



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

Agreement between the School Board of Palm Beach County and
DKB Consulting, Inc.

AGENDA ITEM NUMBER	BOARD MEETING DATE
CONTACT Darron Davis	PX 48953
SCHOOL / DEPARTMENT Human Resources	

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

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

PeopleSoft Version 8.9 - HR/Payroll/Benefit Admin. Processes.

B. Time, date, and location of services:

Consultant will work on site January 21, 2007 through June 30, 2007

3. CONSULTANT BACKGROUND INFORMATION

Education Bachelor of Science Degree, Business, Shippensburg University, Shippensburg, PA

Position and Address Consultant, 2236 Wexford Drive, Palmyra, PA 17078

Target Group/School/Department ERP Project Team

Approximate Number to be Served _____

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Darron Davis, Chief of Human Resources

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 \$101,200.00 The source of funds is ERP Department Budget

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9028	3965	7410	569210	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 and one Thousand-Two Hundred Dollars and 00/100

(\$ 101,200.00), for a maximum of 920 hours which is based upon the following rate schedule. ✓

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: \$110.00 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:

Darron Davis

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 _____ for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 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	DKB Consulting, Inc.	SCHOOL BOARD OF
Address	2236 Wexford Drive	PALM BEACH COUNTY, FLORIDA
	Palmyra, PA 17078	Purchasing Department
		3300 Forest Hill Boulevard, Suite A 323
		West Palm Beach, Florida 33406

Telephone # (717) 439 - 9189 Extension # _____

Consultant Email (**required**) dkbconsultinginc@comcast.net

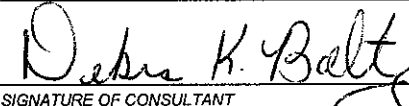

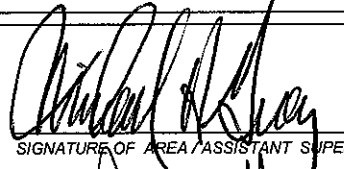
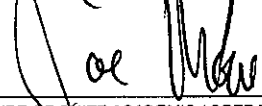

20. **MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)**

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>1-23-2007</u> DATE	<u>Debra Boltz</u> PRINT NAME OF THE CONSULTANT
 SIGNATURE OF PRINCIPAL / DIRECTOR	<u>1-24-07</u> DATE	<u>Darron Davis</u> PRINT NAME OF THE PRINCIPAL / DIRECTOR
 SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	<u>1-24-07</u> DATE	<u>Mike Guay</u> PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
 SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	<u>1/24/07</u> DATE	<u>Joseph Moore, Chief Operating Officer</u> PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	<u>1-23-07</u> DATE	<u>Kalinthia Dillard</u> 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

**ADDENDUM TO AGREEMENT BETWEEN THE SCHOOL BOARD OF
PALM BEACH COUNTY AND DKB CONSULTING, INC.**

This Addendum is entered into contemporaneously with, and shall supplement and amend the terms and conditions of the Agreement between the School Board of Palm Beach County and DKB Consulting, Inc. dated the 22nd day of January, 2007 ("Agreement"). To the extent a conflict exists between any of the terms and conditions of the Agreement, including any attachments and exhibits thereto, and any of the terms and conditions of this Addendum, this Addendum shall govern.

The School Board of Palm Beach County ("Board") and DKB Consulting, Inc. ("Consultant") agree as follows:

1. Section 6A of the Agreement is hereby modified and amended to add the following language:
"Consultant's consent to videotaping under this Agreement is limited to a) such times when Consultant is noticed of the videotaping prior to the commencement of same and b) the videotaping of Consultant's performance as it relates to this Agreement."
2. Section 6B of the Agreement is hereby modified and amended to add the following language:
"Consultant shall be compensated bi-weekly for all services that have been verified and approved in accordance with the terms of this subparagraph. School Board shall provide Consultant with reasonable office accommodations and services, including without limitation, office and storage space, reasonable use of computers, telephone facilities, and other related material and equipment, as reasonably requested by Consultant."
3. The sentence in Section 16, which reads, "In the event that Board determines to have the [Agreement] completed by others, the Consultant shall be liable for any costs of completion in excess of that called for this [Agreement]", is hereby stricken from the Agreement.
4. Except as otherwise modified herein, all of the terms and conditions of the Agreement are hereby ratified and remain in effect without revision.

By: _____
The School Board of Palm Beach County

By: Debra K. Balt
DKB Consulting, Inc.

