

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

School District Consultant Agreement

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

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

SCHOOL					
1					
or the					
to the					
Time, date, and location of services: 4:05pm - 5:30pm each Monday through June 1,2 007 in the Osceola Creek Middle School Band Room. 3. CONSULTANT BACKGROUND INFORMATION					
DYEAR					
D 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 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 hours which is based upon the following rate schedule. Daily Rate: Half Day Rate: Flat Rate: Hourly 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 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

8. BACKGROUND CHECKS/FINGERPRINTING

(Exhibit C) which is attached hereto and incorporated herein.

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.

accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information

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.

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 rt

	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 \square is \boxtimes 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. § 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	
17.	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.	
	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%)	
	If a consultant not representing a firm, I am a minority.	
	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	

☐ American Indian or Alaskan Native ☐ Disabled

18.				
19.	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. NOTICES			
13.	Any notice permitted or required under this Agreement shall be in writing and same, and shall be served either by personal delivery or certified mail to the addresses:	signed by the party giving or serving the following persons and at the following		
Consultant RON HUGHES		SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA		
Address 733 NW 30CT #8		Purchasing Department 3300 Forest Hill Boulevard, Suite A 323		
WILTON MANORS FL 33311		West Palm Beach, Florida 33406		
Telep	hone # (151) 568-0856 Extension # N/A			
Consultant Email (required) Low DRum @ AoL, Com				
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 2			
	"Exhibit B" - Beneficial Interest and Disclosure of O			
\$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.				
SIG	formed F. Held 1/06/06 Royald DATE PRINT NAME OF THE CO	F. Heghes, Jr.		
SI	GNATURE OF PRINCIPAL/DIRECTOR DATE OF PRINT NAME OF THE	usan Otherteey PRINCIPAL/DIRECTOR		
SIG	NATURE OF AREA/ASSISTANT SUPERINTENDENT DATE PRINT NAME OF THE A	Andrews REA/ASSISTANT SUPERINTENDENT		

SIGNATURE OF THOMAS E. LYNCH SCHOOL BOARD CHAIRMAN

DATE

DATE

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