



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
**Amendment to Consultant/Service Provider
Memorandum of Agreement**

Amendment Number 2
Date of Amendment 06/06/2007

Consultant/Service Provider A. L. Jackson and Company, P.A.

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County, Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS

Revise the Agreement approved and amended by the School Board on April 11, 2007 as follows:

Extend support for post production in PeopleSoft for Finance, specifically in the area of commitment control, through August 31, 2007.
Maximum number of hours to be increased by 360

Not to exceed \$70,200

In witness whereof, this amendment has been executed on this day and year first above written.

CONSULTANT/SERVICE PROVIDER INFORMATION

A. L. Jackson & Company, P.A.
NAME (type of entity)
71-0889879
SOCIAL SECURITY NUMBER (last four digits only) / EMPLOYEE ID NUMBER
1525 NW 167th Street, Suite 410
MAILING ADDRESS
Miami, FL 33169
CITY / STATE / ZIP CODE
(305) 623 . 3032
TELEPHONE NUMBER / EXTENSION
PBSD 1843 (NEW 9/8/2000)

SIGNATURES

A. L. Jackson President 05/31/07
SIGNATURE OF CONSULTANT/SERVICE PROVIDER TITLE DATE
John J...
SIGNATURE OF AUTHORIZED SCHOOL DEPARTMENT ADMINISTRATOR DATE
Joe Moore 6/1/07
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT DATE
[Signature]
SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE
[Signature]
SIGNATURE OF SCHOOL BOARD CHAIRMAN (if over \$10,000) DATE

**Reviewed and Approved
as to Legal Sufficiency**

[Signature] 6/1/07



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
Amendment to Consultant/Service Provider
Memorandum of Agreement

Amendment Number 1
Date of Amendment 04/12/07

Consultant/Service Provider A L Jackson and Company, PA

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS

The Consultant Agreement between the School District of Palm Beach County and A L Jackson and Company, PA needs amending due to a change in staffing. A L Jackson and Company, PA had provided the School District with a consultant to provide 8.9 PeopleSoft Functional Support in Budget and Commitment Control at \$160.00 per hour. The District realizes that it needs a consultant with a higher level of expertise with this support and A L Jackson and Company, PA has provided us with a replacement, Steve Kacerik, at an increased rate of \$195.00 per hour. This will increase the original agreement from \$80,000 to \$97,500 through June 30, 2007.

In witness whereof, this amendment has been executed on this day and year first above written.

CONSULTANT/SERVICE PROVIDER INFORMATION

Anthony L. Jackson
NAME (Type or print)
7054 / 71-0889879
SOCIAL SECURITY NUMBER (last four digits only) / EMPLOYEE ID NUMBER
1525 NW 167th Street, Suite 410
MAILING ADDRESS
Miami, FL 33169
CITY / STATE / ZIP CODE
(305) 623 - 3032
TELEPHONE NUMBER / EXTENSION
PBSD 1843 (NEW 9/8/2000)

SIGNATURES

<u>A. L. Jackson</u>	President	04/04/07
<u>[Signature]</u>	4-4-07	
<u>[Signature]</u>	4/4/07	
<u>[Signature]</u>	4/11/07	
<u>[Signature]</u>	4/11/07	

**Reviewed and Approved
as to Legal Sufficiency**

[Signature] 4/4/07

PO0001021737



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
School District Consultant Agreement

AGENDA ITEM NUMBER	BOARD MEETING DATE 3/14/07
CONTACT	PX
SCHOOL / DEPARTMENT	

Agreement between the School Board of Palm Beach County and
A. L. Jackson and Company, P.A.

THIS AGREEMENT is entered into this fourteenth day of March, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and A. L. Jackson and Company, P.A. 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 March 15, 2007 and shall end on June 30, 2007

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

8.9 PeopleSoft Functional Support - Budget/ Commitment Control

B. Time, date, and location of services:

Various on site as needed

3. CONSULTANT BACKGROUND INFORMATION

Education TBD

Position and Address _____

Target Group/School/Department _____

Approximate Number to be Served _____

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Mike Burke, Chief Financial Officer

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 \$80,000.00 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)

Eighty Thousand and no/100 dollars

(\$ 80,000.00), for a maximum of 500 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: \$160.00 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:

