



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# School District Consultant Agreement

|                                       |                                |
|---------------------------------------|--------------------------------|
| Agenda Item #                         | Board Meeting Date<br>9/6/2017 |
| Contact<br>Dana Godek                 | PX<br>25949                    |
| School / Department<br>Transformation |                                |

**Agreement between the School Board of Palm Beach County and:**

The Collaborative for Academic, Social and Emotional Learning (CASEL)

THIS AGREEMENT is entered into this 19 day of October, 2017 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and CASEL

, 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 10/19/2017 and shall end on 9/30/2018

**2. RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

See attachment A, Scope of Services (2 pages).

B. Time, date, and location of services:

Dates, times and location of services will vary.

**3. CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Sharon Raven

Education BS, Texas Christian University; MSED, University of Texas at Austin, Principal Certification, UT Austin

Position and Address Implementation Coordinator, CASEL 815 W. Van Buren Street, Suite 210, Chicago, IL 60607

Target Group/School/Department PSELI Pilot site staff for student impact; central office staff

Approximate Number to be Served 5,000

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

Evaluation of the Consultant shall be provided by Dana Godek, Administrative Director  
*TITLE OF THE CONSULTANT'S SUPERVISOR/EVALUATOR*

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

**FINANCIAL IMPACT**

The financial impact is \$150,000

The source of funds is Wallace Foundation Partnerships for Social and Emotional Learning Initiative (PSELI) Grant

| DEPT | FUND | FUNC | ACCT   | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|--------|---------|------------|------------|------------|
| 9030 | 4888 | 9110 | 531010 | 0000    | 9030       | 000        | 2018       |
|      |      |      |        |         |            |            |            |
|      |      |      |        |         |            |            |            |

**5. COMPLIANCE WITH POLICIES AND LAWS/INSPECTOR GENERAL**

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.boarddocs.com/fl/palmbeach/Board.nsf/Public](http://www.boarddocs.com/fl/palmbeach/Board.nsf/Public) 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.

Policy 1.092(4)(d)(i) Accessibility to and Cooperation with Inspector General and Staff. The Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the District, which includes information regarding District vendors or any other partnership, corporation or organization that may be involved with the District, as deemed necessary in performing investigative and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and District within their custody.

**6. COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

One hundred and fifty thousand dollars

(\$ 150,000 ), for a maximum of N/A hours which is based upon the following rate schedule.

Daily Rate: N/A Half Day Rate: N/A Hourly Rate: N/A

Flat Rate: \$150,000 at \$15,000 per month for ten months

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

C. 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: Dana Godek, Administrative Director

**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 a "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. PUBLIC RECORDS COMPLIANCE**

CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Board.

D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Consultant or keep and maintain public records required by the Board to perform the service. If the Consultant transfers all public records to the Board upon completion of the Agreement, the Consultant shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Consultant to abide by the terms of this provisions shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Consultant has unlawfully refused comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY BY PHONE AT 561-629-8585, BY EMAIL AT PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR BY MAIL AT 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL 33406.**

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. WAIVER OF SUBROGATION**

In the event of loss, damage or injury to the Consultant and/or the Consultant's property, the Consultant shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The Consultant hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to Consultant's operations for any school or ancillary owned by the School Board of Palm Beach County.





**22. 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 **Sherrie Raven**  
 Implementation Coordinator  
 CASEL: Collaborative for Academic, Social and Emotional Learning

SCHOOL BOARD  
 OF PALM BEACH COUNTY, FLORIDA  
 Purchasing Department  
 3300 Forest Hill Boulevard, Suite A 323  
 West Palm Beach, Florida 33406

Address **815 W. Van Buren St., Ste. 210**  
 Chicago, IL 60607

Telephone # ( 512 ) 965 - 0955 Extension # \_\_\_\_\_

Consultant E-mail (Required) sraven@casel.org

**23. MANDATORY CONTRACT DOCUMENTS**

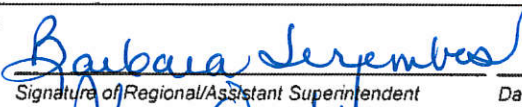

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporated herein: (approval will not be granted without these mandatory attachments)

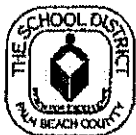
- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 6.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 7.