Date: _____

Date: _____

DEBRA BOLTZ

E-mail: dkbconsultinginc@comcast.net

2236 Wexford Drive • Palmyra, PA 17078 • Business Mobile 717.439.9189

7 Years
PSFT

SUMMARY

Results driven human resources system professional with 20 years experience implementing, upgrading, training and production support of PeopleSoft and ADP HR/Benefit/Payroll systems. Proven ability in the manufacturing, pharmaceutical, healthcare and state government with expertise in requirements definition, data mapping for conversion, report development, configuration, testing, training, production support and process redesign to support new systems. Deep knowledge with Administer Workforce, Base Benefits, Benefit Administration, Position Management, Health & Safety, Labor Relations, eBenefits, ePerformance, and 8.9 Absence Management (within Global Payroll) modules.

PROFESSIONAL EXPERIENCE

DKB Consulting, Inc.

November 2006 – Jan 2007

Functional Analyst & SME – ePerformance – Telecommunications Co - - PeopleSoft 8.8

- Fit/Gap Analysis of ePerformance
- Configuration of ePerformance module including workflow and email notification
- Developed testing scripts, security roles for testing, and execution and management of testing plan
- Developed process guidelines/steps for use by end users including managers, employees and HR ePerformance Administrators
- Developed 3 Training Guides for key roles – employee, manager 1/direct supervisor and manager 2/approver 1
- Conducted "Train the Trainer" Session for 4 HR trainers
- Conducted training classes for web-based classes and traditional classroom training

DKB Consulting, Inc.

April 2006 – September 2006

Functional Analyst - HCM Module – Manufacturing - PeopleSoft 8.9 implementation

- Full life cycle implementation for 1 Division and 3 locations. Other Divisions within the Company had previously implemented 8.9.
- Modules include: Workforce Administration, Position Management, Training, Labor Administration, and Monitoring Absences.

DKB Consulting, Inc.

April 2005 – March 2006

Functional Analyst - HCM Module – Government Agency - PeopleSoft 8.8 upgrade to HCM 8.9

- Prepared Business Requirements Documentation and Fit-Gap Analysis document for Leave Tracking and fit to 8.9 Absence Management module
- Provided training to end-users on Query Reporting tool
- Functional Upgrade tasks associated with upgrade from HCM 8.8 to 8.9
- Developed and assisted with execution of test scripts
- Configuration, implementation and testing of Absence Management 8.9 including absence entitlements, absence takes, group calendars, work schedules and other supporting elements

Beacon

October 2004 – March 2005

Functional Analyst & Tester – HCM Modules including eBenefits – Hotel Chain - PeopleSoft 8.8

- Member of upgrade team for PeopleSoft version 7.5 to 8.8
- Developed test scripts for HR, Benefits Administration and Salary Planning modules
- Developed end-user training documentation
- Delivered end-user training on HR, Benefits and Payroll Interface

The Cedar Group

March 2004 – September 2004

Business Configuration Analyst – ePerformance & eRecruit modules –Hospital – PeopleSoft 8.8

- Conducted Fit/Gap Analysis for ePerformance module
- Conducted Fit/Gap Analysis for eRecruit and eRecruit Desktop
- Configured system tables to create on-line performance appraisal documents
- Documented work-flow for performance management and recruitment process

Functional Analyst - Benefits Admin module -Food Manufacturer – PeopleSoft 8.3

- Identify problem with Open Enrollment results based on new plan offered after OE closed
- Documented problem and resolution
- Tested and validated results of SQR program to resolve OE problems

DKB Consulting, Inc.

July 2003 – February 2004

Functional Analyst – HCM modules - Food Manufacturer in – PeopleSoft 7.2

- Provided production support for PeopleSoft 7.02 HR system while Company was converting to another HR Software system and all internal resources were working on new system project.
- Assigned system security for new users
- Developed and produced reports using PS Query to support on-going HR operations including:
 - Recruitment reports – new hires, terminations, transfers
 - EEO & Affirmative Action reports
 - Service award/anniversary reports
 - Pension valuation reports
- Managed the Open Enrollment efforts from an Operations and System perspective including:
 - Updated system tables with new plans, rates and eligibility rules
 - Tested enrollment process and integration with TALX IVR system
 - Produced personalized enrollment and confirmation forms
 - Developed benefit enrollment reports to reflect new enrollments
 - Managed the retiree medical benefits billing process

Synertech

July 2002 – June 2003

HR Consultant – ADP Horizon HR and Etime systems

- Team Lead for Time and Labor System implementation – ADP eTime product
 - Conducted fit/gap analysis
 - Identified solutions to gaps
 - Developed and documented current business processes (“as-is”) and future (“to-be”) business processes
 - Developed documentation for training and worked with Internal Trainer to deliver training to end users

PricewaterhouseCoopers

February 1999 - April 2002

Principal Consultant – 2000 to 2002

Team member for System Testing for a Pharmaceutical Company - PeopleSoft 8.0

- System testing for benefit administration module including self-service features
- Developed and executed test scripts
- Developed reports to validate testing activities using PS Query
- Monitored testing and validation activities
- Developed and maintained test issues log
- Researched test issues to insure successful resolution

