



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

AGENDA ITEM NUMBER	BOARD MEETING DATE June 6, 2007
CONTACT Joseph M. Moore	PX 48510
SCHOOL / DEPARTMENT Chief Operating Officer	

Agreement between the School Board of Palm Beach County and  
**Robert C. Kneip**

THIS AGREEMENT is entered into this seventh day of June, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Robert C. Kneip, 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 June 7, 2007 and shall end on June 30, 2008

**2. RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

To assist in managing the business services of the District.

B. Time, date, and location of services:

Continuous throughout effective date of contract.

**3. CONSULTANT BACKGROUND INFORMATION**

Education \_\_\_\_\_

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 Joseph M. Moore, Chief Operating 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 \$76,000.00 The source of funds is Chief Operating Office

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
	1000	7210	531010	0000	9013	000	

**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)

Seventy-five thousand dollars

(\$ 75,000.00 ), for a maximum of 375 hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_

Hourly Rate: \$200.00 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:

Joseph M. Moore, Chief Operating 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 Lunsford 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 \$1,000.00 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 Robert C. Kneip  
Address 8158 Native Dancer Road East  
Palm Beach Gardens, FL 33418

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

Telephone # ( 561 ) 799 - 1534 Extension # \_\_\_\_\_

Consultant Email (required) rkneip@aol.com

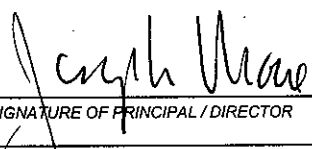
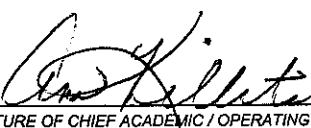


20. **MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)**

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 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.**

<p>_____ SIGNATURE OF CONSULTANT</p>	<p>_____ DATE</p>	<p style="text-align: center;">Robert C. Kneip</p> <p>_____ PRINT NAME OF THE CONSULTANT</p>
<p> SIGNATURE OF PRINCIPAL / DIRECTOR</p>	<p>6/1/07 DATE</p>	<p style="text-align: center;">Joseph M. Moore, Chief Operating Officer</p> <p>_____ PRINT NAME OF THE PRINCIPAL / DIRECTOR</p>
<p> SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT</p>	<p>6/1/07 DATE</p>	<p style="text-align: center;">Ann Killets, Chief Academic Officer</p> <p>_____ PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT</p>
<p> SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER</p>	<p>6/1/07 DATE</p>	<p style="text-align: center;">Kalintina R. Billars</p> <p>_____ PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER</p>
<p> SIGNATURE OF LEGAL SERVICES DESIGNEE</p>	<p>6/1/07 DATE</p>	<p style="text-align: center;">Kalintina R. Billars</p> <p>_____ PRINT NAME OF THE LEGAL SERVICES DESIGNEE</p>
<p>_____ SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT</p>	<p>_____ DATE</p>	<p>_____ SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN</p> <p>_____ DATE</p>

## SCOPE OF WORK

Consultant will assist those responsible for managing the business services of the District in identifying key stakeholders, determining stakeholder expectations and how stakeholders perceive value. At the same time, using an essential services hierarchy, management and staff will begin to categorize workflow in terms of mandated core services, elected core services, and non-essential services. Stakeholder expectations and value perceptions will be used to test the validity of the essential services analysis. When a final hierarchy of services is agreed upon, budgeting and planning assumptions can be measured by compliance with the essential services model and value expectations. As a related task, consultant may be requested to design and execute an analysis of the PeopleSoft/ERP implementation, incorporating the perspectives of members of the business community.

Final product will include a stakeholder analysis, an essential services analysis and recommendations for realigning budgeting and planning processes as described above. Since this will be performed on a "not-to-exceed" basis, specific outcomes may be modified or adjusted to conform to District cost exigencies. If recommendations are implemented, the District can expect a more effective delivery of high value business services at a more efficient cost.

The consultant's efforts will be concentrated on those Departments reporting to the Chief Operating Officer and the Human Resources Department.

## Robert Kneip

Dr. Kneip began his working career with the US Atomic Energy Commission, and subsequently held positions with the US Nuclear Regulatory Commission before joining The Wackenhut Corporation in 1982. By 1988, he had assumed the position of Senior Vice President, Corporate Planning and Development, and was responsible for all strategic planning, marketing, business development, public and investor relations, and training for the parent Corporation and its worldwide subsidiaries. In late 1996, Dr. Kneip founded Oasis Outsourcing, a business process outsourcing company. With subsequent acquisitions and aggressive organic growth, The Oasis Group had surpassed the \$1 billion mark in revenues within its first five years. Dr. Kneip assumed the title of Chairman of the Board in 2003, and remained on the Board until The Oasis Group was sold in early 2006.

Dr. Kneip is very active in the community, and has served on a number of advisory boards for such organizations as the Florida Atlantic University School of Business, Palm Beach Atlantic University Rinker School of Business, the Juvenile Diabetes Foundation, the Palm Beach International Film Festival, the Orange Bowl Committee, the Boy Scouts of America and the Palm Beach Gardens Medical Center. Dr. Kneip served as Chairman of the Business Development Board of Palm Beach County for the 1998 – 1999 term, and Chairman of the North Palm Beach County Chamber of Commerce for the 2001 and 2002 terms. He is currently serving as Chair of the Economic Council of Palm Beach County. He was appointed by the President of the Florida Senate to a select committee on health care for the 2000 Legislative Session. In 2004, Dr. Kneip led a successful, non-partisan campaign to increase funding for public school construction in Palm Beach County. He has received numerous awards recognizing his business and civic contributions, including the Excalibur Award as the Palm Beach County Business Leader of the year for 2004 by the *South Florida Sun-Sentinel* and the Legends of South Florida award given by *South Florida CEO*.

In addition to having served on the advisory board of the Rinker School of Business, Dr. Kneip has served as an Adjunct Professor at Palm Beach Atlantic University, teaching Business Ethics, Business Strategy and Policy, Principles of Business Management and Leadership.

Dr. Kneip lives in Palm Beach Gardens, Florida with his wife. His eldest daughter is a graduate of Virginia Tech, currently living with her husband and three children in the Washington, DC area, while his other two daughters are still pursuing their educations at the University of Southern Mississippi and Auburn University. Dr. Kneip graduated with honors from the University of Iowa, and subsequently earned an M.A. and Ph.D. from Tulane University.