



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
School District Consultant Agreement

AGENDA ITEM NUMBER CC2	BOARD MEETING DATE July 11, 2007
CONTACT Mike Burke, Chief Financial Officer	PX 48584
SCHOOL / DEPARTMENT Accounting Department	

Agreement between the School Board of Palm Beach County and
McGladrey & Pullen LLP

THIS AGREEMENT is entered into this eleventh day of July, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and McGladrey & Pullen LLP, 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 July 16, 2007 and shall end on November 30, 2007

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Provide assistance in reconciliation of all significant general ledger accounts and preparation of related schedules necessary to complete the fiscal year end close within the new ERP system. the year end close process is critical to meeting external reporting requirements. Such assistance may include but is not limited to sampling of items for accuracy, validation of data and assistance in documentation of key processes.

B. Time, date, and location of services:

Various on site as needed

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 Heather Knust
TITLE OF THE CONSULTANT SUPERVISOR

of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$250,000.00 The source of funds is Accounting Department Budget

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR

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)

Two hundred fifty thousand and no/100 dollars

(\$ 250,000.00), for a maximum of 2000 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: Various, see attached rate schedule 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:

Heather Knust

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 (See replacement paragraph Attached)

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 n/a 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	McGladrey & Pullen LLP	SCHOOL BOARD OF
Address	1555 Palm Beach Blvd. Suite 140	PALM BEACH COUNTY, FLORIDA
	West Palm Beach, Florida 33401	Purchasing Department
	Attn: Bruce Jorth	3300 Forest Hill Boulevard, Suite A 323
		West Palm Beach, Florida 33406
Telephone #	(561) 697 - 1785	Extension #
Consultant Email (required)	bruce.jorth@rsmi.com	





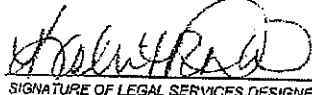
20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)

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	7/3/07 DATE	Robert R. Feldmann Donovan Maginley PRINT NAME OF THE CONSULTANT
 SIGNATURE OF PRINCIPAL / DIRECTOR	7/3/07 DATE	Heather Knust, Director Accounting PRINT NAME OF THE PRINCIPAL / DIRECTOR
 SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	7-3-07 DATE	Mike Burke, Chief Financial Officer PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
 SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	7-3-07 DATE	Joseph Moore, Chief Operating Officer PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	7-3-07 DATE	Kalinthia Dillard PRINT NAME OF THE LEGAL SERVICES DESIGNEE
SIGNATURE OF ARTHUR C. JOHNSON, PR. D. SUPERINTENDENT	DATE	SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN

11. Indemnification

The Consultant shall protect, defend, reimburse, indemnify, and hold harmless the Board, their officers, agents, elected officials and employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys' or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, or proceedings directly or indirectly arising out of or resulting from the mistakes or negligence, gross negligence, willful, and wanton acts and the performance of this Agreement by the Consultant, or its respective officers, employees, agents, servants, partners, or principals. The Consultant agrees to investigate, respond, adjust and provide a defense for any such claims, demands, and actions, at the Consultant's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false, or fraudulent. Notwithstanding the foregoing, the Consultant's indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by the sole and/or gross negligence of the Board.

per hour

Partner	\$	300
Director	\$	255
Manager	\$	205
Senior	\$	145
Staff	\$	110

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

	Comments
Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

	Comments
Term (Duration of Contract)	July 16, 2007- November 30, 2007; Please refer to Section 1.
Termination Clause	Board may terminate without cause upon giving thirty (30) days notice to other party. If the consultant is in default, the Board may cancel contract upon five (5) days notice to the other party. Please refer to Section 16.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Indemnification: Please refer to Section 11.
Regulatory issues	None
Confidentiality Provision	Consultant will NOT receive confidential student information; Please refer to Section 7.
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Section 15.

Business Principles:

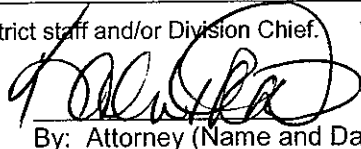
	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	\$250,000.00; Please refer to Section 6A.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Various Hourly Rates for up to 2000 hours; Please see attached rate schedule.

Other Issues:

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	Section 20 lists 2 mandatory exhibits (PBSD 2075 and 1997), which have not been included.
Appropriate Departmental Sign-off	

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

 7/3/07
 By: Attorney (Name and Date)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./ Title _____

Corporate Name RSM McGLADREY, INC Tax FEIN No. 41-1944416

Before me, the undersigned authority, personally appeared, Robert R. Feldmann, ("Corporate Representative") this 3rd day of July, 2007, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

None

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

HRB Financial Services

Name	Address	Percentage

C. Stock held for others and for whom held:

N/A

Name	Address	Percentage
From Whom Held	Address	Percentage
Name	Address	Percentage
From Whom Held	Address	Percentage
Name	Address	Percentage
From Whom Held	Address	Percentage

CORPORATE REPRESENTATIVE

By: *Robert R. Feldmann*

SWORN TO and subscribed before me this _____ day of _____, 200__ by _____ Such person(s) (Notary Public must check applicable box).

Is/are personally known to me. produced a current driver license(s). produced _____ as identification.
 (NOTARY PUBLIC SEAL)

 Notary Public

 (Print, Type or Stamp Name of Notary Public)