



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

**Agreement between the School Board of Palm Beach County and
Dineh Company**

AGENDA ITEM NUMBER	BOARD MEETING DATE January 10, 2007
CONTACT Sharon Swan	PX 48214
SCHOOL / DEPARTMENT Purchasing	

THIS AGREEMENT is entered into this eighth day of January, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Dineh Company, 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 8, 2007 and shall end on June 30, 2007

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

PeopleSoft Version 8.9 - Supply Chain Production Support

B. Time, date, and location of services:

Consultant will work on site.

3. CONSULTANT BACKGROUND INFORMATION

Education _____

Position and Address _____

Target Group/School/Department ERP Project Team

Approximate Number to be Served Support District ERP Implementation

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Sharon Swan - Director Purchasing

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 \$145,000.00 The source of funds is ERP Department Budget

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9028	3965	7410	569120	8369	C405	000	NPRJ

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)

One Hundred-Forty-Five Thousand Dollars and 00/100

(\$ 145,000.00), for a maximum of 1000 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: \$145.00 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:

Sharon Swan - Director Purchasing

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 included in hourly rate 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 _____ Rena Martin _____

Address _____

Telephone # (512) 633 - 4122 Extension # _____

Consultant Email **(required)** _____

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.


SIGNATURE OF CONSULTANT

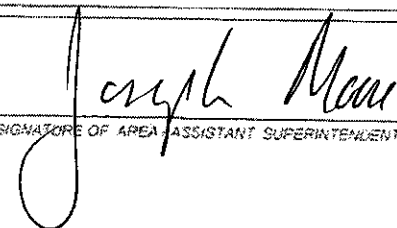
4/3/07
DATE

Rena Martin
PRINT NAME OF THE CONSULTANT


SIGNATURE OF PRINCIPAL / DIRECTOR

1/3/07
DATE

Sharon Swan - Director Purchasing
PRINT NAME OF THE PRINCIPAL / DIRECTOR


SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT

1/4/07
DATE

PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT

SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER

DATE

Joseph Moore, Chief Operating Officer
PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER


SIGNATURE OF LEGAL SERVICES DESIGNEE

1-4-07
DATE

Kalintha Dillard
PRINT NAME OF THE LEGAL SERVICES DESIGNEE

SIGNATURE OF ARTHUR C. JOHNSON, Ph. D.
SUPERINTENDENT

DATE

SIGNATURE OF WILLIAM G. GRAHAM
SCHOOL BOARD CHAIRMAN

DATE

Rena Martin
renammartin@dinehcompany.com
493 C/R 381, Rockdale, TX. 76567
cell: 512-633-4122



Rena Martin

GENERAL

- Over 14 years of relevant experience in the accounting and auditing with 9 years experience in analysis, design, and deployment of financial applications.
- Highly skilled PeopleSoft 8 Certified Financials Consultant and Trainer for Releases 7.5, 8.4, and 8.9 with emphasis in Education and Government.
- Dedicated to work and has a personal and professional commitment to the delivery of high quality services with an absolute focus on client satisfaction

SKILLS

- PeopleSoft Financials from Release 7.0 to 8.9 -- Accounts Payable, Purchasing, Requisitions, RFQ's, Procurement Contracts, Manage Shipments; Inventory, UPK (User Productivity Kit) and Query.
- PeopleTools Utilities, Query, SQL Trace, Application Engine Trace, Data Designer
- SQA Test Script Development
- Microsoft Office Suite
- Environments -- Client Server, Mainframes, Desktops, Laptops

EXPERIENCE

DINEH COMPANY

Financials Lead

July 2005 – Present

Palm Beach County School District (PBCSD)

- Participated in implementation of 8.9 Purchasing and eProcurement. Completed the 'to be' business process documents for all major procurements steps. Assisted with the configuration and testing of the application.
- Developed end user training manual for requisitions using the UPK tool. Developed the Training guide for the Requisition class. Developed training material and conducted Train-the-Trainer sessions for the Time and Labor module. Maintained the training databases.
- Participated in Open Labs to address individual user issues and to reinforce new business processes.
- Create job aides for end users
- Create UPKs for various Financials and HCM modules
- Currently providing post production support for purchasing and inventory. Logging PeopleSoft as and testing fixes for production as needed.

February 2005 – June 2005
Central Connecticut Health Alliance (CCHA)

- Participated in post production support of 8.4 Accounts Payable. Resolved conversions issues, matching issues, completed business process redesigns, and provided additional training as requested. Provided design specifications and completed testing of customizations.

