



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

School District Consultant Agreement

Grant Board Approved 9/16/20 TL1

Agenda Item #	Board Meeting Date
Contact Name and PX Kristen Rulison 432-6345	
School/Department Name Teaching and Learning	

Agreement between the School Board of Palm Beach County and:

Collaborative for Academic, Social, & Emotional Learning Corporation

THIS AGREEMENT is entered into this 19th day of August, 2021 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Collaborative for Academic, Social, & Emotional Learning Corporation, 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 September 1, 2021 and shall end on June 30, 2023

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Consultant will provide support, training, and guidance in developing and executing a plan for systemic and transformative implementation of social and emotional learning (SEL) which may include the following: Direct District consultation and technical assistance to support the advancement of the tranformative SEL implementation plan with school level support within the Wallace PSELI sites and District wide; ongoing implementationand evaluation support; ongoing support for continuous improvement process; consultation on resource alignment; and SEL & Equity team support. CASEL will also invite District representatives to participate in CASEL events and activities for CASEL CDI and ELDP Districts: regular webinars with SEL Leads; annual SEL Exchange; cross cistrict acceleration team professional learning engagements; superintendent's round table; and BELE/ELDP Convenings. See attachments A, B, C, and D for detailed information on scope of services.

B. Time, date, and location of services:

Time & Dates will vary. Virtual support until it is safe to resume face-to-face support as determined by the School District.

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Sharon Raven

Education BS, Texas 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 Teachers, Administrators, and Central Office SEL Team and Equity Team

Approximate Number to be Served 5,000

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

Evaluation of the consultant shall be provided by Kristen Rulison, Social and Emotional Learning Manager

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 \$135,000.00

The source of the funds is Wallace Partnerships for Social Emotional Learning Grant

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9048	4888	9110	531010	0000	9048	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 Thirty Five Thousand Dollars and Zero Cents

(\$ 135,000.00), 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: \$6,750.00/month & \$5,625.00/month (see Scope of Work Attachment E)

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: Kristen Rulison, Social and Emotional Learning Manager

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. § 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).

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

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: Collaborative for Academic, Social & Emotional Learning
 Address: 815 West Van Buren Street, Suite 210 Chicago, IL 60607
 SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
 Purchasing Department
 3300 Forest Hill Boulevard, Suite A-323
 West Palm Beach, FL 33406

Telephone # 512-965-0955 Extension _____

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

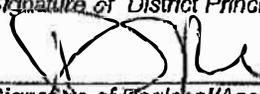
23. MANDATORY CONTRACT DOCUMENTS

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.

	4/13/2021	Klty Rothschild, Chief Operating Officer
Signature of Consultant	Date	Print Name of Consultant
Signature of District Principal/Director	Date	Print Name of District Principal/Director
	4/24/21	Diana Fedderman
Signature of Regional/Assistant Superintendent	Date	Print Name of Regional/Assistant Superintendent
Signature of Chief Officer	Date	Dr. Glenda Sheffield, Chief Academic Officer
Signature of Deputy Superintendent/Chief of Schools	Date	Print Name of Chief Officer
Kimberly Hall	Digitally signed by Kimberly Hall Date: 2021.06.23 12:36:55 -04'00'	
Signature of Legal Services Designee	Date	
Signature of Superintendent	Date	
Signature of School Board Chairman	Date	Frank A. Barbieri, Jr., Esq., Chair
		Print Name of School Board Chairman



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Consultant Evaluation

PO Number _____

School/Department _____ Teaching and Learning

Name of Consultant _____ Collaborative for Academic, Social, & Emotional Learning Corporation

Contract Period From _____ September 1, 2021 _____ To _____ June 30, 2023 _____

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

	5	4	3	2	1
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					
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					
COMMUNICATION					
1. Listening skills					
2. Returned phone calls, follow-up information, etc. in a timely manner					
3. Overall communication skills					
4. Overall accessibility/availability					
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					

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

Kristen Rulison, Social and Emotional Learning Manager

Signature of Evaluator

Print Name of Evaluator



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, August 19, 2021
 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 Teaching and Learning Department

Vendor or Partner Collaborative for Academic, Social, & Emotional Learning Corporation

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 Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving 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 personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

- will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving 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

Student grade level, school, teacher, Standardized Test Data including ELA and Math Proficiency; Grade Data including number of students earning Ds or Fs; Advanced-level Course Taking and Program Participation (e.g., gifted/talented, honors, AP, IB, etc.); Discipline and Suspension Data; Attendance Data; Special Education Placement; English Language Learner status.

