

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

THIS CONTRACT is entered into this 20<sup>th</sup> day of July, 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 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 July 20, 2006 through June 30, 2007.

**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 and/or, placements 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) and/or the Comprehensive Adult Student Assessment System (CASAS).
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 (LCPs), placement, retention, promotion. 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.**

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Darlene Kostrub,  
Executive Director

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(Witness)

**THE SCHOOL BOARD OF PALM  
BEACH COUNTY**

\_\_\_\_\_  
Thomas E. Lynch, Chairman

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Arthur C. Johnson, Ph.D.  
Superintendent

Reviewed and approved by the Office  
Of Chief Counsel:

  
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6/2/08