



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Agreement between the School Board of Palm Beach County and The International Center for Leadership in Education, Inc., Willard Daggett, Ed.D., Consultant

Table with 2 columns: AGENDA ITEM NUMBER, BOARD MEETING DATE (September 21, 2005), CONTACT (Mary R. Vreeland, Director), PX (47371), SCHOOL / DEPARTMENT (Choice Programs and School Choice)

THIS AGREEMENT is entered into this twenty-second day of September 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and The International Center for Leadership in Education, Inc., Willard Daggett, Ed.D., Consultant 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 September 22, 2005 and shall end on June 30, 2006

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

See Composite Exhibit "E"

B. Time, date, and location of services:

See Composite Exhibit "E"

3. CONSULTANT BACKGROUND INFORMATION

Education Doctorate of Education Administration, Temple University; Masters of Business

Position and Address President, International Center for Leadership in Education, 1587 Route 146, Rexford, NY 12148

Target Group/School/Department Entire District - Secondary Level Grades 9 - 12

Approximate Number to be Served Students from up to 26 High School Sites have potential to benefit.

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Mary R. Vreeland, Director

of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$91,500.00 The source of funds is Specific Revenue - other funds

Table with 8 columns: IA, FUND, FUNCTION, OBJECT, LOCATION, PROJECT, PROGRAM, GL. Row 1: 421, 6402, 3101, 9044, 5637, 6592

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)

Eighty-two Thousand Five Hundred (based upon the attached rate schedule. See Composite Exhibit "F")
(\$ 82,500.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Varies _____ 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:

Mary R. Vreeland, Director

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.
- 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.

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 \$9,000.00 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. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

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)

International Center for Leadership in Education, Inc.
1587 Route 146
Rexford, NY 12148

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:

Handwritten signatures and dates for legal services designee (Kimberly Hall, 7-21-05) and chief officer (Ann Killeets, 8-12-05).

Handwritten signatures and dates for principal/director (Mary R. Vreeland, 7/21/05) and appropriate associate/area assistant superintendent (Janice S. Cover, 8-10-05).

The School Board of Palm Beach County, Florida

Consultant

By: THOMAS E. LYNCH, CHAIRMAN
DATE

Dr. Willard Daggett
By: Willard R. Daggett
SIGNATURE

Attest:
By: ARTHUR C. JOHNSON, Ph. D., SUPERINTENDENT
DATE

8/1/05
DATE
Willard R. Daggett
PRINT NAME

Witnesses: (Two are required)
SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

Witnesses: (Two are required)
SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated 9-22-05, between

School Board of Palm Beach [the school or the Board] and

The International Center for [vendor/partner].

Leadership in Education, Inc., Willard Daggett, Ed.D., Consultant

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates _____ [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- • will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: _____, _____, _____; and
- • will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- • shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- • will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- • shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- • will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Legal name of the Party]

[Party as listed on the original contract, such as The School Board of Palm Beach County]

By: Willard P. Daggett
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: 8/1/05

Date: _____

**Addendum, Concerning Fingerprinting,
to the Agreement Between the School Board of
Palm Beach County ("School Board") and
The International Center for _____ ("Provider")
Leadership in Education, Inc., Willard Daggett, Ed.D., Consultant**

The parties have entered into an Agreement ("Agreement") dated September 22, 2005 for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

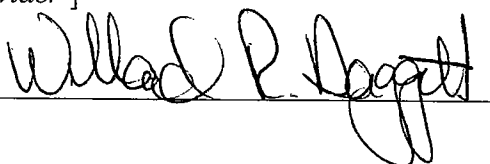
All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or will have access to or control of school funds must be fingerprinted and background checked. Provider agrees to have all such personnel undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Provider. If Provider can demonstrate to the contracting department that it is not practicable to have the fingerprinting done by the School District's Police Department, Provider will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will be employed in the performance of this contract.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Provider]

By: _____



Date: _____

8/1/05

The School Board of Palm Beach County

By: _____

Date: _____

**The Team Approach to Creating a Small Learning Community
Palm Beach County School District in Partnership with the
International Center for Leadership in Education**

The International Center for Leadership in Education will continue to support efforts to strengthen successful academies in the high schools of Palm Beach County. The proposed program of work for the 2005-06 school year will focus on targeting resources towards selected high schools. These 15 schools are well positioned to build on the work already completed, to sustain improvement efforts and to become model smaller learning communities. The following schools have been selected by the leadership of Palm Beach County School District:

- Atlantic Community High School
- Boca Raton High School
- Boynton Beach High School
- Forest Hill High School
- Glades Central High School
- John I. Leonard High School
- Lake Worth High School
- Olympic Heights High School
- Palm Beach Central High School
- Palm Beach Gardens High School
- Palm Beach Lakes Community High School
- Park Vista Community High School
- Santaluces Community High School
- West Boca Community High School
- Seminole Ridge High School

Over the course of the 2005-06 school year the International Center will provide resources in the following areas for each of the schools.

