

## **AGREEMENT FOR PURCHASE OF PROFESSIONAL OR TECHNICAL SERVICES**

This Agreement entered into this 18th Day of July, 2007, between the School Board of Palm Beach County, Florida, hereinafter referred to as the "School Board" and Junior Achievement of the Palm Beaches, Inc., hereinafter referred to as the "Provider", and is for the purpose of purchasing professional and technical services for students and families in Palm Beach County.

### **SECTION I – DURATION OF AGREEMENT**

This Agreement shall be for the period beginning August 22, 2007, through June 6, 2008.

1. In the event that litigation results from this Agreement, venue shall be in Palm Beach County, Florida.
2. This Agreement is non-assignable without the prior written consent of the non-assigning party.
3. This Agreement shall be construed in accordance with the laws of the State of Florida.
4. This Agreement shall only be amended or modified in writing executed by both parties.
5. The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided therein, the School Board will be relieved of all obligations under said Agreement.

### **SECTION II – THE PROVIDER AGREES TO:**

1. Provide middle school program, Soaring to Success, to involve approximately 100 classes with 2800 students. For six sessions, business volunteers referred to as "Consultants" visit the classrooms to deliver the "real world" to students.
2. Provide qualified staff as determined in accordance with professional standards.
3. Provide a complete invoice to include: a) date of request; b) dates of services; c) a brief description of services to be delivered; d) location(s) at which services will be provided; e) name(s) of Consultants rendering services on behalf of the Provider; and f) name of the Project Director in the Department of Curriculum Learning and Support authorizing services.
4. Provide reports to the School District's Project Director in the Department of Curriculum Learning and Support outlining services, number of children receiving services at each location, status of materials development and

dissemination, staff development and training sessions, and a budget report of expenditures and balances.

5. Provide classroom materials for each student (already approved by the School Board of Palm Beach County, Florida).
6. Provide training and orientation to teachers and volunteers working with Soaring to Success.
7. Provide staff assistance at school site.
8. Provide one of the following: a) job shadowing for students; b) field trip for the eighth grade class; and c) field trip to local college/ university/tech center.
9. Maintain liability insurance coverage at no less than \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage. A copy of the Certificate is attached for review (Exhibit E).
10. In addition to any other obligation to indemnify the School Board of Palm Beach County, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its 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 Provider, or anyone directly or indirectly employed by it, or of anyone for whose acts it may be liable in the performance of the work; or violation of the law, statute, ordinance, governmental administration order, rule or regulation in the performance of 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 Provider under workers' compensations acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the School Board to enforce this Agreement shall be borne by Provider. Provider 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.
11. Independent Contractor – Provider is, for all purposes arising under this Agreement, an independent Contractor. Provider and its officers, agents or employees, may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the School Board. No officer, agent, or employee of Provider or School Board shall be deemed an officer, agent or employee of the other party. Neither Provider nor School 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.

12. Provider represents and warrants that it shall at all times comply with and ensure that its business volunteers sign the Provider's "Volunteer Conduct Policy of Junior Achievement of Palm Beach, Martin & Hendry Counties," attached hereto as Exhibit "A" and incorporated herein. In addition, Provider shall require its business volunteers to complete the Junior Achievement "Consultant Registration Form," attached hereto as Exhibit "B" and incorporated herein. These Consultants will abide by the rules of the School Board in regards to security and fingerprinting. The Provider agrees to execute the Addendum concerning fingerprints, which is attached hereto as "Exhibit C."
13. Providers shall comply with all current School Board of Palm Beach County's policies. A copy of said policies are incorporated herein by reference and may be located at [www.palmbeach.k12.fl.us](http://www.palmbeach.k12.fl.us). It shall be the Provider's responsibility to comply with all School Board policies as they may be modified from time to time during the term of this Agreement.
14. Confidentiality of Student Records – Provider is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Provider 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 information. The Provider shall execute the Addendum concerning student records, which is attached hereto as Exhibit D.
15. Provider's Consultants shall report to the school's main office upon entry onto the school's campus.

