothing in this Agreement shall limit Board's obligation to comply with Chapter 119, Florida Public Records Law.
2. The Gallup Organization ("Gallup") agrees to provide and maintain all hardware, software, programming and research for a web-based TeacherInsight interview to be used by Client during the term of this Agreement.
3. It will be the responsibility of Client to select and notify candidates that will go through the designated web-site and respond to TeacherInsight assessment.
4. Gallup will analyze the national interview data at least once each interview year for fairness issues and report the results to the client.
5. Gallup may include, at Gallup's discretion, items to be analyzed for research purposes within the TeacherInsight assessment. These research items may be changed at Gallup's discretion.
6. The TeacherInsight data are the property of Gallup and may be used by Client during the term of this Agreement. Client may not share this data with anyone outside of Client's County Schools, except as necessary to comply with Chapter 119, Florida's Public Records law."
7. Client agrees to transmit to Gallup principal ratings on 10% of all new TeacherInsight hires on an annual basis for research purposes in a mutually agreed upon time frame. Gallup shall provide a form indicating the information that Gallup shall require to be submitted by Client.
8. The results of these interviews will be reported via the web in a confidentially held site. The result of the TeacherInsight interview is a percentile score per applicant. A Gallup reference score will be provided to Client.

9. Gallup's TeacherInsight assessment should not be used alone by Client in making hiring decisions and should be used in conjunction with other selection criteria already in use by Palm Beach County Public Schools

10. The TeacherInsight Seminar for principals and human resource personnel is required and will be completed within 90 days of the signing of the contract.

11. Interviews not used at the end of current contract period (3/23/05) will roll over into the next year's contract period.

12. Client agrees to pay Gallup the following for outlined services:

Service	<u>Total Cost</u>
Ongoing consulting, research and system validation	\$10,000.00
Teacher Insight Automated Interview *for up to 100 interviews *Additional interviews may be purchased in blocks of 50 for \$778. For assessment of new hires and substitutes	\$1,556.00
One one-day TeacherInsight seminars for up to 35 program administrators per session (Including training for administration of FIT interview for each seminar participant) *See details below	\$6,000.00
	<u>Total</u> <u>\$17,556.00</u>

***TeacherInsight seminar details:**

- Dates of TeacherInsight Seminars: TBA
- Location of Seminar: West Palm Beach, FL
- All seminar materials are included in the service fee.
- All travel and shipping charges are included in seminar fee

13. The Service Fee will be billed July 1, 2005.