- \$5,000 or less per vendor/fiscal year/location requires consultant and principal/director signature only.
- \$5,001 to \$25,000 per vendor/fiscal year/location requires signature of consultant, principal/director, regional/ assistant superintendent, legal services, chief academic/operating officer, deputy superintendent/chief of schools and superintendent.
- All consultant contracts over \$25,000 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>8/22/17</u> | <u>Kitty Rothschild</u>                    |
| Signature of Consultant                                                             | Date           | Print Name of Consultant                   |
|  | <u>9/6/17</u>  | <u>Dana Godek, Administrative Director</u> |
| Signature of Principal/Director                                                     | Date           | Print Name of Principal/Director           |

|                                                                                     |                |                                                   |               |
|-------------------------------------------------------------------------------------|----------------|---------------------------------------------------|---------------|
|  | <u>9/18/17</u> | <u>Barbara Terembes, Assistant Superintendent</u> |               |
| Signature of Regional/Assistant Superintendent                                      | Date           | Print Name of Regional/Assistant Superintendent   |               |
|  | <u>9/21/17</u> | <u>Keith Oswald</u>                               |               |
| Signature of Chief Academic/Operating Officer                                       | Date           | Print Name of Chief Academic/Operating Officer    |               |
| _____<br>Signature of Deputy Superintendent/Chief of Schools                        | _____<br>Date  | _____<br>Signature of Legal Services Designee     | _____<br>Date |
| _____<br>Signature of Superintendent                                                | _____<br>Date  | _____<br>Signature of School Board Chairman       | _____<br>Date |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

**Beneficial Interest and  
Disclosure of Ownership Affidavit**

Bid No. N/A Project No./Title CONSULTANT AGREEMENT

Corporate Name Collaborative for Academic, Social, and Emotional Learning (CASEL)

Tax FEIN No. 20-5884201

Before me, the undersigned authority, personally appeared, Kitty Rothschild, ("Corporate Representative") this 22 day of August, 2017, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 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.
- 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:

| Name                    | Address | Percentage |
|-------------------------|---------|------------|
| <u>N/A - Non Profit</u> |         |            |
|                         |         |            |

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

| Name                    | Address | Percentage |
|-------------------------|---------|------------|
| <u>N/A - Non Profit</u> |         |            |
|                         |         |            |

C. Stock held for others and for whom held:

| 1. Name / 2. From Whom Held | Address | Percentage |
|-----------------------------|---------|------------|
| 1. <u>N/A - Non Profit</u>  |         |            |
| 2. _____                    |         |            |
| 1. _____                    |         |            |
| 2. _____                    |         |            |
| 1. _____                    |         |            |
| 2. _____                    |         |            |

**CORPORATE REPRESENTATIVE**

By: Catherine R. Rothschild

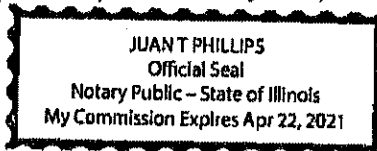
SWORN TO and subscribed before me this 22 day of August, 2017, by

Juan Phillips Such person(s) (Notary Public must check applicable box).

is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

Juan Phillips  
Notary Public

JUAN PHILLIPS  
(Print, Type or Stamp Name of Notary Public)





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
**Consultant Evaluation**

PO Number

School/Department Transformation

Name of Consultant Collaborative for Academic, Social and Emotional Learning (CASEL)

Contract Period From 10/19/17 To 9/30/18

Rating: **5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1- Unsatisfactory**

**JOB KNOWLEDGE AND SKILL**

1. Technical and procedural know-how to complete the project
2. Knowledge of his/her specialty area
3. Ingenuity, creativity, and innovation
4. General quality of the work performed
5. Student Assessment

|    | 5 | 4 | 3 | 2 | 1 |
|----|---|---|---|---|---|
| 1. |   |   |   |   |   |
| 2. |   |   |   |   |   |
| 3. |   |   |   |   |   |
| 4. |   |   |   |   |   |
| 5. |   |   |   |   |   |

**PRODUCTIVITY**

1. Services provided matched the specifications of the contract
2. Results produced
3. Ability to meet goals as scheduled
4. Success of the project

|    |  |  |  |  |
|----|--|--|--|--|
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |

**COMMUNICATION**

1. Listening skills
2. Returned phone calls, follow-up information, etc. in a timely manner
3. Overall communication skills
4. Overall accessibility/availability

|    |  |  |  |  |
|----|--|--|--|--|
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |

**INTERACTION**

1. Working relationships with teachers and/or students
2. Ability to work as part of a team
3. Status updates and information received as the project progressed

|    |  |  |  |  |
|----|--|--|--|--|
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

RATING: **A - Agree D - Disagree N/A - Not Applicable**

1. Demonstrates dependability
2. Demonstrates ingenuity/creativity/innovation
3. Performs well under pressure
4. Effective when presenting ideas orally
5. Expresses ideas clearly and uses correct grammar in written communication
6. Listens effectively
7. Provides feedback in a constructive and timely manner
8. Is self-reliant and requires little or no supervision
9. Treats staff and/or students with fairness, respect and integrity.