### **SECTION III – THE SCHOOL BOARD AGREES TO:**

1. Act in partnership with the Provider to insure the success of Junior Achievement's Soaring to Success Program in all participating middle schools.
2. Provide technical and educational programmatic assistance through the School Board, Department of Curriculum Learning and Support
3. Provide classroom teachers to work in partnership with the Provider Consultants on a regular basis.
4. Agreement with Provider, in the amount of \$80,000, to be paid in two parts: half or \$40,000, on August 22, 2007, at the execution and half or \$40,000, at the completion of the program. Acknowledge matching dollars identified and secured

AGREEMENT SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be executed on the day and year above written

For and on behalf of:  
Junior Achievement of the Palm Beaches, Inc.

By: \_\_\_\_\_  
Kathy Foster, President and CEO

Attest: \_\_\_\_\_

School Board of Palm Beach County

By: \_\_\_\_\_  
William Graham, Chairman

Attest: \_\_\_\_\_

School Board of Palm Beach County

By: \_\_\_\_\_  
Arthur C. Johnson, Ph.D.,  
Superintendent

Attest: \_\_\_\_\_

Reviewed and Approved As To Legal Form and Sufficiency:

*Paula [Signature]* 6/4/07

**EXHIBIT A**

Please print name: \_\_\_\_\_ (Last) (First)

**VOLUNTEER CONDUCT POLICY OF JUNIOR ACHIEVEMENT OF  
PALM BEACH, MARTIN, HENDRY & ST. LUCIE COUNTIES**  
(VOLUNTEER COPY)

It is our policy of Junior Achievement of the Palm Beaches Incorporated, that no volunteer have any inappropriate contact inside or outside the classroom with any student met through their Junior Achievement class, including those students 18 years or older. Furthermore, a volunteer should not be in contact with any student inside or outside the classroom unless the student's teacher, another school-sanctioned adult, or the student's parent is present. The only exception would be routine business activity or bona fide job interviews for students 15 years of age or older, conducted at a regular place of business and during regular business hours.

This policy is conveyed verbally and in writing by Junior Achievement staff to volunteers teaching for the first time. This policy is conveyed in writing to all volunteers prior to their first visit to the classroom each semester.

Allegations of violation of this policy will result in immediate suspension as a Junior Achievement volunteer. If an investigation determines a violation of this policy occurred, it will result in immediate and permanent dismissal as a Junior Achievement volunteer and referral to the proper authorities.

Some examples of inappropriate conduct are:

- Any violation of Florida laws such as child abuse, providing alcohol to minors, having alcohol on campus, etc.
- Dress that violates school dress codes or is not consistent with the norm of business attire.
- Use of profanity in the classroom.

These are examples only and are not meant to be an exhaustive list. There could be other actions not listed herein which could result in suspension or dismissal as a volunteer.

I have received a copy of Junior Achievement's Volunteer Conduct Policy and have read, understand, and will abide by this policy. Please return this entire form to the Junior Achievement office at 5601 Corporate Way, #400, West Palm Beach, FL 33407

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

**PLEASE KEEP A SIGNED COPY FOR YOUR OWN RECORDS**



5601 Corporate Way #400  
 West Palm Beach, FL 33407  
 PH: 561-242-9468 Stuart Phone:  
 FX: 561-242-9469 772-283-9389

**Exhibit B**

**Serving Palm Beach, Martin & Hendry Counties**

**Consultant Registration Form**

**Program**  Economics  High School  Middle School  Soaring to Success  Other \_\_\_\_\_  
 Elementary School \_\_\_\_\_ Grade Level Preferred  Exchange City Volunteer

Mr.  Mrs.  Ms.  Miss  (Please check one)

**PLEASE PRINT NEATLY**

**NAME:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**City, State/Zip:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**BUSINESS OR COMPANY:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State/Zip:** \_\_\_\_\_

**Company Telephone:** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Best time to be reached:** \_\_\_\_\_

1. Please check when you would be available and/or prefer to volunteer:

Available Day:  M  T  W  Th  F Available Time:  Early AM  Late AM  Early Afternoon  
 (8:15-10) (10:05-11:55) (12-1:30)

