



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

**School District Consultant Agreement**

Agenda Item #	Board Meeting Date 9/25/19
Contact Name and PX Gail Sherman 81160	
School/Department Name Extended Learning	

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

The Collaborative for Academic, Social and Emotional Learning

THIS AGREEMENT is entered into this 26 day of September, 2019 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and The Collaborative for Academic, Social and Emotional Learning (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 9/26/19 and shall end on 8/31/20

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

CASEL will work with The 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 the SEL implementation plan with school-level support within the pilot sites; grants and funding support; hiring support; ongoing implementation and evaluation support; ongoing support for continuous improvement process; annual professional learning community focused on SEL Continuous Improvement; consultation on PSELI deliverables. CASEL will also invite district representatives to participate in: CASEL events and activities for CASEL districts; regular webinars with SEL leads; annual cross district convening; biannual professional development collaborations; biannual Superintendent's Roundtable meetings; biannual Equity work group focusing on integration of SEL and equity goals; annual SEL on-boarding workshop for new SEL staff and coordinated and facilitated visits. See attached PSELI District Scope of Services for detailed explanations of services.

B. Time, date, and location of services:

Times and dates will vary. Locations will include training venues and PSELI schools.

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Sharon Raven

Education BS, Texan Christian University; MSed University of TX at Austin; Principal Certification, University of TX Austin

Position and Address Director of PSELI Implementation, CASEL, 815 West Van Buren St, Suite 210, Chicago, IL 60607

Targeted 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 Kiwana Howell, Department of Extended Learning

*NAME & TITLE OF THE CONSULTANT'S DISTRICT SUPERVISOR/EVALUATOR*

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

**FINANCIAL IMPACT**

The financial impact is \$150,000

The source of the funds is The PSELI Wallace Foundation Grant

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9012	4888	9110	531010	0000	9018	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/policies/> 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.

School Board Policy 1.092, the Consultant(s) agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). Consultant(s) shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Consultant(s) or its employees, agents, or subcontractor. Consultant(s) understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092.

The IG may need a meeting with Consultant(s) when the investigation or audit relating to the Agreement is near completion. Consultant(s) must agree to maintain the confidentiality of the preliminary/draft report and the information contained therein pursuant to section 119.0713(2), Florida Statutes, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed. Consultant(s)'s failure to enter such written confidentiality agreement shall be deemed to constitute Consultant(s)'s waiver of the opportunity to respond to the investigation or audit preliminary report, and the investigation or audit shall be completed without Consultant(s)'s response.

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

Hourly Rate: N/A

Flat Rate: Invoiced Monthly (See attached Fee Schedule)

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: Kiwana Howell, Director, Department of Extended Learning

7. TRAVEL

If allowable, travel for this Agreement is not to exceed N/A for the term of the Agreement. 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).

8. 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.

**9. BACKGROUND CHECKS/FINGERPRINTING**

The Jessica Lunsford Act: All Consultants who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may 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 Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of the Consultant. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Consultant shall not begin providing services until Consultant receives notice of clearance by the School District and is issued School District badges. Compliance requiring all Consultants to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultants' services) on the basis of these compliance obligations. The 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 section 435.04, Florida Statutes, will be employed in the performance of the contract.

**10. 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 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 Responder does not transfer the records to the Board.

D. Upon completion of the Contract, 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 Contract, the Consultant shall destroy any duplicate public 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 Contract, 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 provision shall be deemed a material breach of this Contract. This provision shall survive any termination or expiration of this Contract. In the event of a dispute regarding the enforcement of this provision where the Consultant has unlawfully refused to 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 Consultant as authorized by 119.07(1), 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.**

**11. INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees, or agents of the School Board of Palm Beach County, Florida. No partnership, joint venture, or other joint relationship is created hereby. School Board of Palm Beach County, Florida does not extend to Consultant or Consultant's agents any authority of any kind to bind School Board of Palm Beach County, Florida in any respect whatsoever.

**12. OWNERSHIP**

A. With the exception of all pre-existing consultant intellectual property used under this agreement, 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. To the extent that any of the Consultant's pre-existing intellectual property is embedded in any deliverables. Consultant hereby grants Board a perpetual, non-exclusive royalty free and paid up license to use the pre-existing intellectual property as part of the deliverables.

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.

