



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

AGENDA ITEM NUMBER	BOARD MEETING DATE 2/21/07
CONTACT Dr. Susan Atherley	PX 42500
SCHOOL / DEPARTMENT Osceola Creek Middle School	

**Agreement between the School Board of Palm Beach County and  
 Ronald Hughes**

THIS AGREEMENT is entered into this 22 day of February, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Ronald Hughes, 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 February 22, 2007 and shall end on June 1, 2007

**2. RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Instruction of Percussion students

B. Time, date, and location of services:

4:05pm - 5:30pm each Monday through June 1, 2007 in the Osceola Creek Middle School Band Room.

**3. CONSULTANT BACKGROUND INFORMATION**

Education BME

Position and Address Consultant, 733 NW 30th Ct. #8, Wilton Manors, Fl. 33311

Target Group/School/Department Band Students/Osceola Creek/Music

Approximate Number to be Served 30

**4. EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Andrew Aldoreta, Band 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 \$1,400.00 The source of funds is Internal Accounts/Band 2/1000.00

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR

**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](http://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 Thousand Four Hundred Dollars

(\$ 1,400.00 ), for a maximum of 56 hours which is based upon the following rate schedule.

Daily Rate: \$25.00 Half Day Rate: \_\_\_\_\_

Hourly Rate: \_\_\_\_\_ 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:

Andrew Aldoretta/Tina Malsbury, Bookkeeper

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 RON HUGHES  
 Address 733 NW 30CT #8  
WILTON MANORS FL  
33311  
 Telephone # (954) 568-0856 Extension # N/A  
 Consultant Email (required) LOWDRUM@AOL.COM

SCHOOL BOARD OF  
 PALM BEACH COUNTY, FLORIDA  
 Purchasing Department  
 3300 Forest Hill Boulevard, Suite A 323  
 West Palm Beach, Florida 33406


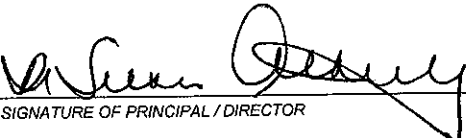
20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)

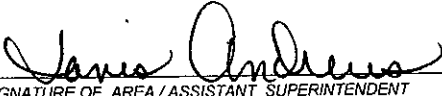

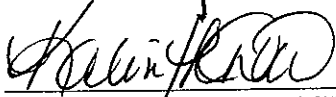
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- "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.

	11/06/06	Ronald F. Hughes, Jr.
SIGNATURE OF CONSULTANT	DATE	PRINT NAME OF THE CONSULTANT
	12/12/06	Dr. Susan Athertey
SIGNATURE OF PRINCIPAL / DIRECTOR	DATE	PRINT NAME OF THE PRINCIPAL / DIRECTOR

	12/20/06	Janis Andrews
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	DATE	PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
	1-18-06	Ana Killets
SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	DATE	PRINT NAME OF THE CHIEF, ACADEMIC / OPERATING OFFICER
	1-17-06	Kaliothia R. Dillard
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
SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT	DATE	SIGNATURE OF THOMAS E. LYNCH SCHOOL BOARD CHAIRMAN