Other: \_\_\_\_\_  School/ Grade preferred: \_\_\_\_\_

2. Have you been a JA consultant before?  Yes  No If so, where? \_\_\_\_\_

3. Do you have any experience working with children? If yes, please describe:

4. Have you ever been convicted of a misdemeanor or a felony? \_\_\_\_\_ If yes, please explain:

5. If you are participating through your employer, please give us the name of a supervisor or person to whom you would like a "Thank You" letter sent, acknowledging your participation in the program.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

6. Ethnic Diversity (Optional): Of the following, what best describes your ethnic background:

Asian  American Indian  African American  Hispanic/Latino  
 Hawaiian/Pacific islander  White/Caucasian  Multi-Racial: \_\_\_\_\_  
 Other \_\_\_\_\_

**PLEASE COMPLETE THIS SECTION AND SIGN:**

*I understand that by agreeing to volunteer as a Junior Achievement Consultant, I agree to attend training before the program, and to teach the required lessons. This commitment is to the classroom teacher and to the students in the class. If I am unable to participate, I will notify the JA office immediately and will return any educational materials that I received. Should I not return the materials, I agree to pay \$65 to cover the cost for the supplies. While taking part in a Junior Achievement program, I will meet with the students either in the classroom or a teacher-supervised activity only.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

NOTE: It costs \$30 for each child to participate in Junior Achievement's in-school programs. If you would like to contribute, please check below:  
 \$30 (Child)  \$300 (Elem Sch. Class)  \$750 (Mid. Sch. Class)  \$1095 (High Sch. Class)  \$300 (Exchange City)  Other \_\_\_\_\_

I would like to make the above contribution.  You may send me an invoice.

**EXHIBIT C**

**Addendum Concerning Fingerprinting to the Agreement  
Between the School Board of Palm Beach County ("School Board")  
and Junior Achievement of the Palm Beaches, Inc. ("Contractor")**

The parties have entered into a Contract dated August 22, 2007, for the Contractor to provide certain services to the School Board. The parties wish to amend the Contract based upon the terms and conditions contained herein. The following language is hereby incorporated into the Contract:

All contractual personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel agree 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 employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Contractor. Contract personnel shall not begin providing services contemplated by the Contract until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Contractor (or discontinuation of the Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent nor representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this Contract.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum:

Junior Achievement of the Palm Beaches, Inc.

The School Board of Palm Beach County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated , July 18, 2007
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and vendor partner
(named below).

School or School Board The School Board of Palm Beach County
Vendor or Partner Junior Achievement of the Palm Beaches, Inc.

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, The School
Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Party") as an "other school
official" for the purpose of receiving limited personally-identifiable student information under section 1002.22(3)(d)2, Florida
Statutes, because the School Board recognizes the Party has a legitimate educational interest in receiving this information in
order to carry out the Party's responsibilities for the school or School Board under the Contract. (All other terms of the
Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to
complete the Party's duties and/or services under the Contract. The School Board has determined that the Party has a
legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school
attending, etc. (Indicate fields of data requesting below); and
grade level, school attending, Junior Achievement pre-test and post-test scores, and school FCAT scores.

- will limit the access to student information to its employees and/or agents who actually have a legitimate educational
interest in the information (i.e., they legitimately need to access the information in order to carry out the Party's
responsibilities under the Contract); and
• shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information,
except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing
the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
• will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed
by the Party in any form to any party other than appropriate other school officials or the Party's employees/agents to the
extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior
written consent of the adult student or the minor child's parent/guardian, as appropriate; and
• shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and
the Party shall monitor the security and safekeeping of the confidential data; and
• will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose
for which the information is disclosed has been served, or five years after the receipt of the information (whichever is
sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing
and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically
destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal name of the Party (vendor/partner)
Junior Achievement of the Palm Beaches, Inc.
Signature of person having authority
to enter legally binding agreements
on behalf of the Party. Date

The School
The School Board of Palm Beach County
or The School Board of Palm Beach County, Florida
Signature of person having authority
to enter legally binding agreements
on behalf of the School or The School Board of
Palm Beach County, Florida Date