Mike Burke, Chief Financial Officer

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. § 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 A. L. Jackson and Company, P.A.
 Address 1525 N. W. 167th Street
Suite 410
Miami, Florida 33169

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

Telephone # (305) 623 - 3032 Extension # _____

Consultant Email (required) alj@aljacksonco.com

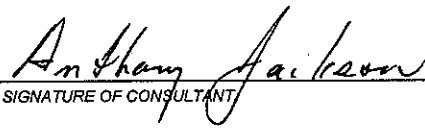
20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)

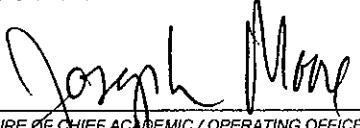
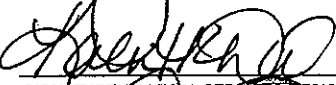
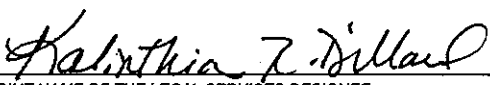
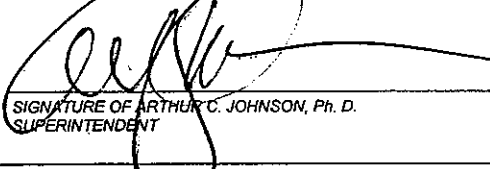
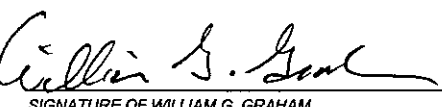
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- "Exhibit A" - Provide consultant evaluation (PBSD 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	3/9/07 DATE	Anthony Jackson PRINT NAME OF THE CONSULTANT
_____ SIGNATURE OF PRINCIPAL / DIRECTOR	_____ DATE	Mike Burke, Chief Financial Officer 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	3/9/07 DATE	Joseph Moore, Chief Operating Officer PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	3-8-07 DATE	 PRINT NAME OF THE LEGAL SERVICES DESIGNEE
 SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT	3/14/07 DATE	 SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN
		3/14/07 DATE

Steve Kacerik

Summary of qualifications

Senior Financial Systems Consultant/Business Analyst

- Specializing in the implementation of PeopleSoft Financials products
- Version 8.4, 8.8, 8.9 experience with Projects, GL, KK ,BD
- More than 10 years consulting experience implementing PeopleSoft Financials
- Industry experience includes 4 years Public Sector Commitment Control
- More than 20 years experience in Accounting and Finance Systems

Work experience:

- Mar 2003 – Present **State of Connecticut** **Hartford, CT**
- **PS 8.4, 8.9 Financials Implementation**
 - Commitment Control lead for the State of Connecticut
 - Designed and configured Commitment Control
 - Execute Actual and Budget fiscal year close (3years)
 - Production Support for Commitment Control/Budget Checking (4 years)
 - Created and implemented reconciliation report between Actuals and Budget
 - Create nVision reports, Allocations and Combination Edit rules
 - Project Costing Implementation Lead
 - Design new Project Budget Structures for Commitment Control
- Aug 2001 – Mar 2003 **Partners Healthcare System Inc.** **Boston, MA**
- **PS 8.4 Projects Implementation**
 - Project Manager/Functional Lead for Projects 8.4 Implementation
 - Integrate Projects with existing financial applications AM, AP, BD, GL, PO
 - Assist in software evaluation for Project budgeting
- Apr 2001 – August 2001 **HealthNow Blue Cross** **Buffalo, NY**
- **PS 8 Financials Upgrade**
 - Provide FIT/GAP Analysis for Financials modules (GL, AP, AM, PO, BD)
 - Recommended changes based on v8 functionality
 - Setup new closing rules using Chartfield Value Sets
- Nov 1999 – March 2001 **Partners Healthcare System Inc.** **Boston, MA**
- **PS 7.5 GL Implementation**
 - Assist with all aspects of GL Implementation
 - Converted history and ran GL closings for multiple years and ledgers
 - Evaluate PS Projects Integration
- Dec 1998 – Oct 1999 **Provident Mutual Insurance** **Berwyn, PA**
- **PS 7.5 Budgets Implementation**
 - Functional lead PS Budgets 7.5 Implementation
 - Assist with General Ledger Chartfield Design and Allocations
- Jul 1998 – Jun 1999 **Delaware North Companies** **Buffalo, NY**
- **PS 7.5 GL Implementation**
 - Lead General Ledger Design and FIT analysis sessions
 - Lead chartfield design, business unit structure and mapping for conversion
 - Assisted technical team in converting financial information
 - Develop Weekly Operating System using PS GL
 - Developed trees, nVision reports and assisted team members in developing their report layouts and scopes