- will limit the access to personally identifiable information from education records of students 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 fulfill the Receiving Party's responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, 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
- is under the direct control of the School Board with respect to the use and maintenance of education records; and
- is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
- shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
- will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; 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, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, <http://www.palmbeachschools.org/records/>), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

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 Receiving Party
 (*Vendor/Partner*)

Collaborative for Academic, Social, & Emotional Learning Corporation
 Vendor or Partner



Signature of person having authority to enter legally binding agreements on behalf of Receiving Party. 6/22/2021

Date

The School

 Teaching and Learning Department

 For the School Board of Palm Beach County, Florida

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



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
RISK AND BENEFITS MANAGEMENT
Hold Harmless Agreement

The vendor/service provider must sign a Hold Harmless Agreement form. The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider. Be sure to give a copy of the Hold Harmless Agreement to your insurance broker. Insurance is required for all medium and high risk event events, as described in the Special Event Risk Planning Guide regardless of dollar value of the event.

Name of Vendor/Service Provider Collaborative for Academic, Social, & Emotional Learning Cor	Name of Contact Kitty Rothschild, Chief Operating Officer		
Street Address 815 West Van Buren St, Suite 210	City Chicago	State IL	Zip Code 60607

INSURANCE REQUIREMENTS:

- (a) Commercial General Liability. Required \$1,000,000 per occurrence. This policy shall cover all risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and include Bodily Injury, Property Damage, Personal Injury. The Palm Beach County School Board shall be endorsed as an additional insured to the policy and a copy of the certificate shall be submitted with the lease or contract.
- (b) Workers' Compensation Insurance. Required if you have employees engaged in the performance or work under this agreement.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g. limousine or bus service) or bringing automobiles onto District property at the event. \$500,000 limit required.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and the additional Insured endorsement to the policy MUST be submitted with your lease or contract.

HOLD HARMLESS:

I/We Collaborative for Academic, Social, & Emotional Learning Corporation (name of the vendor/service provider) shall save, defend, indemnify, and hold harmless, the School Board of Palm Beach County, including all officers, directors, instructors, support staff and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" caused by my/our acts or omissions for the acts or omissions of those acting on my/our behalf:

- (a) In the performance of my/our ongoing operations; or
- (b) In the sale or distribution of my/our products; or
- (c) In connection with my/our property or premises rented to you.
- (d) In following, all requirements found on the School Board "Facility Use Agreement" form.
- (e) The Vendor/Concessionaire/Service Provider shall furnish a Certificate of Insurance, naming the School Board of Palm Beach County as an additional insured with Commercial General Liability Limits of at least \$500,000 per occurrence.

WAIVER OF SUBROGATION:

In the event of loss, damage or injury to the Vendor and/or the Vendor's property, the vendor shall look solely to any insurance in its favor without making any claim against the Purchaser. The Vendor hereby waives any right of subrogation against the Purchaser or 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 Purchaser and the School Board of Palm Beach County.

Note: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any school or ancillary owned by the School Board of Palm Beach County.

Kitty Rothschild

6/22/2021

Signature of Vendor or Service Provider

Date

NOTE: Failure of Vendor/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of agreement. In the event of a breach, the School Board of Palm Beach County shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The School Board of Palm Beach County from the proceeds due to the Vendor/Concessionaire/ Service Provider will deduct the cost of this insurance.