October 2004 – February 2005
California Public Employee's Retirement System (CalPERS) Phase II

- Participated in the 7.53 to 8.8 Financials upgrade. Specific area of responsibility is Accounts Payable and Purchasing.
- Participated in the completion of the upgrade. Verified and tested customizations in 8.8 production. Worked with the technical team to create and modify additional customization as needed.
- Completed post production support.
- Completed end-user training for payable and purchasing. Completed training plan and schedule. Completed all preparation and testing of training database.
- Update user desk manuals and configuration documents to reflect 8.8 functionality and modified CalPERS business processes.
- Assisted with user security throughout the upgrade and post production.

RAPIDIGM INC.
Financials Lead

June – September 2004
California Public Employee's Retirement System (CalPERS) Phase I

- Participated in the 7.53 to 8.8 Financials upgrade. Specific area of responsibility is Accounts Payable and Purchasing.
- Completed fit/gap analysis, including documentation and identifying alternative solutions.
- Assisted in the documentation, application and testing of customizations upgraded in 8.8.
- Reviewed current security settings and assisted in the security upgrade.
- Assisted with upgrading Nvision, Crystal, and SQR reports and queries.
- Completed configuration and recommended use of new functionality and redesign of associated business processes.
- Identified and documented test scripts for new functionality and redesigned business processes.
- Participated in upgrade testing and PS bundle testing.
- Trained module leads on new 8.8 delivered features and functionality

May 2003 – May 2004
AMS

- Participated in an 8.4 CRM (Customer Relationship Management) and Supply Chain implementation. Specific area of responsibility was General Ledger, Accounts Payable, Purchasing, Inventory, and eBill configuration and deployment.
- Completed fit/gap analysis, configuration, and unit/system testing of modules.
- Participated in service pack testing, database maintenance and ensured database integrity.
- Worked with client to reconfigure business processes as needed. Completed knowledge transfers, training and created documentation to facilitate successful "Go Live".

- Oversight of integration testing and data flow from the CRM application (front-end) to the Financials application (backoffice).
- Participated in the integration and “synching” data and transactions between PS Financials and PS CRM database.
- Configured client security and tested roles. Configured and tested EIPs
- Worked client on integration with third party systems such as Vertex, CyberSource, and client banks.

EPICEDGE

Functional Team Lead

January 1998 – April 2003

Texas State Comptroller of Public Accounts

- Led a team of functional business analysts and ISAS statewide trainers who worked in all PeopleSoft Financial modules for releases 7.02, 7.52 and 8.4.
- Participated in the planning and completion of three upgrade life cycles for multiple platforms: Upgrades 6.0-7.0, 7.0-7.5, 7.5- 8.4 and three service pack releases 7.0-7.02, 7.50-7.51 and 7.51-7.52.
- Provided User Support to state agencies via focus group/upgrade issues meetings, onsite upgrade assistance and testing, and problem reports as requested, including system design, process re-engineering aimed at determining viable solutions to implementation and to meet business process constraints.
- Supervised the maintenance of more than 20 legacy interfaces (USAS, USPS, GSC, SPA, etc.) to and from ISAS between state agencies and the Comptroller’s Office mainframe.
- Managed team using CMM (Capability Maturity Model) methodology.
- Wrote Configuration Documents, Configuration Checklists, Scoping Documentation, Training Manuals and Test Scripts/Test Cases for PeopleSoft 8.4 Inventory, Accounts Payable, Asset Management and Accounts Receivable modules.
- Lead Analyst for the Accounts Payable and Inventory modules and secondary support for the Purchasing module.

TEXAS STATE AUDITOR’S OFFICE

Assistant State Auditor

1995 – 1997

- Conducted various performance and financial audits of state agencies, colleges and universities.
- Completed reviews of agency processes and controls.
- Addressed economic and efficiency issues.
- Performed contract compliance reviews.
- Identified and defined problem areas, developed criteria, assembled research data, reviewed analyzed and prepared working papers.
- Developed results and conclusions from research and analysis, composed summary memos, presented and negotiated the resolutions.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Internal Auditor

1992 – 1995

- Lead Auditor and Supervisor of other auditors with regard to completion of work assignments.
- Trained entry-level auditors.

- Participated in contract compliance audits with private sector vendors.
- Audited County Probation programs to ensure the accomplishment of TDCJ objectives and compliance with statutes.
- Created flowcharts and tested the release systems of the Parole Selection Division.

EDUCATION

- Bachelors of Arts Southwestern University Georgetown, Texas 1992