



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**School District Consultant
 Agreement**

**Agreement between the School Board of Palm Beach County and
 PLAYIMAGE INC.**

AGENDA ITEM NUMBER	BOARD MEETING DATE November 21, 2006
CONTACT Ann Faraone	PX 22902
SCHOOL / DEPARTMENT Student Intervention Services	

THIS AGREEMENT is entered into this twenty-second day of November, 2006 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and PLAYIMAGE 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 November 22, 2006 and shall end on June 30, 2007

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

PlayImage personnel will provide professional broadcast production expertise, guidance and training to standardize operations within The Education Network (T.E.N.). Consultant will develop and standardize procedures and processes necessary to strengthen infrastructure, program development and technology utilization, in alignment with the district's approved capital projects, enabling T.E.N. to address the needs of our schools and communities. See Attachment #1.

B. Time, date, and location of services:

November 22, 2006 - June 30, 2007

T.E.N. (The Education Network) and various locations

3. CONSULTANT BACKGROUND INFORMATION

Education Awards: Emmy, CINE Golden Eagle, Tellys; produced 100+ PBS documentaries; founding member PBC Film & TV Office

Position and Address Bob Buruchian, President, 2901 Clint Moore Rd., #420, Boca Raton, FL 33496

Target Group/School/Department Student Intervention Services/T.E.N., schools and community

Approximate Number to be Served 172,000 plus

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Ann Faraone, Director, Student Intervention Services

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 \$144,000.00 The source of funds is Department of Student Intervention Services

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	3999	7410	531010	9018		8235	

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)

\$144,000

(\$ 144,000.00), for a maximum of 2880 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: 50 Flat Rate: _____

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:

Alison Adler, Ed.D., Chief, Safety and Learning Environment

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. § 112.061 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)

Bob Buruchian, President

PLAYIMAGE INC.

2901 Clint Moore Rd., #420, Boca Raton, FL 33496

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 (If contract is going to Board for approval)**



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 (PBSD 2075)

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

- \$2,500 or less requires consultant and principal/director signature only.
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

	<u>10/18/06</u>	Bob Buruchian, President
SIGNATURE OF CONSULTANT	DATE	PRINT NAME OF THE CONSULTANT
	<u>10-18-06</u>	Ann Faraone, Director, Student Intervention Services
SIGNATURE OF PRINCIPAL / DIRECTOR	DATE	PRINT NAME OF THE PRINCIPAL / DIRECTOR

		Alison Adler, Chief of Safety and Learning Environment
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	DATE	PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
	<u>10/26/06</u>	Ann Killets, Chief Academic Officer
SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	DATE	PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
	<u>10-25-06</u>	Kalanthina R. Dillaway
SIGNATURE OF LEGAL SERVICES DESIGNEE	DATE	PRINT NAME OF THE LEGAL SERVICES DESIGNEE
SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT	DATE	SIGNATURE OF THOMAS E. LYNCH SCHOOL BOARD CHAIRMAN
		DATE

ATTACHMENT #1
THE EDUCATION NETWORK/ PLAYIMAGE

OVERALL OBJECTIVES:

THE EDUCATION NETWORK is poised to begin its next phase as an important education resource for our students, our teachers, our community.

The overall goals of The PLAYIMAGE Team are to help initiate the procedures and processes necessary to make T.E.N. ready to face the challenges and opportunities that lie ahead.

The PLAYIMAGE Team will help prepare the station's infrastructure for the future through a process of Team Building through Programming, Production, and Training.

In this way, as our productions become more ambitious, the process will become a learning/training process for the staff as well as the audience.

I. PERSONNEL

A. NEW PERSONNEL:

The PLAYIMAGE Team will work with THE EDUCATION NETWORK management staff to hire new production and technical employees. PLAYIMAGE will

1. Seek out and recruit,
2. Interview,
3. Identify, and
4. Train new production and technical employees.

Working with Dr. Judy Garcia, Ann Faraone, and Paul Johnson, The PLAYIMAGE Team will develop job descriptions and criteria for each job category. With a vast record of experience in both management and front-line, day-to-day production personnel expertise, The PLAYIMAGE Team will help establish minimum standards for job skills, develop criteria for realistic expectations of job performance for both management and applicants, develop interview questionnaires, be present during interviews, and offer expertise in candidate selection.

Using their in-depth resources, PLAYIMAGE will then aid in the advertising and networking aspects of hiring the most highly trained personnel available that will be the right fit for the needs of the station. PLAYIMAGE has access to suitable print media and on-line resources for seeking new personnel in order to fill the industry-specific positions with the most suitably qualified candidates.

B. EXISTING PERSONNEL

As mentioned in the OBJECTIVES, on-going training and cross-training for existing personnel is essential. During the hiring process, The PLAYIMAGE Team will develop short and long range goals to establish a standardized producing process, or critical path, to assure projects are produced according to the highest broadcast standards, on-time, and on-budget.

This step-by-step, standardized, uniform process shall become the benchmark for all production, so all production personnel, both new staff and existing staff, are utilizing the same standards and methods.