Collaborative for Academic, Social, and Emotional Learning

CDI Community Membership

Year 1: \$12,500

Year 2: \$12,500

In 2011 CASEL embarked on an effort to put research into action by launching the Collaborating Districts Initiative (CDI). Since then, our collaborative has grown, representing some of the most diverse districts in the country and collectively educating about 1.6 million students a year.

As a crucial participating district of the CDI through your work with PSELL, you have been at the forefront of the national movement to create sustainable and systemic reforms through SEL. Through our partnership, we have collaborated to support the development of your district's capacities to plan, implement, and monitor systemic changes that impact schools and classrooms in ways that enhance students' social-emotional development and academic performance.

We invite you to continue to join us as a CDI Community Member. This continued partnership with CASEL includes an opportunity to explore the next stage of learning for systemic SEL in your district.

A CASEL partnership includes participation in exclusive CASEL events and activities for CDI Districts*, such as:

- **Superintendent Roundtable** meetings (1 District participant).
- **CASEL's annual *SEL Exchange***, (*Registration included for 6 district participants*) Superintendent participation is requested for this annual event.
- **Cross-districts Professional Learning-Acceleration Team** (Up to 6 District participants inclusive of SEL, Equity and Research and Evaluation representative)
 - **3 in-person (or virtual if necessitated) learning engagements.** (Two specific to cross-district teams, plus the *SEL Exchange* described above)
 - **6-8 virtual 2-hour learning engagements.** (Variety of whole group, role-alike, facilitated, and project-aligned small group work.) Regularly scheduled virtual work sessions for cross-district role-alike groups. District SEL and Equity Leads, Coaches and department members, with Research and

Evaluation staff members invited to focused learning in areas such as: *Implementing Transformative SEL; actionable understanding of equity elaborations; effective coalition building; strategies for elevating anti-racist policies and practices; liberatory mindsets and design; effective communication; sustaining fortitude and courage; movement-enhancing professional learning skills and strategies; student-centered academic integration; authentic, embedded continuous improvement strategies.*

- **Continued collaboration in continuous improvement efforts for systemic SEL implementation.** A district R&E representative with the district SEL team will review and share the CASEL District-level implementation rubric annually, along with any existing district- and school-level data reports or presentations. CASEL will provide access to our assessment protocols, tools, and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials) and support the preparation of an annual report documenting implementation progress
- Designated **CASEL liaison** for phone/email technical assistance and continuous improvement support (**up to 4 days/32 hours per year**)
- Other partnership opportunities as mutually agreed to advance systemic implementation of SEL in service of equitable outcomes for all

**Travel and lodging are not included, and are the district's responsibility.*

District Commitment Fee for continuing your district's involvement as a CDI Community Member for fiscal year 2021-22 is \$25,000. As a result of matching funds, your responsibility for 2021-22 will be **\$12,500**.

We have many accomplishments to celebrate together, and also recognize there are questions still to be addressed around implementing and sustaining transformative SEL. Should there be interest in a deeper engagement with CASEL beyond what is described above, we would be happy to discuss with you in further detail. We look forward to many more years of collaborating for a brighter, safer and more successful future for every student.

Scope of Work Attachment B

BELE/Equitable Learning Development Project (ELDP)/District Partnership

Year 1: \$25,000

Year 2: \$25,000

This Scope of Services is agreed pursuant to and hereby made a part of the Independent Memorandum of Understanding/Consulting Agreement (the "Agreement"), by and between the Collaborative for Academic, Social, and Emotional Learning, an Illinois 501(c)(3) corporation ("CASEL"), and X ("the District").

The Building Equitable Learning Environments (BELE)/ Equitable Learning and Development Project (ELDP) is a collaborative effort of the Collaborative for Academic, Social, and Emotional Learning (CASEL), the University of Chicago Consortium on School Research (CCSR), Project for Education Research that Scales (PERTS) and the National Equity Project (NEP) to synthesize multidisciplinary frameworks and resources and result in a new framework and tools that holistically define and help enact what school should be designed to do and achieve. Collective knowledge and expertise focus on social-emotional learning, equitable structures and outcomes, and the capacity of adults and systems to support the holistic development of all learners.

