



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

# School District Consultant Agreement

Agenda Item # <u>PSE 3</u>	Board Meeting Date <u>11-20-12</u>
Contact <u>Maria Bishop</u>	PX <u>82008</u>
School / Department <u>Berkshire Elementary</u>	

Agreement between the School Board of Palm Beach County and

THE READING AND WRITING PROJECT NETWORK, LLC

THIS AGREEMENT is entered into this 24th day of September, 2012 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and

The Reading and Writing Project Network LLC, 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 11/27/2012 and shall end on 6/30/2013

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Staff Development for Teachers Grade K-5 in the subject of Reading

B. Time, date, and location of services:

November 27, 2012, January 10-11, February 20 and April 26, 2013 from 7:30 A.M to 3:00 PM at Berkshire Elementary

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Katherine Nigen

Education Columbia University-Teachers College

Position and Address Consultan RPW Network, 18 Pelham Lane, Ridgefield CT 06877

Target Group/School/Department Reading Teachers Grade K-5 Berkshire Elementary

Approximate Number to be Served 35 Teachers

4. **EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by MARIA BISHOP - Principal  
TITLE OF THE CONSULTANT SUPERVISOR  
of the School District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

**FINANCIAL IMPACT**

The financial impact is 11,500.00 The source of funds is Title I

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
0601	4201	6402	531010	6559	NC01	000	2013

**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.palmbeachschools.org/> 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)

Eleven Thousand Five Hundred Dollars with Zero Cents

(\$ 11,500.00 ), for a maximum of \_\_\_\_\_ hours which is based upon the following rate schedule.

Daily Rate: 2,300.00      Half Day Rate: \_\_\_\_\_      Hourly Rate: \_\_\_\_\_

Flat Rate: \_\_\_\_\_

B. I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

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: Maria Bishop

**7. CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School Board 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(PBSD 2220) which is attached hereto and incorporated herein as Exhibit C..

**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 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 FS §435.04 will be employed in the performance of this Agreement.

**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 Board and to the fullest extent permitted bylaw, protect, defend, indemnify and hold harmless the 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 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 Board 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 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 Agreement. Estimated travel expense is not to exceed \_\_\_\_\_ for the term of the Agreement. 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 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 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 herein, the Board will be relieved of all obligations under said Agreement and the Board will only be required to pay that amount of the Agreement 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 Board reserves the right to cancel this Agreement 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 Agreement completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this Agreement. 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 Board 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

**18. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Consultant shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit other wiselawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace,

such as those specified in the Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, department, or other sanctions.

**19. 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.

**20. 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 The Reading Writing Project Network, LLC SCHOOL BOARD  
OF PALM BEACH COUNTY, FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A 323  
West Palm Beach, Florida 33406

Address 18 Pelham Lane  
Ridgefield, CT 06877  
Attn: Kathleen Neville

Telephone # ( 917 ) 484 - 1482 Extension # \_\_\_\_\_

Consultant E-mail (Required) Kathy@readingwritingproject.com

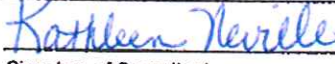
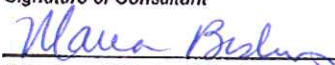
**21. MANDATORY CONTRACT DOCUMENTS**

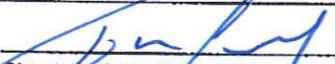
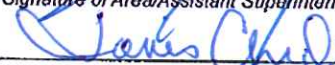
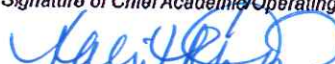
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- "Exhibit A - "Provide consultant evaluation (PBSD 2075 see page 5)
- "Exhibit B - "Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997 see page 6)

- \$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.

	<u>9/27/12</u>	<u>Kathleen Neville</u>
Signature of Consultant	Date	Print Name of Consultant
	<u>9/28/12</u>	<u>Maria Bishop</u>
Signature of Principal/Director	Date	Print Name of Principal/Director

	<u>9/28/12</u>	<u>Dr. Ian B. Saltzman</u>	
Signature of Area/Assistant Superintendent	Date	Print Name of Area/Assistant Superintendent	
	<u>10/29/12</u>	<u>Janis Andrews</u>	
Signature of Chief Academic/Operating Officer	Date	Print Name of Chief Academic/Operating Officer	
	<u>10/29/12</u>	<u>Kalmitia R. Dillard</u>	
Signature of Legal Services Designee	Date	Print Name of Legal Services Designee	
Signature of E. Wayne Gent Superintendent	Date	Signature of Frank A. Barbieri, Jr. Esq. School Board Chairman	Date