Mar 1998 – Jul 1999 **HealthNow Blue Cross** **Buffalo, NY**

- **PS 7.5 Budgets Implementation**
- Functional lead PS Budgets 7.5 Implementation
- Developed nVision reports and assisted team members in developing their report layouts and scopes
- Coordinated user testing - perform testing, create and maintain testing logs
- Construct allocations and assist team members in design and development of allocations

Nov 1997 – Jun 1998 **Dart Group** **Landover, MD**

- **PS 6 GL Implementation**
- Assisted functional and technical team in converting financial data to GL
- Implemented General Ledger Business Rules for Dart and its subsidiaries
- Assisted functional and technical team in converting financial information to PS from three existing ledgers
- Developed nVision reports and assisted team members in developing their report layouts and scopes
- Coordinated user testing - perform testing, create and maintain testing logs
- Customized and tested the PS journal spreadsheet import for journal import processing
- Construct allocations and assist team members in design and development of allocations

Jan 1997 – Nov 1997 **PRC, Inc.** **McLean, VA**

- **PS Financials Upgrade**
- Provided functional and technical support for the 2.2 - 5.1 General Ledger upgrade
- Developed testing plans and scripts for all financial modules
- Coordinated user testing - perform testing, create and maintain defect logs
- Assisted Functional and Information Systems in resolving system defects
- Implemented Operator and Query Security

Jan 1996 – Jan 1997 Datastudy, Inc.

Jul 1996 – Jan 1997 **Independence Blue Cross** **Philadelphia, PA**

- **PS 5.1 GL Implementation**
- Provided functional support to consolidate the GL chart of accounts for IBC and its subsidiaries
- Completed GL requirement and design documents for chartfield key design, journal processing, reporting, data conversion and other GL 5.1 functionality
- Designed and developed a process for handling interunit accounting transactions
- Developed GL test plans and assisted in unit/system/parallel testing of the GL
- Designed and constructed chartfield element combination checking
- Developed and provided GL user training

Jan 1996 – Jul 1996 **Anthem Blue Cross** **Cincinnati, OH**

- **PS GL Upgrade**
- Developed and maintained GL upgrade project plans
- Documented current PS /GL requirements and design and developed changes necessary for the upgrade
- Developed a plan for reducing the number of chartfield elements required
- Assisted technical resources in comparing differences between the PS/GL 2.2/5.1 releases
- Assisted project manager in coordinating the execution of the upgrade process

- Developed GL training materials for users

Sep 1983 – Jan 1996 Allmerica Financial Worcester, MA

Jan 1994 – Jan 1996 Internal PS General Ledger Implementation Team

- Developed system interface design and strategy
- Lead General Ledger chartfield design
- Provided integration testing
- Designed and built a customization to provide multiple chartfield views for business units

Nov 1989 - Jan 1994 General Ledger Administrator

- Responsible for the administration of the Dun & Bradstreet General Ledger
- Coordinated monthly closings
- Responsible for report development, system controls and security
- Functioned as liaison between accounting and systems

Jan 1988 - Nov 1989 DBS GL Implementation Team

- One of four functional resources responsible for GL implementation
- Designed and implemented journal processing and controls
- Designed and implemented system security

Sep 1983 - Jan 1988 Financial Analyst/Cost Accountant

- Worked in a number of corporate accounting positions for a large Life and Health Insurance Company
- Prepared and analyzed internal Financial reports for management
- Prepared annual statutory insurance reports to be filed with all states
- Provided cost/benefit and break-even analysis for proposed capital expenditures
- Developed workflow and procedural analysis for insurance operations

Education

December 1991 Nichols College Dudley, MA
MBA, Finance

May 1983 Bryant College Smithfield, RI
Bachelors, Accounting