The partners of BELE/ELDP set out to have a measurable, tangible impact on a deeply entrenched, inequitable education system. The ELDP work is committed to a process that gives equal power to the voices and experiences of students, families, and communities of color who are currently least served by their schools. The project blends a generative, relational focus on collective design and problem-solving with an applied focus on the ground with networks of school districts around the country to ensure that the "solutions" are practical and address real problems, and that educators are able to adapt frameworks, structures, protocols, and practices to their own contexts to radically transform their systems -- as well as the daily schooling experiences of their most marginalized students.

The Equitable Learning & Development Project (ELDP) Objectives:

The ELDP is organized to produce four interconnected and dynamic resources:

1. Refining a **student-level framework** that focuses on holistic, equity-centered, developmentally appropriate youth competencies as well as a broader vision of the ecological conditions supporting liberatory education and holistic youth development;
2. Building an **adult-level framework** that articulates the knowledge, skills, commitments, and practices necessary to create the relationships, opportunities, and experiences that foster liberatory education and youth development; and
3. Drafting **recommendations and design principles for the creation of systems of**

professional learning and organizational capacity building that ensure adults and young people experience the conditions and supports they need to reach their full potential.

4. Using **research-practice partnership** approach that engages educators, families and students in the testing and refinement of **recommendations, tools, and resources**.

CASEL will work with District leadership and staff, as mutually agreed, to provide strategic support, training, and guidance in developing and executing a plan for systemic implementation of transformative social and emotional learning (TSEL) in support of co-designing equitable learning spaces. CASEL support will be facilitated by a lead consultant who will draw upon additional support from ELDP partners, the CASEL network of SEL experts, continuous improvement coaches, consultants, and staff as appropriate. The schedule and frequency of these supports will be determined in partnership with District leaders. The District can expect in-person (when possible), phone, and virtual strategic support from CASEL monthly.

To ensure maximum benefit from this partnership, CASEL requests that the **District provide:**

- Commitment to identifying, dismantling, and replacing unjust and oppressive systems, structures and practices that limit student achievement.
 - Intentional and proactive stance towards creating equitable learning spaces through implementing systems, policies, and practices that center the student experience.
 - Support of the co-construction of learning conditions with students and families
 - Prioritization of affirming identity, agency, and belonging into the classroom and school environments as evidenced by district plans, policies, and/or goals.
 - Opportunities for CASEL staff to meet and update District Superintendent and cabinet members quarterly on implementation of established priorities.
 - District has established departments/personnel in the following areas who will engage with this partnership: SEL, Equity, Research and Evaluation, Teaching and Learning
 - Demonstrated capacity for cross-department collaboration.
 - Cohort of school sites, with aligned leadership, primed to engage in systemic implementation of the established ELDP framework
 - Targeted problem of practice with action research agenda and data plan created and aligned with focus work of ELDP
-
- Active engagement at CDI convenings/events with opportunities to disseminate key learnings.

Technical assistance activities provided for the District during the partnership may include the following activities determined by the agreed upon problem of practice and identified priority areas during initial planning meetings:

Supportive Resources

- Additional resources funded through the partnership (i.e., research partners, assessment tools, programming, etc.) and aligned with established priorities. Examples include:
 - Access to assessment tools that measure the student learning experience by elevating student voice and perception to inform organizational and instructional practices
 - SEL programming and aligned professional learning supporting explicit SEL instruction and/or academic integration of SEL practices that support the cultivation of equitable learning environments
 - Collaborative inquiry with research partners through a research-practice partnership model designed to produce key learning about processes, tools, and resources supporting sustainable implementation and influences and impacts on adults and young people

