



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

**Agreement between the
School Board of Palm Beach County
and DKH Consulting Services, Inc.**

Deidra K. Honeywell, President

AGENDA ITEM NUMBER	BOARD MEETING DATE May 17, 2006
CONTACT Mary Vreeland, Director	PX 48118
SCHOOL / DEPARTMENT Choice Programs and School Choice	

THIS AGREEMENT is entered into this first day of July, 2006 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and DKH Consulting Services, 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 July 1, 2006 and shall end on June 30, 2007.

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Complete the required evaluation of the U.S. Department of Education Smaller Learning Communities Grant to meet all federal requirements, including qualitative and quantitative reporting. (Refer to Exhibit D.)

B. Time, date, and location of services:

July 1, 2006 to June 30, 2007

Time, Date, Location will vary - services will mostly take place at Forest Hill HS and Boynton Beach HS

3. CONSULTANT BACKGROUND INFORMATION

Education Ph.D., Educational Leadership, University of South Florida

Position and Address Deidra K. Honeywell, President, DKH Consulting, Inc., 11 Country Club Dr., Largo, FL 33771

Target Group/School/Department Forest Hill High School and Boynton Beach High School

Approximate Number to be Served 4000

4. EVALUATION/FOLLOW-UP METHOD

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

TITLE OF THE CONSULTANT'S SUPERVISOR
of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$20,000.00 The source of funds is US Dept. of Ed. Smaller Learning Community Grant

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	425	6302	3935	9044	5650		

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*)

twenty thousand dollars

(\$ 20,000.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: _____ Flat Rate: \$20,000

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 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 Jessica Lundsford Act: 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 who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to 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 Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant 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 Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. 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 delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

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 N/A 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)

DKH Consulting Services, Inc.
11 Country Club Dr.
Largo, Florida 33771

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

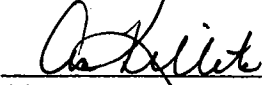
"Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)


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
Kalintha R. Dillars
PRINT NAME
DATE 3/20/06


SIGNATURE OF PRINCIPAL / DIRECTOR
Mary Veeland, Director
PRINT NAME
DATE 3/20/06


SIGNATURE OF CHIEF OFFICER
Ann Killets, Chief Academic Officer
PRINT NAME
DATE 3.29.06


SIGNATURE OF APPROPRIATE ASSOCIATE AREA / ASSISTANT SUPERINTENDENT
Janice Cover, Assistant Superintendent
PRINT NAME
DATE 3/28/06

The School Board of Palm Beach
County, Florida

Consultant

By: _____
THOMAS E. LYNCH CHAIRMAN

DATE

Attest:

By: _____
ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT

DATE

Witnesses: (Two are required)

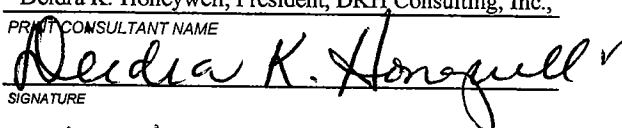
SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

Deidra K. Honeywell, President, DKH Consulting, Inc.,
PRINT CONSULTANT NAME

By: 
SIGNATURE

DATE

PRINT NAME

Witnesses: (Two are required)

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

**ADDENDUM, Concerning Student Information, to the
Contract/Agreement ("the Contract") dated October 19, 2005, between
The School Board of Palm Beach County, Florida, and
DKH Consulting Services, Inc.**

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 DKH Consulting Services, Inc. ("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.): student number; school; grade level; grade point averages; FCAT scores; PSAT/SAT scores; racial/ethnic group; gender; LEP/ESE classification; Free/reduced lunch classification; survey data; attendance; suspensions (internal and external); retentions; semester course enrollment and grades; graduation; college acceptance/attendance; employment during/after high school; 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:
DKH Consulting Services, Inc.

The School Board of Palm Beach County, Florida

By: Nedra K. Brownell
(person having authority to enter legally-binding agreements on behalf of the Party)

By: _____

Date: 9/1/05

Date: _____

QUALITY OF THE SLC PROJECT EVALUATION

(1) **Evaluation methods are thorough, feasible, and appropriate:** This evaluation plan is multidimensional. It studies changes over time in school structures and management; student achievement and behaviors; teacher instructional styles; collaborative relationships among team members; and teacher behaviors that support success for all students. The plan is based on the project's desired outcomes and performance measures, uses a Modified CIPP (Context, Input, Process, Product) design [Daniel Stufflebean, Western Michigan University], includes two evaluation components (formative and summative) and all test data will be gathered and analyzed using subgroups defined in *NCLB* legislation. Reforming high schools is not an easy task. Emphasis will therefore be placed on the formative part of the evaluation to study the effective implementation of strategies needed for a successful transition to an SLC high school. To achieve the project's performance measures and objectives, an appropriate infrastructure will be required. Therefore, project management and outside evaluator must provide consistent support to schools and staffs; give accurate, data-based feedback; and assist site-based learning communities make continuous improvements in implementation. Formative evaluation efforts are generally process-oriented and focus on internal program issues. Formative data are used to provide information regarding the project operation in relation to the grant proposal. The summative evaluation captures the outcome-related information associated with attainment of USDE performance measures and project objectives in the service cycle. Summative information is of use to project management and can also be used for public reporting of project success. Summative data will be used to give a measure of effectiveness over the course of service delivery through a comparative analysis of intended and observed results. The district will provide data on all students as well as administer and compile results of parent, student, and teacher surveys. All project objectives are related to student achievement and student behaviors that support academic achievement. Annually, progress toward objectives will be measured, data compared to annual goals, and by June 30, 2010, the project goals should be met.

