

CONTRACT FOR THE  
PURCHASE OF PROFESSIONAL OR TECHNICAL SERVICES

THIS CONTRACT is entered into this 20th day of April 2006 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 a collaborative family literacy program to serve families in Belle Glade, Pahokee and South Bay.

SECTION I –DURATION OF CONTACT

This contract shall be for the period beginning April 20, 2006 through June 30, 2006.

SECTION II – THE LITERACY COALITION AGREES AS FOLLOWS:

1. To provide early childhood education to preschool children of the adults who participate in adult education classes at the Glades Family Education Program.
2. To recruit families meeting the Family Literacy requirements to participate in the Glades Family Education Program.
3. All individuals who are permitted access on school grounds when students are present, individuals who will have contact with any student of the School District, or who will have access to or control of school funds, must be fingerprinted and have a background check. 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 of the 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 immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Provider shall not begin providing service 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 be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of the 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 of or who is currently under investigation for a crime delineated in Florida Statute 435.04 will have contact with children or any student of the School Board.
4. To provide statistical information on the number and progress of adults and children participating in the Glades Family Education Program.
5. To collect and submit participant data and submit invoices to the School Board, which will include (a) an invoice date (b) and invoice number (c) the dates of service (d) a general

description of services.

6. 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 Board, 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 Board 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 \$23,000 for expenses related to the operation of the Glades Family Education Program early childhood classes. Funding will be provided through the Department of Secondary, Adult, & Community Education's Fund for the Improvement (FIE) Grant (Approved at the June 29, 2005 School Board Meeting Agenda # G9).
2. That staff members of the Department of Secondary, Adult & Community Education will provide appropriate training and support to the Literacy Coalition's staff member(s) for family involvement in education and in the four components of Family Literacy – adult, parenting education, early childhood education, and positive parent-child interaction.
3. To collect the Performance Based Funding generated by the participants of the program.
4. 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 – CONCERNING STUDENT INFORMATION THE LITERACY  
COALITION AND THE SCHOOL BOARD AGREE AS FOLLOWS:

The School Board hereby designates the Literacy Coalition as an “other school official” for purposes of receiving limited personally identifiable student information under Florida Statute §1002.22(3)(d)2 because the School Board recognizes the Literacy Coalition has legitimate educational interests in receiving this information in order to carry out the Literacy Coalition’s responsibilities for the School Board.

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

1. 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 Board has determined that the Literacy Coalition has a legitimate educational interest in receiving only the following fields of student data: adult education test scores, and Ages and Stages assessment for early childcare students; and
2. Will limit the access to student information to its employees and/or agents who actually have legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out the responsibilities under the Contract), and
3. Shall avoid, and shall instruct applicable employees/agents to avoid, accessing the personally-identifiable student information except for legitimate purposes recognized under this Contract, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding the confidentiality requirements; and
4. Will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Literacy Coalition in any form to any party other than appropriate school officials or the Literacy Coalition’s employees/agents to the extent allowed herein, without prior consent of the adult student or parent/guardian, as appropriate; and
5. Shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Literacy Coalition shall monitor the security and safekeeping of the confidential data; and
6. 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 overwriting (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

SECTION V – 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. 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. The Board will only be required to pay that amount of the contract actually performed to the date of termination.
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.

THE SCHOOL BOARD OF PALM  
BEACH COUNTY

\_\_\_\_\_  
Darlene Kostrub,  
Executive Director

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Thomas E. Lynch, Chairman

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(Witness)

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Arthur C. Johnson, Ph.D.

Reviewed and approved by the Office of  
Chief Counsel:  
  
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