Coaching

- Opportunity to co-design district and school level adult training elevating ongoing learning, discovery, and application of Transformative SEL competencies and practices
- Collaborative focus on power-sharing and increasing voice and agency opportunities for students and families
- Co-creation of an academic integration model supporting the affirmation of identity, a sense of belonging, and agency

Action-Research/Continuous Improvement Model Coaching Support

- Action-research agenda informed by collaborative inquiry and a mixed-methods model
- Systemic interrogation and implementation of transformative elements into current structures, policies, and practices

Dissemination of Key Learnings

- Inclusion in and collaboration with the broader BELE network comprised of select districts and schools committed to redesigning the educational process to establish equitable learning environments

Beyond Technical Assistance

An ELDP/CASEL partnership includes participation in exclusive events and activities for ELDP/CASEL districts.—

- **BELE/ELDP Convenings**, (*Registration included for 6 district participants*) Attendance at BELE cross-network convenings to strengthen connections of like-minded districts and organizations

*Participation and meals for attendees at events are included; the District will cover the cost of transportation and lodging for attending participants.

Scope of Work Attachment C

Data Sharing Agreement

Collaborative for Academic, Social and Emotional Learning (CASEL)

&

The School District of Palm Beach County

Research-Practice Partnership Overview

This document lays out a data-sharing agreement between the Collaborative for Academic, Social, and Emotional Learning (CASEL) and The School District of Palm Beach County as a member of the Equitable Learning and Development Project (ELDP).

CASEL conducts research of high technical quality to inform policy and practice in public schools nationwide. CASEL developed the Indicators of Schoolwide SEL Walkthrough Protocol, the Staff Implementation, and the Family/Caregiver Surveys to measure school staff and families support

structures and involvement in systemic social emotional learning (SEL) implementation practices to better understand the relationships between school and classroom experiences, and SEL implementation practices. The collaborative work of developing these tools and their data reports, protocols, and collateral material will support the efforts of administrators, educators, families, and students, to identify and monitor learning environments and practices that best develop social emotional learning and development and learning strategies. Our survey tools are also designed to help improve SEL programming, teaching, learning, and leadership nationwide. Additionally, as ELDP research members, CASEL has partnered with the University of Chicago Consortium on School Research (CCSR), Project for Education Research that Scales (PERTS) to provide additional research and continuous improvement supports, resources and tools.

Research and Evaluation Activities

This agreement involves the ongoing services and activities conducted, in partnership with The School District of Palm Beach County listed below. The results of any given activity will be used to inform the other activities, in iterative fashion. Thus, though they are listed in sequential order, many of these activities will be co-occurring or repeated several times throughout the project. CASEL's primary set of R&E activities includes:

1. Administer the *staff implementation and family/caregiver* surveys to district- and school staff in The School District of Palm Beach County in fall and spring of the academic year utilizing CASEL's survey platform
2. Administer and engage with the PERTS Copilot-Elevate (student survey) and Copilot-Catalyze (staff survey) and their dashboards

3. Analyze CASEL and PERTS survey data to better understand relationships between and among survey measures and staff and student outcomes, within and across school/district partners;
4. Create an evolving set of data visualizations for school/district partners at the The School District of Palm Beach County level(s) showing: distributions of responses to survey items; relationships among CASEL survey measures; and relationships of CASEL survey measures to teacher and student outcomes (e.g., discipline, attendance). Sharing of these data visualizations will occur in and around a set of structured collaborative meetings
5. Develop and test protocols for data usage to build teachers' and administrators' understanding of SEL support structures and measurement, as well as their capacity to create classrooms that best support the development of students' social and emotional development
6. Disseminate findings from this work through a variety of media (e.g., peer-reviewed journal articles, practitioner-friendly CASEL briefs).

Beyond these primary activities, CASEL continuous improvement team members will act as a thought partner to The School District of Palm Beach County in a set of supplementary activities to model the use of CASEL survey data in continuous improvement efforts. These supplementary activities [may] include:

7. Support designated DISTRICT team to engage in systematic inquiry into the role of SEL implementation factors in shaping classroom instructional practice utilizing CASEL's Organize Implement-Improve cycles.

