



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

School District Consultant Agreement

AGENDA ITEM NUMBER	BOARD MEETING DATE January 24, 2007
CONTACT Barbara Terembes	PX 48118
SCHOOL / DEPARTMENT Compliance and Special Projects	

Agreement between the School Board of Palm Beach County and
Dr. Anne Marks

THIS AGREEMENT is entered into this twenty-fifth day of January, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Dr. Anne Marks 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 25, 2007 and shall end on June 25, 2007

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Consultant will provide Diagnostic Test Pareto analysis for all tested students. Additionally, consultant will provide problem sets and practice sets, learning curve analysis, predictor analysis, materials tailored to "push" students, teacher and training support and administrator training and support

B. Time, date, and location of services:

Times, dates, and locations will vary from school to school at the participating schools

3. CONSULTANT BACKGROUND INFORMATION

Education Ph.D. in Solid State Physics

Position and Address Dr. Anne Marks 2929 Zorno Way Suite 104 Delray Beach, FL 33445

Target Group/School/Department 24 pilot and implementation schools

Approximate Number to be Served 55,000+ students

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Area Superintendents and Academic Leadership Team

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 \$296,655.00 The source of funds is Title V

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9031	4202	6402	531010	6551		000	

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)

two-hundred ninety-six thousand, six-hundred and fifty-five dollars and xx/100

(\$ 296,655.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: _____ Flat Rate: \$7.50 per tested student

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:

Kay Scott, Director of NCLB/Federal Programs

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.

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	<u>Educate Kids (Dr. Anne Marks)</u>	SCHOOL BOARD OF
Address	<u>2929 Zorno Way Suite 104</u>	PALM BEACH COUNTY, FLORIDA
	<u>Delray Beach, FL 33445</u>	Purchasing Department
		3300 Forest Hill Boulevard, Suite A 323
		West Palm Beach, Florida 33406
Telephone #	(561) - _____	Extension # <u>512-0886</u>
Consultant Email (required)	<u>Anne@educatekids.com</u>	


20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)

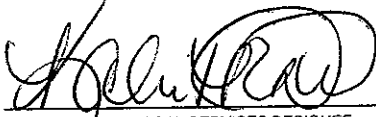
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these **mandatory** attachments)

- "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.

 SIGNATURE OF CONSULTANT	<u>12/20/06</u> DATE	<u>Anne M. Marks</u> PRINT NAME OF THE CONSULTANT
_____ SIGNATURE OF PRINCIPAL / DIRECTOR	_____ DATE	_____ PRINT NAME OF THE PRINCIPAL / DIRECTOR

_____ SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	_____ DATE	_____ PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
_____ SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	_____ DATE	_____ PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	<u>1-4-07</u> DATE	<u>Kalinthia R. Dillard</u> 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	_____ DATE



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated , 12-20-06
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and vendor partner
(named below).

School or School Board Palm Beach County
Vendor or Partner Educate Kids

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, The School
Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Party") as an "other
school official" for the purpose of receiving limited personally-identifiable student information under section 1002.22(3)(d)2,
Florida Statutes, because the School Board recognizes the Party has a legitimate educational interest in receiving this
information in order to carry out the Party's responsibilities for the school or School Board 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 Party's duties and/or services under the Contract. The School Board 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. (Indicate fields of data requesting below); and

SSS Diagnostic Test Results by student including
teacher course # and section # for all listed regular
and pilot schools

- 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 the Party's
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 other 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 minor child's 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 or the School Board (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:

Legal name of the Party (vendor/partner)

Educate Kids/Revelationary Inc

[Signature]

Signature of person having authority
to enter legally binding agreements
on behalf of the Party.

12/20/06

Date

The School

or The School Board of Palm Beach County, Florida

[Signature]
Signature of person having authority
to enter legally binding agreements
on behalf of the School or The School Board of
Palm Beach County, Florida

Date



*Data-driven Instruction to Raise
Student Achievement Levels*

QUOTE

Educate Kids
2929 Zorno Way,
Delray Beach, Florida 33445
(561) 512-0886
anne@educatekids.com

DATE: DECEMBER 19, 2006
INVOICE # 002

EXPIRATION DATE JANUARY 19, 2007

TO Ann Killets, Chief Academic Officer
Palm Beach School District
3300 Forest Hill Boulevard, C-316
West Palm Beach, Florida 33406-5813
(561) 649-6888
Customer ID: PBSB

QTY	ITEM #	DESCRIPTION	
1	1	Diagnostic Test Pareto Analyses	
30	2	Problem Set and Practice Test CD's	
1	3	Master Table Set-up	
1	4	Learning Curve Analysis	
1	5	Predictor Analysis	
1	6	Materials Tailored to "Push" Students	
1	7	Training and Support	
		All items per school. See attached school roster.	
		NUMBER OF STUDENTS	39,554
		PRICE PER STUDENT	\$15.00
		TOTAL	\$593,310.00
		LESS: NEGOTIATED DISCOUNT (50% OR \$7.50/STUDENT)	\$296,655.00
		DISCOUNTED TOTAL	\$296,655.00

Quotation prepared by: *Anne M. Marks, President*

This is a quotation on the goods named, subject to the conditions noted below. (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____