

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

School District Consultant Agreement

AGENDA ITEM NUMBER	BOARD MEETING DATE		
	J	une 6, 2007	
CONTACT		PX	
Joseph Sanches, Chief Of Fac	ilities	47573	
SCHOOL / DEPARTMENT			
Facilities			

Agreement between the School Board of Palm Beach County and

		New_	Dimension	Technology	Corp.		
THIS AGREEM	IENT is entered	d into this	first da	y ofJu	ly , 200	7_ by and betwe	en the SCHOOL
BOARD OF PA hereinafter refe	LM BEACH CC	OUNTY, hereina	fter referred to a	s "Board" and _	New Dime	ension Technolo	gy Corp.
WHEREAS Consultant's se			o this Agreemer	nt with the Consi	ultant, providing	among other th	ings, for the
WHEREAS Board, upon the	, the Consultar e terms and cor	nt desires to ente nditions hereina	er into this Agree fter set forth.	ement with respo	ect to his/her (he	ereinafter his) se	rvices to the
WHEREAS competency, an	, the Consultar od licenses or c	nt is specially tra redentials to pe	nined and posses	sses the necessed services.	ary skills, experi	ence, education	and
NOW, THE	REFORE, the	Board and the C	onsultant agree	as follows:			
	•	ement shall com	nmence on	July 1, 2007	and shall er	nd on October	r 19, 2007
			following service	s:			
Mil	ke Powers will	•	per support serv		n, testing and in	nplementation o	f the CAFM
	ne, date, and lo	cation of service	98:				
3. CONSU	LTANT BACK	GROUND INFO	RMATION				
Education	on B.S. Unive	ersity of West F	lorida				
Position	and Address	New Dimension	on Tech. Corp.,	Consultant, P.O.	Box 18451, W	est Palm Beach,	FL 33416
Target Group/School/Department CAFM Project Team							
Approximate Number to be Served District-Wide							
4. EVALUATION/FOLLOW-UP METHOD							
Evaluation of the Consultant shall be provided by Joseph Sanches, Chief Of Facilities ### TITLE OF THE CONSULTANT SUPERVISOR							
of the Di	istrict at regular	intervals and ir	accordance wit				
FINANCIAL IM	PACT						
The financial	impact is	\$76,800.00	The source	e of funds is $\frac{C_A}{C_A}$	AFM Budget		
DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9043	3999	7440	539900	_ 8353 <u> </u>	9043	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 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-Six Thousand	l-Eight Hundred Dollars ar	nd 00/100	
		(\$_76,800.00), for a maximum of640	hours which is based upo	n the following rate schedule.	
		Daily Rate:		Half Day Rate:		
		Hourly Rate:	\$120.00	Flat Rate:		
		I grant permission	on for any or all parts of this pres	entation to be videotaped.	🛛 Yes 🗌 No	
	B.	been fully and s substantiate the	atisfactorily performed. The Cons	sultant shall submit to the B e of the services for which p	es for which payment is requested hat oard any documentation necessary to payment is requested. The administra :	0
		Joseph Sanches,	, Chief Of Facilities			_
7 .	СО	NFIDENTIALITY	OF STUDENT RECORDS			
	law	s. By signing this		owledges and agrees to co	with student records confidentiality mply with the Family Educational Rig tiality of student records.	hts
	\boxtimes	Consultant will n	not receive student Information.			
			eceive student Information and <i>R</i> to Consultant receiving student ir		ent Information (PBSD 0313) will be	
		legitimate educa accordance with		, Consultant shall hereby b nall enter into the Addendu	e obtained and Consultant has e deemed an "other school official" ir n concerning student information	ı

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
12.	IKAVEL

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.

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.

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.

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.

MINORITY STATUS	
The School District strongly encourages active minority/women business ent services. The Consultant certifies that:	terprise participation with all professional
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
\square American Indian or Alaskan Native $\ \square$ Disabled $\ \square$ White Female	☐ Other

Page 3 of 4 PBSD 1420 (Rev. 4/18/2007)