The shared goals of the project are to use data from the CASEL and PERTs surveys and the CASEL SEL walkthrough tool to better understand the relationships in The School District of Palm Beach County among district and school-staff SEL perceptions and implementation practices, family engagement factors, and student outcomes, classroom environments/classroom practices, and student performance; and to use data from the surveys to better understand how teacher's implementation efforts and attitudes influence classroom climate, students' behaviors, and performance in the classroom. We anticipate key learnings that will enable the scalability of reliable, validated survey and the availability of practice-tested data visualizations, data use protocols, and other professional development tools to build the capacity of teachers, school leaders, and district administrators by supporting them to engage in continuous improvement efforts aimed at strengthening classroom practice, developing student noncognitive factors, and improving students' academic performance.

To this end, across the project period, The School District of Palm Beach County agrees to:

- Designate a Research & Evaluation team member and SEL team member that will act as the primary partners with CASEL for the purposes and duration of this project. Ideally this is an already established team with regular meeting times that is already engaged in continuous improvement work that would be well-aligned with and supported by survey data;
 - Within these meetings, engage with team members and the CASEL continuous improvement consultant in the process of interpreting survey data, identifying salient information, and surfacing questions in response to survey data presentations;
- Identify action steps for the team to further investigate questions that arise or to pursue and test ideas for improvement; and
- Provide feedback on and contribute a practical perspective to the ongoing process of developing CASEL data reports and data use protocols.

Data-Sharing and Documentation Commitments

- We agree to collect, review, and share disaggregated quantitative data (from CASEL, PERTS and district-level), **at least quarterly**, to understand at a high level, the patterns of SEL implementation perceptions, attitudes and practices, achievement, and equity in our district as a whole and in our focal schools.
 - Districts may determine the specific quantitative data that they will collect and review based on local data available and required by district and state mandate.
 - Quantitative data should *minimally* include a review of disaggregated student experience and outcome measures including:
 - Standardized Test Data including ELA and Math Proficiency
 - Grade Data including number of students earning Ds or Fs
 - Advanced-level Course Taking and Program Participation (e.g., gifted/talented, honors, AP, IB, etc.)
 - Discipline and Suspension Data
 - Attendance Data
 - Special Education Placement
 - ELL status
- We agree to collect and review disaggregated quantitative and qualitative data with technical support (from CASEL, and/or UC Impact) at least 2x/year at the district and school level and *bi monthly* at the classroom level to guide our work and learning and monitor progress. This may include existing district survey data and/or administration of the UChicago Impact “Cultivate” Survey in the Fall/Spring, as well as student interviews, student focus groups.
- We will use the Copilot-ELEVATE Student Engagement Data collection infrastructure to gather student experience data on a *monthly* basis.
 - We will use the Copilot-CATALYZE Staff Engagement Data collection infrastructure to gather educator experience data on a *monthly* basis.

- We have reviewed and agreed to the Copilot [terms of use](#) and [privacy policy](#).
- Participating students and teachers will sign into Copilot and agree to the terms of use and privacy policy.
- We will document our work and learning on a regular and consistent basis using a Network Progress Tracker as a team and an Individual Learning and Reflection Tracker.

Confidentiality & Data Use Considerations

Survey tools are only valid for the uses for which they were designed. The development and integrity of the CASEL survey instruments rests on the ability of CASEL researchers to ensure the confidentiality of individual survey results. The CASEL survey instruments have been developed as tools to support continuous improvement cycles within schools and are *expressly not intended for use as part of individual- or school-level accountability systems or processes.*

Additionally, the CASEL survey instruments have *NOT been developed for use as individual-level diagnostic tools* for either students or teachers. Such use of the CASEL survey instruments and associated data threatens the integrity of the survey instruments and undermines the quality of the data. *Sharing of raw or individual-level survey data with anyone outside of the research team is expressly prohibited under this agreement.* Subject to school/district partner approval, CASEL researchers may share data with other research partners and construct cross-district comparisons across datasets.