**13. INDEMNIFICATION/HOLD HARMLESS**

Consultant shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida 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 negligent act or omission of the Consultant, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or 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 by Contractor in the performance of the work; or liens, claims or actions made by the Consultant or any subcontractor or other party performing the work; or claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Consultant of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

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 Contract.

**14. 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.

**15. 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.

**16. 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.

**17. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

**18. 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.

**19. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, gender identity or expression, 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 otherwise lawful 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 termination, debarment, or other sanctions.

**20. 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.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**21. SMALL BUSINESS/MINORITY STATUS**

The Board strongly encourages active small business and/or minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority/women owned and operated (minimum 51%)  Yes  No

This is a small business enterprise  Yes  No

**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 Business Name SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
 Purchasing Department  
 3300 Forest Hill Boulevard, Suite A-323  
 West Palm Beach, FL 33406

The Collaborative for Academic, Social and Emotional Learn  
 Address  
 Director of PSEL Implementation, CASEL, 815 West Van Buren  
 St, Suite 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 per vendor/fiscal year/location must be approved by the Legal Department prior to Board approval. 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>Catherine R Rothschild</u> Signature of Consultant	<u>9/30/19</u> Date	<u>Catherine Rothschild</u> Print Name of Consultant
<u>Kiwana S Howell</u> Signature of District Principal/Director	<u>10/8/19</u> Date	<u>Kiwana Howell</u> Print Name of District Principal/Director
<u>D Fedderman</u> Signature of Regional/Assistant Superintendent	<u>1/29/20</u> Date	<u>Diana Fedderman</u> Print Name of Regional/Assistant Superintendent

_____ Signature of Chief Officer	_____ Date	<u>Dr. Glenda Sheffield, CAD</u> Print Name of Chief Officer
_____ Signature of Deputy Superintendent/Chief of Schools	_____ Date	
<u>K. Taylor</u> Signature of Legal Services Designee	<u>1/29/20</u> Date	
_____ Signature of Superintendent	_____ Date	

_____ Signature of School Board Chairman	_____ Date	<u>Frank Barbieri JR. ESQ., Chair</u> Print Name of School Board Chairman
---	---------------	--



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 The Collaborative for Academic, Social, and Emotional Learning

DBA (if applicable) \_\_\_\_\_ Tax FEIN No. 20-5884201

Before me, the undersigned authority, personally appeared, Catherine Rothschild, ("Corporate Representative") this 13 day of September 20 20, 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:		
Name	Address	Percentage
N/A - Non Profit		
B. Persons or corporate entities who hold by proxy the voting power of 5% or more:		
Name	Address	Percentage
N/A - Non Profit		
C. Stock held for others and for whom held:		
1. Name/2. From Whom Held	Address	Percentage
1. N/A - Non Profit		
2.		
1.		
2.		
1.		
2.		

**CORPORATE REPRESENTATIVE**

By: Catherine R. Rothschild

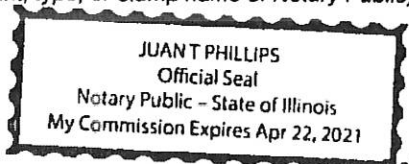
SWORN TO and subscribed before me this 13th day of September, 20 19, by

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 L. Phillips  
Notary Public

(Print, type, or stamp name of Notary Public)





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# Consultant Evaluation

PO Number \_\_\_\_\_

School/Department \_\_\_\_\_ The Collaborative for Academic, Social and Emotional Learning

Name of Consultant \_\_\_\_\_ Extended Learning

Contract Period From \_\_\_\_\_ 9/26/19 \_\_\_\_\_ To \_\_\_\_\_ 8/31/20 \_\_\_\_\_

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

	5	4	3	2	1
<b>JOB KNOWLEDGE AND SKILL</b>					
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					
<b>PRODUCTIVITY</b>					
1. Services provided matched the specifications of the contract					
2. Results produced					
3. Ability to meet goals as scheduled					
4. Success of the project					
<b>COMMUNICATION</b>					
1. Listening skills					
2. Returned phone calls, follow-up information, etc. in a timely manner					
3. Overall communication skills					
4. Overall accessibility/availability					
<b>INTERACTION</b>					
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					

Rating:            A - Agree            D - Disagree            N/A - Not Applicable

	A	D	N/A
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			

I would hire this consultant again.     Yes     No

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

Kiwana Howell, Department of Extended Learning

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