Functional Analyst - Benefits Admin module –Financial Institution – PeopleSoft 8.0

- Conducted fit/gap analysis
- Identified solutions to gaps
- Designed current “as-is” business processes

Subject Matter Expert - Position Management module - Pharmaceutical Company – PeopleSoft 8.0

- SME for Business Process and Improvement Team
- Identified and documented current “as-is” business processes and future “to-be” business processes
- Developed new business rules for use with the new module
- Developed and validated data mapping rules for conversion
- Liaison with the Technical team regarding conversion and testing
- Developed training manual and training documents
- Developed reports to identify conversion issues, validate conversion and new reports to support HR business

Subject Matter Expert - Benefits Administration module - Electronics Company – PeopleSoft 7.5

- Provided expertise with the Benefits Administration module
- Identified integration points between Benefits, HR and Payroll
- Identified and documented current “as-is” business processes and future “to-be” business processes
- Configured all Benefit related tables to support Event Maintenance and Open Enrollment including all benefit plans, options, rates, event classes, event rules and eligibility rules
- Executed test scripts and documented issues
- Researched test issues to insure successful resolution
- Developed training documentation

Consultant – 1999 to 2000

Functional Analyst – HCM modules – University and Hospital – PeopleSoft 7.5

- Provided expertise with the following Human Resource modules
 - Workforce Administration
 - Position Management
 - Salary Administration
 - Recruit Workforce
 - PS Query
- Reviewed system and configuration set-up tables for HR modules
- Validated conversion data
- Provided post-production support and help desk support

Team Leader- Benefits Administration module - Rental Car Company – PeopleSoft 7.5

- Responsible for one PwC Consultant and three client staff
- Provided guidance and expertise on the Benefits Administration module to team
- Identified integration points between Benefits, HR and Payroll
- Reviewed current “as-is” business processes and future “to-be” business processes and provided guidance on new organizational structure based on new processes
- Assisted with configuration of all Benefit related tables including benefit plans, options, rates, event classes, event rules and eligibility rules
- Developed test scripts and assisted with execution of testing and documentation of issues
- Developed training documentation
- Conducted Train the Trainer course

Parallel Testing Team Lead – HCM modules - Pharmaceutical Company – PeopleSoft 7.0

- Team Leader for Parallel Testing of HR modules including
 - Workforce Administration
 - Position Management
- Team member for other Health and Safety module,
- Responsible for seven team members
- Develop and execute test scripts
- Validation of converted data
- Monitor testing and validation activities
- Developed queries to monitor progress of testing

The Hershey Company

July 1980 - February 1999

Staff HRIS Analyst – 1996 – 1999 - HCM PeopleSoft implementation – Version 5.0

- Member of vendor analysis and selection team
- Team Lead for HR modules including:
 - Administer Workforce
 - Position Management
 - Salary Planning
 - Payroll Interface to Dun and Bradstreet system
- Team member for Labor Relations and Health and Safety modules
- Conducted focus group meetings with HR business owners and end users
- Requirements definition
- Configuration of system tables
- Data mapping for conversion
- Testing - unit testing, system testing, user acceptance testing and parallel testing
- Functional Analyst for Benefits Administration module implementation to support Open Enrollment and Event Maintenance
 - Defining functional specifications for in-sourcing administration of benefits
 - Defining event classes and event rules
 - Configuration of all base benefit and benefit administration tables
- Process Improvement team member
- Functional specification for interface of HR and benefits data to MSA payroll system
- Functional specifications for HR reports
- Build and design of reports using PS Query

January 1980 to January 1996: Hershey Foods Corporation - a variety of HRIS positions within the Compensation, Benefit and HRIS functions reflecting increasing responsibilities and roles.

TECHNOLOGY SKILLS

- PeopleSoft HRMS - version 5.12 to Version 8.9 – including use of Application Designer tools
- ADP – CSS Horizon HR and Payroll System including ADP reporting tool – Reportsmith
- ADP – Enterprise Etime – Time and Attendance web-based product
- Advanced Query & Crystal report writing tools – SQL scripts
- Advanced Microsoft Office Products - Word, Excel, PowerPoint, Access, Project, and Visio
- PricewaterhouseCoopers Methodology Tool – Ascendant

EDUCATION

- Bachelor of Science Degree, Business, Shippensburg University, Shippensburg, Pennsylvania
- Ten PeopleSoft Courses including HCM modules, Query Reporting, Application Designer & PeopleTools I. Also, Delta Training courses from Version 7.5 to Version 8.3.
- Completed three of the Certified Employee Benefits Specialist (CEBS) courses.

REFERENCES

Available upon request