



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Agreement between the  
 School Board of Palm Beach County  
 and Schoolhouse Consulting Group, Inc.**

AGENDA ITEM NUMBER <b>CC7</b>	BOARD MEETING DATE <b>October 19, 2005</b>
CONTACT <b>Gerald A. Williams</b>	PX <b>48734</b>
SCHOOL / DEPARTMENT <b>Chief Officer of Administration</b>	

THIS AGREEMENT is entered into this nineteenth day of October, 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Schoolhouse Consulting Group, 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 January 1, 2006 and shall end on December 31, 2007.

**2. RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

1. Represent the school district before the Florida Legislature, Department of Education and State Board of Education, as needed

2. Consult and advise the school district regarding education policy and funding and political strategy

*(see Attachment A)*

B. Time, date, and location of services:

Continuous throughout effective dates of contract as necessary for development and implementation of legislative agenda in Tallahassee and, when requested by Superintendent, in Palm Beach or other locations

**3. CONSULTANT BACKGROUND INFORMATION**

Education B.A., Florida State University, M.Ed. Florida Atlantic University

Position and Address President, Schoolhouse Consulting Group, Inc.

Target Group/School/Department 2006-2007 Legislative Representation including US Congress

Approximate Number to be Served Florida Executive Branch N/A

**4. EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Gerald A. Williams, Chief Officer of Administration

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 \$266,000.00 plus travel for additional sessions if needed.  
 The source of funds is The Office of Community Involvement

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	100	7200	3101	9022	9022		

**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](http://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)*

Two-year contract at \$133,000.00 per year for a maximum of \$266,000.00

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

Daily Rate: NA Half Day Rate: NA  
Hourly Rate: NA Flat Rate: \$266,000.00

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

*(see Attachment B)*

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:

Gerald A. Williams, Chief Officer of Administration

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 NA 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). *(See Attachment A.1.I. for exceptions)*

**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)*

Vernon A. Pickup-Crawford  
 792 Lemongrass Lane  
 Wellington, Florida 33414

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:

*Kimberly Hall* 9/30/05  
 SIGNATURE OF LEGAL SERVICES DESIGNEE DATE  
*Kimberly Hall*  
 PRINT NAME  
*Gerald A. Williams* 10/4/05  
 SIGNATURE OF CHIEF OFFICER DATE

\_\_\_\_\_  
 SIGNATURE OF PRINCIPAL / DIRECTOR DATE  
 \_\_\_\_\_  
 PRINT NAME  
 \_\_\_\_\_  
 SIGNATURE OF APPROPRIATE ASSOCIATE / AREA / ASSISTANT SUPERINTENDENT DATE  
 \_\_\_\_\_  
 PRINT NAME

Gerald A. Williams, Chief Officer of Administration  
 PRINT NAME

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

**Consultant**

By: \_\_\_\_\_  
 THOMAS E. LYNCH  
 CHAIRMAN  
 \_\_\_\_\_  
 DATE

Vernon A. Pickup-Crawford  
 PRINT CONSULTANT NAME  
 By: *[Signature]*  
 SIGNATURE  
 \_\_\_\_\_  
 DATE 10/03/05

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

Vernon A. Pickup-Crawford  
 PRINT NAME

Witnesses: *(Two are required)*  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINT NAME  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINT NAME

Witnesses: *(Two are required)*  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINT NAME  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINT NAME

Attachment A

**1. RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall serve as lead consultant for all contractual agreements, including Capital City Consulting and Alcalde and Fay, representing the School Board of Palm Beach County before the Florida Legislature and the United States Congress or any other entity as requested or authorized by the Board, Superintendent or Chief Officer of Administration;
- B. Consultant shall develop, prepare and seek approval of state and federal legislative programs for the Board;
- C. Consultant shall ensure that periodic legislative and informational briefings are provided to the Board, Superintendent and staff. Such schedule shall be coordinated with the Chief Officer of Administration;
- D. Consultant shall make sure state and federal legislative delegation members and other appropriate legislators are kept informed of district needs and programs;
- E. Consultant shall attend School Board and various staff meetings as designated by the Superintendent or Chief Officer of Administration;
- F. Consultant shall be accessible to Board members, Superintendent and staff upon request or as needed for advice, counsel and assistance with issues related to governmental relations;
- G. Consultant shall work with other local governmental entities, state agencies and organizations including but not limited to the Florida School Boards Association, Florida Association of District School Superintendents, Florida Association of School Administrators, Florida Education Association, South Florida School Boards Consortium or any other appropriate entity in the pursuit of legislative issues for which the Board has a position or need;
- H. Consultant shall serve as liaison with the Palm Beach County Florida Legislative and Congressional delegations for constituency issues brought to the attention of individual legislators;
- I. Consultant shall be responsible for expenses including travel expenses in-county and travel expenses, meals and lodging for legislative committee meetings attended during the normal pre-session, 60-day regular session, three FSBA meetings, South Florida School Boards Consortium meetings, three FELL meetings, two related meetings with legislative or DOE staff in Tallahassee, and four Washington, D.C., meetings (NSBA/FSBA, AASA, GCSC). Board shall be responsible for any travel costs for meetings attended that are in addition to those listed herein as requested or approved by the Superintendent or Chief Officer of Administration.
- J. Consultant, in conjunction with staff, shall develop and coordinate agendas for the South Florida School Boards Consortium, Tri-County School Boards, Treasure Coast School Boards or other inter-agency meetings pertaining to legislative issues.
- K. Consultant is responsible for costs of lobbyist registration fees.
- L. Consultant is solely responsible for equipping and maintaining an office including any clerical aid, supplies, computer and telecommunications equipment (telephone, cellular, fax, Internet ISP) necessary in the performance of duties. The Board shall provide Consultant with a district email address and Outlook Web Access in order for consultant to communicate with appropriate district staff as warranted. The Chief Officer of Administration or designee shall serve as the consultant's contact point for receipt and distribution of Board or consultant

documents, materials, and other related information. The Board may copy and distribute any work product of the consultant as the Board warrants.

- M. Consultant, after consultation with the Chief Officer of Administration, shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for providing all services performed under this agreement.

## 2. **OTHER RESPONSIBILITIES**

- A. The Board shall make available to the Consultant, data and other resources as may be required to ensure the success of the legislative programs. Any additional personnel necessary for the Consultant to fulfill his responsibilities enumerated herein shall be at the expense of the Consultant;
- B. The Budget Department shall prepare all budget summary information, including data comparisons, spreadsheets, and graphical representations as may be required to assist the Consultant;
- C. The Consultant shall have no set work hours and his schedule will be determined by him, but all efforts shall be made to accommodate meeting and telecommunication needs of the Board, Superintendent and staff;
- D. This Agreement does not restrict the Consultant's right to work for other clients. Consultant shall be responsible to ensure work for any other client does not conflict or interfere with the provisions of this Agreement. Consultant shall notify the Chief Officer of Administration of any contract with another client.
- E. The time, date and location of services shall be continuous throughout the effective dates of the contract as necessary for development and implementation of the provisions of this Agreement.

Attachment B

**COMPENSATION**

- A. For each Calendar Year 2005 and 2006, The School Board shall pay the Consultant the fee of \$133,000, or a total of \$266,000 for the 24-month period, for a maximum of NA hours, which shall be paid on the 15<sup>th</sup> of each month upon receipt of invoice as follows:

January 15th	\$18,000
February 15th	\$18,000
March – Dec.15th	\$9,700/month

Daily Rate: NA Half Day Rate: NA Hourly Rate: NA Flat Rate: \$133,000/year