

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

Agreement between the School Board of Palm Beach County and

Boys and Girls Club of Palm Beach County

AGENDA ITEM NUMBER	BOARD MEETING DATE September 19, 2007
CONTACT Alison Adler	PX 50929
SCHOOL / DEPARTMENT Department of Safe Schools	

THIS AGREEMENT is entered into this twentieth day of September, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Boys and Girls Club of Palm Beach County, 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 1, 2007 and shall end on June 30, 2008

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

The Consultant will implement the FL DOE Computer Literacy Mentoring Program Grant. Activities of the grant will be focused on improving proficiency in computer literacy and technology, and improved achievement in reading, writing and mathematics. *See attachment.

B. Time, date, and location of services:

July 1, 2007 - June 30, 2008 at 13 Boys and Girls Clubs in Boca Raton, Belle Glade, Delray Beach, Northwood, Riviera Beach, Wellington and West Palm Beach.

3. CONSULTANT BACKGROUND INFORMATION

Education BA Communications, University of Detroit, 1974

Position and Address President and CEO, 800 Northpoint Parkway, Suite 204, West Palm Beach, FL 33407

Target Group/School/Department students from 26 elementary schools, 7 middle schools and 5 high schools

Approximate Number to be Served 4,200

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Alison Adler, Chief, Safety and Learning Environment

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 \$131,705.00 The source of funds is Florida DOE Mentoring Grant

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9010	4658	9110	531010	0000	SS01	000	2008

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)

One hundred thirty one thousand seven hundred five dollars

(\$ 131,705.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: _____ Flat Rate: _____ N/A

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:

Alison Adler, Chief, Safety and Learning Environment

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 as determined by grant - not to exceed contract amt. for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 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 Boys and Girls Clubs of Palm Beach County
 Address 800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407

SCHOOL BOARD OF
 PALM BEACH COUNTY, FLORIDA
 Purchasing Department
 3300 Forest Hill Boulevard, Suite A 323
 West Palm Beach, Florida 33408

Telephone # (561) 683 - 3287 Extension # _____

Consultant Email (required) nconnor@bgcpbc.org

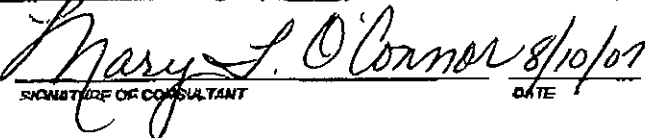
20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)



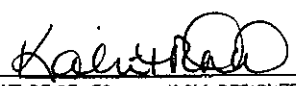
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- "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	DATE 8/10/07	Mary T. O'Connor, President and CEO PRINT NAME OF THE CONSULTANT
SIGNATURE OF PRINCIPAL/DIRECTOR	DATE	PRINT NAME OF THE PRINCIPAL/DIRECTOR

 SIGNATURE OF AREA/ASSISTANT SUPERINTENDENT	DATE	Alison Adler, Chief, Safety and Learning Environment PRINT NAME OF THE AREA/ASSISTANT SUPERINTENDENT
 SIGNATURE OF CHIEF ACADEMIC/OPERATING OFFICER	DATE 8-17-07	Ann Killets, Chief Academic Officer PRINT NAME OF THE CHIEF ACADEMIC/OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	DATE 8-16-07	Kalnithia R. Dillard PRINT NAME OF THE LEGAL SERVICES DESIGNEE
SIGNATURE OF ARTHUR G. JOHNSON, Ptl. D. SUPERINTENDENT	DATE	SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN 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 September 20, 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 Boys and Girls Club of Palm Beach County

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

FY07 and FY08 FCAT scores, grades, discipline, attendance, behavior, grade levels and school.

- 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)

Boys and Girls Club of Palm Beach County

The School

The School Board of Palm Beach County
or The School Board of Palm Beach County, Florida

Mary L. O'Connor 8/10/08
 Signature of person having authority to enter legally binding agreements on behalf of the Party. Date

 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

Attachment to the Boys and Girls Club of Palm Beach County Contract for \$131,705, effective July 1, 2007 – June 30, 2008.

- Although backdating board reports and contracts is not our standard practice, it was necessary in this particular case due to the Florida Department of Education (DOE) notifying the School District and the Boys and Girls Club about the grant application and funding level after July 1, 2007. The grant application by the Boys and Girls Club of Palm Beach County is not due to DOE until September 14, 2007; however, the effective date will be July 1, 2007. This action does not prejudice the rights of the School Board.
- This grant is awarded annually to the Boys and Girls Club of Palm Beach County. Although the School District is the applicant, the funding is designated by the Florida Department of Education for the Boys and Girls Club of Palm Beach County only.