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			P.O. Box 18541			DALM DEACH COUNTY ELODIDA
Address		West Palm Beach, FL 33416-8541				PALM BEACH COUNTY, FLORIDA Purchasing Department
						23300 Forest Hill Boulevard, Suite A 323 West Palm Beach, Florida 33406
Telephor	ne# <u>(561</u>) 315 -	6642	Extension #		_
Consulta	int Email <u>(reg</u>	uired)			jguerin1@bell	south.net
				MENTS (If contrac		* *
d	documents at					ent, and set forth in the following additional granted without these mandatory
а	ittachments)	"Exhibit A"	-	Provide consultar	nt evaluation (PBSL	2075)
		"Exhibit B"	-	Beneficial Interes	t 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 the	eir signatures on the day and year first above written.
SIGNATURE OF CONSULTANT	DATE	Jon Guerin, New Dimensions Technology Corp. PRINT NAME OF THE CONSULTANT
SIGNATURE OF PRINCIPAL / DIRECTOR	6/1/07 DATE	Joseph Sanches, Chief Of Facilities PRINT NAME OF THE PRINCIPAL/ DIRECTOR
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	DATE	PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
SIGNATURE OF CHIEF ACTOEMIC / OPERATING OFFICER	4 1 (c)	Joseph Moore, Chief Operating Officer PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
SIGNATURE OF LEGAL SERVICES DESIGNEE	Coli OF	Kalinthia Dillard PRINT NAME OF THE LEGAL SERVICES DESIGNEE
SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT	DATE	SIGNATURE OF WILLIAM G. GRAHAM DATE SCHOOL BOARD CHAIRMAN

Summary

- Ten years of experience in PeopleSoft technical and functional consulting services, on PeopleSoft HCM, Financials/SCM systems. (HCM, HRMS, Payroll, Payroll interface, Ben Admin, GL interface, FO/SP/EP/PA/GL/AP/AR/AM/IN/PO/BI, Manager and employee self-service, Enterprise portal, eProfile, eBenefits, eRecruit, Talent Acquisition/Candidate Gateway eProcurement, commitment control, Stock Admin) Version 5-8.9, Tools 5-8.46.07 (Application designer, application engine, application packaging, component interface, application messaging, workflow, data mover, upgrade assistant)
- Supported more than ten PeopleSoft development projects, seven major PeopleSoft upgrades and two major PeopleSoft Implementations for 16 clients most of which were fortune 500 companies.
- Performed design and development services for PeopleSoft Corporation.
- Author of 2 PeopleSoft technical eBooks, Application engine/component interface and object scroll PeopleCode.
- Spoke at the SRUG in Atlanta. A multiple award-winning consultant.
- Design and development utilizing PeopleSoft version 8.x Integration technology. (CI, application messaging)
- Over twenty years programming and scripting experience. (PeopleCode, SQR, Cobol, PL/SQL, Java, ASP, JSP, Unix shell scripts (sh, ksh, csh), Vbscript, Visual Basic, Delphi, Crystal reports, nVision, Cobol)
- Extensive experience in PeopleSoft infrastructure to include upgrade, Installation and administration of Database (Oracle, SQLServer, DB2), Web (Apache, Weblogic, IIs) and PeopleSoft application, process scheduler and PIA servers.
- Extensive Operating system experience on UNIX (Sun Solaris, HP-UX, AIX, Digital), Windows (2000, NT, Citrix), Mainframe (OS/390, MVS) and PBX and predictive dialer (DSP-1000).
- Experience in Website development (Java, JSP, Dreamweavermx, FrontPage, Weblogic)
- Ten years of Management/Leadership experience.

Client Projects

The School District of Palm Beach County, West Palm Beach, FL (11/2006 – Present) Consultant

- PeopleSoft HRMS/Financials/SCM 8.9
- Development of Custom HRMS modules: Reappointments, UAT, Grievances, Fingerprints interface.
- Development of delivered modules Talent Acquisition/Candidate Gateway.
- Upgrade of customizations for implementation of Financials/SCM Maintenance Pack 4, 5.
- EProcurement, PO, AR, Commitment control, budget checking, etc troubleshooting, technical support.

- Development of automated administration scripts (UNIX/Windows)
- Security and technical support.
- Systems Administration and infrastructure support.