Under this agreement, CASEL researchers will link survey results with district administrative data on students and teachers, including student and teacher demographic data, prior academic achievement, and additional personnel data. Linking these data allows CASEL and school/district partners to deepen our understanding of the complex social phenomena we are investigating, and to arrive at a clearer picture of what works for whom, under what circumstances.

CASEL will publish briefs, and/or reports to disseminate findings from this work. Following the close of this project, data visualizations and data use protocols, along with administration of the CASEL surveys, will be made available through the CASEL Schoolguide and District Resource Center.

Scope of Work Attachment D

Additional Consulting

Year 1: \$30,000

Year 2: \$30,000

As the district continues to expand and deepen SEL work to all schools, CASEL will provide ongoing consultation and coaching support in alignment with the SEL Sustainability Report for SDPBC which will be delivered to the district in June 2021. It is anticipated that work will be focused in the following areas:

- PSELI Phase 1 and Phase 2 schools
 - ongoing support for the SEL staff supporting these campuses
 - collaboration on resources for instruction and professional learning
 - observation and feedback in classrooms and schools
 - observation and feedback on partnership with OST as appropriate
 - consultation on continuous improvement work with these campuses
- Support for Cohort SEL schools
 - ongoing support for the SEL staff supporting these campuses
 - collaboration on resources for instruction and professional learning
 - observation and feedback in classrooms and schools
 - consultation on continuous improvement work with these campuses
- Transformative SEL and Equity work
 - collaboration with SEL and Equity teams on professional learning and resources
 - consultation on planning and continuous improvement work in this area
 - consultation with other collaborating departments within the district
- Collaboration on materials development and coaching model to support SEL growth in SDPBC.
 - development of roll-out, coaching and evaluation plans for systemwide SEL

This support will include ongoing virtual support for the SEL manager and team, as well as three three-day site visits (in person when possible) to collaborate on the work and plan for implementation. Consulting support will also be provided to support continuous improvement/research and evaluation efforts of the district.

Scope of Work Attachment E

**Payment
Terms**

The total fee for the services provided under this Agreement shall not exceed \$67,500 per year for a total of \$135,000 over two years. District shall make monthly payments as indicated below.

Year 1 (10 months) - Billing Schedule

Invoice Period	Invoice Date	Amount
September 2021	10/1/2021	\$6,750
October 2021	11/1/2021	\$6,750
November 2021	12/1/2021	\$6,750
December 2021	1/1/2022	\$6,750
January 2022	2/1/2022	\$6,750
February 2022	3/1/2022	\$6,750
March 2022	4/1/2022	\$6,750
April 2022	5/1/2022	\$6,750
May 2022	6/1/2022	\$6,750
June 2022	7/1/2022	\$6,750
Year 1 Total:		\$67,500

Year 2 (12 months) - Billing Schedule

Invoice Period	Invoice Date	Amount
July 2022	8/1/2022	\$5,625
August 2022	9/1/2022	\$5,625
September 2022	10/1/2022	\$5,625
October 2022	11/1/2022	\$5,625
November 2022	12/1/2022	\$5,625
December 2022	1/1/2023	\$5,625
January 2023	2/1/2023	\$5,625
February 2023	3/1/2023	\$5,625
March 2023	4/1/2023	\$5,625
April 2023	5/1/2023	\$5,625
May 2023	6/1/2023	\$5,625
June 2023	7/1/2023	\$5,625
Year 2 Total:		\$67,500

Invoices shall be paid to CASEL within 30 days of receipt. Fees for services performed or requested beyond those set forth in Attachment A-D and stated in the agreement must be agreed upon in advance by both CASEL and District and shall be set forth in writing in an amendment to this Agreement.

Note: The total fee for the services provided under this Agreement is a fixed amount. The mix of services provided to the District, or the removal of any possible service listed above from the services provided to the District, will not reduce the total fee nor otherwise impact the cost of this partnership.