|    | A | D | NA |
|----|---|---|----|
| 1. |   |   |    |
| 2. |   |   |    |
| 3. |   |   |    |
| 4. |   |   |    |
| 5. |   |   |    |
| 6. |   |   |    |
| 7. |   |   |    |
| 8. |   |   |    |
| 9. |   |   |    |

I would hire this consultant again.  Yes  No

\_\_\_\_\_  
*Signature of Evaluator*

\_\_\_\_\_  
*Date*

Dana Godek

\_\_\_\_\_  
*Print Name of Evaluator*



## Collaborative for Academic, Social, and Emotional Learning

### PSEL District SCOPE OF SERVICES

CASEL will work with School District of Palm Beach County leadership and staff, as mutually agreed, to provide support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL) which may include the following:

- **Direct district consultation and technical assistance** to support the advancement of School District of Palm Beach County's SEL implementation plan in the following areas
  - Develop SEL vision and long-term plan for sustainability.
  - Support for School District of Palm Beach County to conduct strengths inventory to assess SEL-related needs and resources.
  - Align resources to support SEL.
  - Develop and communicate SEL learning standards.
  - Adopt and implement evidence-based SEL programs and practices.
  - Integrate SEL with existing initiatives and OSTI partners and practices.
- **Professional development** to key district office staff and school-based personnel. CASEL will provide foundational professional learning sessions which may include introduction to social and emotional learning training ("SEL 101"), Adult SEL workshops, Integrating PBIS with Systemic SEL, Guidance for Schoolwide SEL, and/or others based on agreed upon needs of the district.
- **School-level support** will be included for mutually agreed upon, designated SEL schools: *CASEL's Guide to Schoolwide SEL* ("the Guide") and coordinated support of central office staff, OST staff and principals in implementing the activities in the Guide within the pilot sites.
  - *CASEL's Guide to Schoolwide SEL* is an online resource designed to support school leaders to use a process and tools for achieving high-quality, sustainable, evidence-based social and emotional learning for adults and students at all grade levels.
  - *The Guide* includes an annual staff survey and integrated data reporting that allows school leaders to assess their implementation and make plans for prioritizing school activities and efforts to further their SEL implementation.
  - In person and/or virtual training on *The Guide* will be available to identified schools for educational leaders and their teams to receive an overview of each section, hear from educators' experiences, and learn about specific tools to support their SEL implementation.
- **Grants and Funding support.** This includes consulting on fundraising strategies, providing content suggestions and reviewing and providing feedback on proposal and report drafts. CASEL representatives may meet with PBCSD leadership and potential funders to discuss the district's systemic SEL initiative, goals, and progress. CASEL may also provide high level support for keynote addresses and meetings to raise awareness and enthusiasm for supporting the district's SEL effort.



- **Hiring support.** This includes guidance for hiring key central office SEL positions including sharing relevant resources (e.g., job descriptions, evaluations, interview questions, etc.), reviewing candidate resumes and profiles, participating in the interview process, and making final recommendations for final candidates.
- **Ongoing Implementation and Evaluation Support.** CASEL will provide access to CASEL-developed assessment protocols, as well as tools and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials). When needed, CASEL may also provide additional consultation and professional learning sessions on various topics related to research and evaluation, such as SEL data collection instruments and protocols, and best practices for reporting and using SEL data to inform practice. CASEL team may also provide support around clarifying the district's theory of change and associated metrics for progress and success.
- **Ongoing Support for Continuous Improvement Process.** CASEL will also provide ongoing guidance on creating and implementing a robust system for SEL continuous improvement which includes effectively monitoring implementation progress, reliably and validly measuring students' social and emotional competencies, and using SEL data to improve practice and support student learning.
- **Annual Professional Learning Community (PLC) focused on SEL Continuous Improvement.** CASEL will collaborate with RAND, Mathematic, the district, and other key district partners to facilitate a PLC focused on using implementation and outcome data to inform improvements in SEL practice and policy, including findings and data from RAND's formative evaluations.
- **Invitation to participate in CASEL events and activities for CASEL districts.** (registration fee, if any, meals, transportation and lodging for participants paid by district)
  - Regular webinars with SEL leads – occur monthly on topics identified by districts as areas of interest
  - Annual cross district convening (6-8 participants; 2-3 nights)
  - Biannual professional development collaborations (2-4 participants; 2 nights)
  - Biannual Superintendent's Roundtable meetings (1 participant; 1 night)
  - Biannual Equity work group focusing on integration of SEL and equity goals (1-2 participants, 2 days)
  - Annual SEL on-boarding workshop for new SEL staff (1-5 participants; 2 ½ days)
  - Coordinated and facilitated visits to other CASEL districts with action plans (4-20 participants; 1-2 nights)