Spherion Corporation, FT Lauderdale, FL (6/2006-11/2006) (PS Administrator/Development Consultant)
Development Consultant

- Rewrite of Spherion UAR; Employee/Manager/Administrative Self-Service module
- Customized Workflow, Application engine, **component interface**, page/component/record peoplecode

Administrator Consultant

- Build out and setup production Service Procurement UNIX application and process scheduler servers.
- UNIX shell scripting. Clean, Rsynch and Robocopy directories, Application and process scheduler TWS startup shutdown scripts.
- Troubleshoot DB Refresh, Application Messaging and production issues.
- Quest STAT migrations and TWS STAT startup shutdown scripts

Tropical Shipping, Port of Palm Beach, FL (6/2004-6/2006) (SR. Systems Analyst Consultant)

- PeopleSoft Financials/SCM 8.4, HRMS 8.3 Development/Upgrade
- Design and Development of Custom application messaging PO subsystems.
- Design and development of custom inventory bar code system for material stock request and count. **Application engine/component interface**, documentation and test case specifications.
- Development of custom eReview Self-service manager and employee module.
- Development of AP EDI Interface system.
- Implementation of Payment, Voucher and Vendor Archiving system etc.
- Application engine, **Application messaging, Component interface**, Workflow, PeopleCode, nVision, Crystal, and SQR maintenance, development and upgrade.
- PeopleSoft patches, fixes, bundles and tax updates.
- Installation and configuration of infrastructure for HR and Financials systems.
- Perform Peopletools 8.46 upgrade and Implementation of all financials bundles.
- GL/AP/AR/AM/INV/PO/BI/HR/BA/PY technical support.

Advantech Solutions, Tampa, FL (5/2004-6/2004) (Consultant)

- PeopleSoft HCM 8.8, Financials 8.4 development.
- Enterprise portal, Application engine, SQR, PeopleTools, PeopleCode.
- Standardization and development of client billing reports.

Igate Mastech Professional services (4/2004-5/2004) (Consultant)

- Development of PeopleSoft 8.4 Financials Security training curriculum.
- PeopleSoft Internet Architecture and Security.
- Understanding PeopleSoft Security Architecture.
- Security Administration.
- Sign-In Security.
- Portal Registry Security

Masco Contractor Services, Daytona Beach, FL (11/2003-3/2004) (Consultant)

- PeopleSoft Development consultant for Union payroll activities.
- Analysis and mapping of payroll conversion from ADP to PeopleSoft
- Development of Certified payroll for Unions and Union dues maximum hours control system
- Development of FSA, 401K, Positive pay, GL, EDI Medical enrollment and workman's comp interface systems.
- Development of benefits/payroll workflow processes.
- Configuration of WEBlogic web servers, application servers, report servers and Database (SQLServer), SMTP issues.

Beverly Enterprises, FT. Smith, AR (9/2003-11/2003) (Consultant)

- Major Health Care provider.
- Development of customized HRMS systems.
- Development of custom new hires security reporting and termination of employees by locations system.
- Modifications and customization of Self-service (eProfile, eBenefit) modules.
- Modifications to pre-sheet audit.

IBM at Lexmark, Lexington KY (8/2003) (Consultant)

- Design integration system between PeopleSoft and Webmethods.
- Design custom application message handler.

Philips PACE, Palm Beach Gardens, FL (3/2003-9/2003) (Consultant)

- PeopleSoft HRMS 7.5 to 8.8 upgrade (HRMS, Benefits, Payroll)
- Upgraded the PeopleSoft integration to Viecore (ESS) self-service.
- Upgraded and redesigned the BEA PeopleClick and Siebel interface systems.
- Development of WEBlogic and IIs reverse proxy development and production environments for PeopleSoft integration.
- Upgraded custom SQR and Unix scripts.

• Creation of conversion scripts and troubleshoots Application engine and PeopleTools issues.

Sony Music, Inc NY, NY (5/2002-12/2002) (Consultant)

- Perform Technical upgrade steps (HRMS 7.5-8.3)
- Creation of data conversion and upgrade programs and scripts.
- Apply PeopleTools and application patches and fixes.
- Assist in the upgrade of SQR, PeopleCode, Query, and Crystal report, Word macros.
- Assist in infrastructure configuration and system documentation.
- Develop security-reporting scripts.
- Customizations to eRecruit module.

State of Delaware, Dover, DE (1/2001-3/2002) (Consultant)

- PeopleSoft HRMS 7.5 8.0 sp1 upgrade.
- PeopleSoft HRMS 6.0-7.5 upgrade and implementation of Payroll and Benefits administration 7.5.
- Development and deployment of training system statewide.
- Modification of PeopleSoft to Mobius interface systems.
- Design of view only on demand security system.
- Development on PeopleSoft Maestro/FTP interface system.
- Develop and implement security conversions.
- Develop security and service level agreements documentation.
- Customization of Benefits administration systems.
- Performance of technical upgrade steps.
- Installation and configuration of PeopleSoft database and infrastructure.