- Partner with local businesses and employers to clearly define career options for graduates
- Continued team building and relationship activities
- Using data to target instruction, support career academies and to assess strengths and challenges of programs
- Ensuring that instruction is both academically rigorous and relevant to real world
- Creating and modifying lesson plans for immediate classroom use
- Ongoing support and resources delivered through the Successful Practices Network
- Integrating reading strategies into classroom instruction
- Aligning academy curriculum with Florida State Sunshine Standards and Benchmarks
- Ensure a sustainable and long-term effort to support these 15 schools and position them to serve as models throughout the district

The following pages describe a suggested scope of work for these 15 schools throughout the 2005-06 school year.

September 2005

Membership in the Successful Practices Network

These 15 high schools will be admitted to the Successful Practices Network for a period of 12 months. As Network Members each school will be assigned a member of the International Center staff as its personal Network liaison to facilitate requests for information, advice, and best practices from other members, as well as from the International Center Master Teachers/Senior Consultants. Additional Network benefits include:

- High-quality curriculum used in successful schools
- Access to International Center data
- Successful strategies, processes and systems used in other schools or districts
- Research conducted by the International Center and others
- Assistance with textbook selection
- Network members will be assigned Specialty Groups to share information, resources, best practices, and expertise to move all students to a more rigorous and relevant curriculum.
- Members-only communications and information such as technical assistance bulletins, a monthly newsletter, white papers, reports, and public relations materials about the school's involvement in the Network.
- Members-only Network website with searchable directory and curriculum bank

15 schools at \$2,000 each (reduced from \$3,000 each) = \$30,000

October 19 & 20 2005

Professional Development for Teams from the 15 Selected High Schools

International Center Senior Consultants Jim Miles, Richard Jones and H. Ben Marlin will work with the teams to kick off the 2005-06 school year and continue moving towards increased rigor and relevance in the small learning communities. This two-day train-the-trainer workshop will include:

- Business Advisory Panel Discussion with speakers selected from Palm Beach County's advisory committees and facilitated by International Center Senior Consultants. The focus will be on identifying employment options for career academy graduates in Palm Beach County.
- Team Building and Relationship Activities conducted by International Center Senior Consultants.
- Overview of the Successful Practices Network including membership benefits and web-based services.
- Using the Curriculum Matrix to create and modify integrated lessons linked to high-priority Florida State Sunshine Standards and Benchmarks. These lesson plans will have a specific focus on rigor and relevance.
- Integrating reading strategies for achieving high-priority Florida State Sunshine Standards and Benchmarks with the academy curriculum.
- Using data to support career academies; pre- and post testing to identify improvements and areas of weakness.
- Using Instructional Strategies to achieve rigorous and relevant lessons.
- Creating rigorous & relevant Gold Seal integrated lessons; modifying the CTE lesson plans created in Volusia County to meet Palm Beach County needs

3 Senior Consultants @ 2 days each @ \$2,500 + travel expenses per day = \$15,000 + travel

January 18 & 19 2006

On-site school visits

International Center Senior Consultants Jim Miles, Richard Jones and H. Ben Marlin will visit each of the 15 high schools to support integrated instruction in the academies. These days will include classroom observations, meetings with administrators and instructional staff. The information gathered during these two days will help to inform planning for the April workshops.

3 Senior Consultants @ 2 days each @ \$2,500 + travel expenses per day = \$15,000 + travel

April 19 & 20 2006

Professional Development for Teams from the 15 Selected High Schools

International Center Senior Consultants Jim Miles, Richard Jones and H. Ben Marlin will continue working with the trainers from the 15 schools. The specific scope of these workshops will be determined, in part, by the January 18 & 19 site visits to each school. Areas of focus may include:

- Team Building and Relationship Activities
- Continued facilitation for using the Successful Practices Network
- Creating and modifying integrated lessons linked to high-priority Florida State Sunshine Standards and Benchmarks for Web Site publication
- Aligning the academy curriculum with Florida State Sunshine Standards and Benchmarks
- Use of resource materials within the small learning communities
- Discussions and planning for the 2006-07 school year

3 Senior Consultants @ 2 days each @ \$2,500 + travel expenses per day = \$15,000 + travel

April 20, 2006

Professional Development for Teams from the 15 Selected High Schools and the Building / District Administrative Staff

Dr. Willard Daggett will provide staff members who have attended the four days of train-the-trainer workshops with an assessment of what has been accomplished and what still needs to be done in creating and supporting small learning communities in the schools of Palm Beach County. Dr. Daggett will work with the administrative staff's of the 15 schools in developing a program of work that outlines next steps in the implementation process.

1 days with Dr. Daggett @ \$7,500 + travel (reduced from \$9,500) = \$7,500 + travel