

**Addendum, Concerning Fingerprinting, to the Agreement  
Between the School Board of Palm Beach County ("School Board")  
and PBC LiteracyCoalition("Provider")**

The parties have entered into an Agreement ("Agreement") dated October 19, 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 any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who meets the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Provider. If Provider can demonstrate 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 have contact with children or any student of the School District.

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: Laurene Kestner

Date: 8/25/05

The School Board of Palm Beach County

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT FOR THE  
PURCHASE OF PROFESSIONAL OR TECHNICAL SERVICES**

THIS CONTRACT is entered into this 19<sup>th</sup> day of October, 2005, between the School Board of Palm Beach County, Florida, hereinafter referred to as the "School Board," and the Palm Beach County Literacy Coalition, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Literacy Coalition" and is for the purpose of providing an information and outreach program to adults seeking information and referral to literacy education services in Palm Beach County.

**SECTION I – DURATION OF CONTRACT**

This contract shall be for the period from October 19, 2005 through June 30, 2006.

**SECTION II – PALM BEACH COUNTY LITERACY COALITION, INC. AGREES AS  
FOLLOWS:**

1. To provide information about adult ESOL literacy programs in Palm Beach County to adults.
2. To provide one-to-one counseling, ESOL or GED instruction, referrals and follow-up services to adults seeking literacy programs in Palm Beach County.
3. To provide statistical information on the number of students enrolled, completions, placements and GED's for the Adult Education Annual Performance Report as required by the Florida Department of Education.
4. To promote literacy programs through cooperative agreements with agencies throughout Palm Beach County.
5. To provide instruction and support services to a minimum of 100 adults who will demonstrate educational gains, in basic and functional literacy levels as measured by standardized test, including the Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment System (CASAS) or General Educational Development (GED).
6. To submit invoices to the School District which will include (a) an invoice date; (b) an invoice number; (c) the dates of services; (d) a general description of services on a monthly or quarterly basis.
7. The Palm Beach County Literacy Coalition 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 Palm Beach County Literacy Coalition, 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 Palm Beach County Literacy Coalition 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 the Palm Beach County Literacy Coalition under workers' compensation acts; disability benefit acts, other employee benefits 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 Palm Beach County Literacy Coalition. The Palm Beach County Literacy Coalition 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.

**SECTION III – THE SCHOOL BOARD AGREES AS FOLLOWS:**

1. To pay the Literacy Coalition up to \$12,000 upon receipt of invoices for expenses related to the delivery of documentation on the achievement of 106 Literacy Completion Points (LCP's), placement, retention, promotion or attainment of the GED. The Literacy Coalition is, for all purposes arising under the Agreement, an independent contractor.
2. That members of the Office of Adult and Community Education will provide appropriate training to the Coalition's staff member(s) for counseling, instruction,, referral and follow-up services for adults.
3. The Board recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Board may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

**SECTION IV – THE LITERACY COALITION AND THE SCHOOL BOARD AGREE AS FOLLOWS:**

1. That no other representations or promises shall be binding on the parties except these representations and promises contained in this contract or in some future writing signed by both parties stating such representations or promises.
2. That this contract shall not be amended except in writing and duly executed by both parties.
3. That this contract shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Palm Beach County, Florida.
4. That the failure of either party to insist on strict performance of any covenant, or conditions herein shall not be construed as a waiver of such covenants or conditions for any insistence.
5. That this contract may be terminated by either party upon 30 days written notice of the same.
6. This contract may not be assigned without written consent of the non-assigning party.
7. Both parties agree to adhere to all federal and state laws governing the confidentiality of student records.



**PALM BEACH COUNTY LITERACY  
COALITION, INC.**

*Darlene Kostrub*

Darlene Kostrub,  
Executive Director

*Trish Rowland*

(Witness)

**THE SCHOOL BOARD OF PALM  
BEACH COUNTY**

Thomas E. Lynch, Chairman

Arthur C. Johnson, Ph.D.  
Superintendent

Reviewed and approved by the Office  
Of Chief Counsel:

*Timothy Hall 8/24/05*