(2) Collect and report accurate and useful qualitative and quantitative data - Methods used to assess the indicators are objective and will yield quantitative as well as qualitative data. Methods are replicable and will produce data that can be generalized to similar populations. Benchmarks and goals have been set in terms of numerical units. In addition to standardized tests, surveys and instruments will be developed to systematically collect information that is specific to the project. The use of an external evaluator further reduces the chance of bias and ensures the integrity of the data and reports. Base-line data are included in this application. Evaluation measures will be compared against this baseline data and reported in the same format. The district has an automated data collection system, *Student TERMS*, and the required SLC data will be available on that system. Annually, the state publishes this data electronically for all school districts, as well as comparable measures for other districts and statewide averages. The schools are fully committed to participation in this project and understand their responsibility for helping the Project Manager collect appropriate data for annual reports. The evaluator will visit each site, conduct interviews, collect survey data, and coordinate teacher observation reports.

Project Evaluation Timeline

Tasks	Responsible	Yr 1	Yrs 2, 3 & 4	Yr 5
Meet with project manager to finalize/ review evaluation plan	Evaluator/Project Manager/Schools	Sept	Aug	Aug
Specify dates for site visits with project manager, personnel, & stakeholders.	Evaluator/Project Manager/Schools	Oct	Sept	Sept
Develop surveys and other measures	Evaluator	Oct	Sept	Sept
Review surveys and other measures with project personnel – edit as needed	Evaluator/Project Manager/Schools	Nov	Oct	Oct
Evaluation visits	Evaluator	Nov, Feb, May	Oct, Jan April	Oct, Jan April
Complete formative evaluation reports	Evaluator	Nov, Feb, May	Oct, Jan April	Oct, Jan April
Administer survey instruments	Managert/Staff	March	March	March
Submit data and survey results	Project Manager	April	April	April
Analyze data	Evaluator	May	May	May

2A) Data for performance indicators As part of Florida's A+ Plan developed in accordance with Part A of Title I ESEA, state test data is already reported by subgroups, including major racial/ethnic groups, students with disabilities, students with limited English proficiency, and economically disadvantaged students. These data are reported to districts on a state-produced report card and publicly available on the Florida DOE website. In addition to state test data, other indicators that will show progress toward the USDE

performance measures include graduation rates, the percentage of graduates continuing their education after high school, and the percentage of students employed by one quarter after graduation.

2B) Other measures identified by the applicant as performance indicators – The district has identified other measures as indicators for project success. Quantitative data will be collected on achievement gap between all students and those in *NCLB* subgroups; grade point averages (2.2 or higher); success (C or higher) in high level/rigorous math and science courses; behavioral incidents leading to student suspensions (internal or external). Qualitative data includes feedback from interviews, survey results, and classroom observations.

(3) Timely and regular feedback -The evaluation plan includes both formative & summative components. As part of the formative evaluation, the outside evaluator will visit each of the funded schools three times per year to meet with project manager, staff, principals; interview teachers, students, partners; and observe classroom instruction. Site visits will focus on documenting leading indicators correlated with the formative evaluation. At the conclusion of each site visit, the evaluator will meet with school staff and project manager to provide verbal debriefings. Following each visit, project manager will receive a written report detailing information on each site including the success and progress of SLC implementation as well as identifying areas that need improvement and making appropriate recommendations.

(1) Qualifications, training and experience of the independent evaluator - Deidra K. Honeywell, Ph.D., president of DKH Consulting Services, Inc., has extensive experience evaluating, designing, and implementing state and federally funded projects. Dr. Honeywell is currently part of the evaluation teams for federal projects in 5 school districts in 5 different states. She prepares formative evaluation reports after each site visit and the annual reports due to the U.S.D.E. Dr. Honeywell has a Ph.D. in curriculum & instruction, a Masters in gifted education and a Bachelors in secondary mathematics education. She has over 36 years of experience. As needed, Dr. Margaret Kane, a field consultant for DKH, provides statistical analyses and reports. Dr. Kane is currently the Coordinator of Statistical Research at the Policy and Services Research Data Center (PSRDC) at the University of South Florida. She has a Ph.D. in curriculum and instruction with specialties in the areas of educational measurement and research and special

education. She has conducted program evaluations for school districts and social programs such as Head Start and Early Head Start. She has ten years of experience in research methodologies, data collection strategies and statistical analyses.

Evaluation Assurance For each formative evaluation visit and follow-up report, the Project Manager will immediately meet with staff from both schools, as well as district staff, advisory board members, parents, and student leaders, to review the report, recommendations for improvement, and develop an action plan in response to the evaluator's recommendations. When the evaluator is scheduled to visit again, the previous formative evaluation and recommendations will be publicly addressed in a Power Point presentation, providing the current status and progress of the project, previous evaluator recommendations and specific actions taken in response to improve the project. This will also be an opportunity to publicly share project successes. At the end of the year, the annual summative report will be presented to the School Board in a publicly advertised Board Workshop. This will be advertised to the public for interested participants. All stakeholders will receive individual invitations to attend and, if they so desire, to speak to the School Board to give their perception of the project status to date.