IBM at Eckerd, Largo, FL (7/2000-1/2001) (Consultant)

- Customization of MPAS mainframe to PeopleSoft and Oracle financial security interface.
- Development on PeopleSoft benefits administration and Cobra SQR, PeopleCode and Cobol processes.
- Perform tax updates and develop procedures for tax updates.
- Unix shell script development to Harvest configuration management system.

Tricon Global Restaurants, Louisville, KY (11/1998-7/2000) (Consultant)

- Develop PeopleSoft module to replace Pepsi's Executive Income deferral system.
- Implementation and customization of PeopleSoft Stock administration module.
- Create data conversion scripts between Unix/Oracle and Mainframe/DB2.
- Create process specifications for Telon (COBOL) programmers

- Create conversion and verification SQR and JCL for KFC conversion.
- Create PeopleSoft accounting reports and development of tax and discount systems, along with a customized mail-merge system.

SMS PeopleSoft Upgrade Lab Malvern, PA (4/98-11/98) (Consultant)

- Perform HRMS, payroll, benefits administration and financials upgrade steps at Lab for three upgrades (5.12-7.0).
- Perform on site upgrade for West Jersey Hospital systems Voorhees, NJ.
- Execute and Manage technical upgrade steps.
- Analysis, upgrade and customization of SQR, COBOL and PeopleTools objects.
- Perform tax updates, patches and fixes.
- Assist in infrastructure issues and upgrades.

Romac PeopleSoft Upgrade Lab, Atlanta, GA (2/98-4/98) (Consultant)

- Perform Financials (GL, AP) upgrade steps for United Methodist Publishing house at lab.
- Analysis, upgrade and customizations of SQR and Crystal reports.

PeopleSoft, Inc Pleasanton, CA (7/97-2/98) (Consultant)

- Development of PeopleSoft module Stock Administration 7.5
- Creation and development of PeopleSoft objects, within PeopleSoft specifications.
- Perform code reviews with senior management.

GB Technologies, Clearwater, FL (1/96-6/97) (Consultant)

- Team leader for development of customer relationship management system for Mobile Oil lubricant division.
- Developed shipping system for Burpee seed.
- Telephony system (Japanese) for WorldComni.

Special Data Processing, Inc. Clearwater, FL (4/91-1/96) (Manager)

- Managed staff up to 15, developers, administrators and technicians.
- Development of applications for payroll, sales, customer services, operations, accounting and collections.
- Administer Unix, Predictive dialer, PBX and Novell networks.

Powers Consulting (11/89-4/91) (Consultant)

• Computer People – Developed attendance system for nuclear power consulting company

- Diagonal data Developed customized applications for Hemisphere manufacturing plant maintenance system.
- Integratech Developed customized applications for Platinum accounting system. Developed accounting applications for Vroman foods.
- Dunn and Bradstreet Analysis and tuning for insurance system.
- Best Business systems Developed custom application systems for Pawnbroker 2000 system. Perform offsite installations and upgrades in Florida, Georgia and Ohio.

Unlimited Horizons, Inc. Daytona Beach, FL (11/87-11/89) (Manager/Programmer)

• Development of Mortgage billing and servicing, investor servicing systems

Centrust Mortgage Corporation. Deerfield beach, FL (4/87-11/87)

• Development of multistate closing document systems.

Sea Dome Resort Club. Destin, FL (1/84-4/87) (Manager, accountant, developer)

• Managing accountant. Development of applications for all facets of a time-share resort/hotel operation.

Technical Training and Certification

- <u>PeopleSoft University</u>. PeopleTools I/II, PeopleCode (versions 6,8), SQR/SQL, Data MGMT (version6,8), upgrade(version6,8), Integration tools(8), security (version 6,8), Introduction to HR 8, Benefits Delta (version 8)
- Oracle. Developing Complex data models and designing databases
- Macromedia. Dreamweavermx
- <u>Electronic Information systems, Inc.</u> EIS predictive-dialer call processing system. Administration, scripting and Pcode programming courses.
- Postalsoft. ACE, Presort and label.
- Fred Pryor seminars. Management problems of the technical person in a leadership role.
- Rockhurst College. How to manage projects, priorities and deadlines.
- <u>American management association</u>. Handling people with diplomacy and tact. The basics of managing locations off-site.
- <u>SkillPath</u>. Managing multiple projects, objectives and deadlines. Managing negativity in the workplace.

Education

- BS Computer Science. University of West Florida
- AS Computer Science. St. Petersburg College.