The result will be better, more effective programming, produced more efficiently, and using T.E.N.'s resources to their fullest capacity.

Existing staff can view every production as a positive, exciting, *learning* experience that will result in each one becoming better, more efficient, more creative producers. Just as teachers undergo "staff development" our staff will be on a continuous learning curve, developing skill sets in new media technologies. The procedures put into place will formalize the development of a job-specific Procedures Manual, based upon standard operating procedures in the broadcast industry, to standardize positions, procedures, and performance expectations at T.EN.

C. FREELANCE PERSONNEL

The PLAYIMAGE Team will develop freelance personnel resource files, assuring an in-depth pool of production people willing and able to comply with T.E.N.'s regulations and rates, enabling T.E.N. to supplement staff on an as-needed production basis, with highly qualified professionals.

As with our new personnel, all freelancers will have to be the right fit for T.E.N., which will include an ability to not only work in their job category, but to teach other personnel and interface positively with all staff.

II. STATION INFRASTRUCTURE & PROCESS

THE PLAYIMAGE TEAM will continue to evaluate and make recommendations for improved station infrastructure.

This process will cover tasks usually associated with Production Manager and Program Developer, up through, and after the time actual personnel for these roles are in place to ensure quality development of the infrastructure.

1. A Production Manager, who schedules and allocates all production resources including personnel and equipment. Appropriate software will be evaluated and recommended, enabling the accurate, efficient, and timely scheduling of resources that can be accessed by everyone on their computers, but revised only by key personnel.

This role will also help establish practices, procedures, and rates for School Board Departments and/or community and business entities wishing to book production or request services from T.E.N.

2. A Program Developer, who will confer with teachers and department heads to determine the production needs aligned to District Key Results. Technical training for teachers will be developed, enabling them to fully implement and utilize the technology available to enhance and enrich instruction.

3. Emphasis at all times will be on "Production as a Learning Process," In addition to specific training outlined above, general training and uniform station process will be emphasized. A signature Procedures Manual will result, for creative and efficient productions.

III. PROGRAM DEVELOPMENT

The most exciting part of INFRASTRUCTURE DEVELOPMENT is in the training associated with the production of several proposed programs, designed to educate students and parents, as well as give T.E.N. a much higher profile in the community. Embedded into each program production, would be training in best standards and procedures.

As T.E.N. current and future personnel, equipment, and scheduling resources allow, these programs include

A. News Cut-Ins: Broadcast during the terminal hour break, these News Cut-Ins would provide viewers with up-to-date information provided by The School Board, Public Affairs, Schools, and Community Agencies.

B. Teacher-of-the-Week: This program pays tribute to an Elementary, Middle, and High School Teacher every week. At least one of the schools featured would be a Career Academy, thereby publicizing their efforts, as well. An initial meeting has been held with top management of the Palm Beach POST, to coincide with their similar program, and/or sponsorship.

C. Electronic Field Trips: A camera crew follows a class as they visit some of the most interesting sites in Palm Beach County, offering access to cultural opportunities for students, especially in underserved areas.

D. TeKnowledge: Host Lee Keller visits with some of our top science and technology teachers for updates from their world, sharing best practices, challenges, and successes.

E. The Student Channel: Students contribute video stories for broadcast. One permutation of this idea could be "Radio on TV," where students host their own radio shows for music, talk, and current events. The program would be broadcast from T.E.N.'s audio booth. This channel could emulate such existing programs as Connect With Kids, and Couch Kids.

IV. PROMOTIONAL CAMPAIGN

Recently PLAYIMAGE proposed, and Dr. Judy Garcia approved, a series of STATION I.D.'s, THANK-YOU's, and PROMOS for the CHINESE, MEXICAN, and DISCOVERY programming. PLAYIMAGE will complete production on these promos and would develop a strategy for an ongoing, on-air, promotional campaign.

V. TEACHER TEK

The PLAYIMAGE Team will assist in designing a "Technology Assessment" questionnaire to determine *which* schools have *what* equipment, so subsequent, equipment specific training sessions can be offered, matched to the individual school's requirements.

The PLAYIMAGE Team will establish collaboration with Library Media Departments to seek input from recognized leaders in Library Media at the elementary, middle, and high school levels.

The PLAYIMAGE Team will develop and lead teaching programs and seminars geared toward visitors to T.E.N.'s TECHNOLOGY UTILIZATION CENTER.

These seminars will develop and instruct best standards and practices, to empower teachers to realize their proposed productions in the most effective, creative, and efficient manner possible.

VI. REVENUE STREAMS

PLAYIMAGE will promote T.E.N.'s studio and production resources to outside producers and the production community, offering these resources for payment that is competitive with other local facilities with similar resources.

These REVENUE STREAMS from outside producers will help defray costs of new program development and production for T.E.N., leading to future, self-sustaining facility.

Attachment #1 Playimage, Inc.

PLAYIMAGE will help establish guidelines and practices for this use by outside clients, aligned to District Lease Agreement standards. Additional criteria will include suitability for T.E.N. broadcast, learning opportunities for existing staff, payment guidelines, etc.