



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

OFFICE OF INSPECTOR GENERAL  
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[www.palmbeachschools.org](http://www.palmbeachschools.org)

LUNG CHIU, CIG, CPA  
INSPECTOR GENERAL

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ROBERT M. AVOSSA, Ed.D., SUPERINTENDENT

## MEMORANDUM

**TO:** Honorable Chair and Members of the School Board  
Dr. Robert Avossa, Superintendent  
Chair and Members of the Audit Committee

**FROM:** Lung Chiu, Inspector General *KLC*

**DATE:** June 19, 2017

**SUBJECT:** Transmittal of Final Investigative Report  
*Case # 17-589 Galaxy Elementary*

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In accordance with School Board Policy 1.092(6)(d), we hereby transmit the above-referenced final report.

The allegations of Forgery/Fraud by the After School Director at Galaxy Elementary School in backdating a School District Consultant Agreement was unsubstantiated.

The OIG further determined that the Principal did not obtain authorization from the Area Superintendent to enter into contracts that exceed \$5,000, as required by School Board Policy 6.14.

The report is finalized and being referred to the Office of Professional Standards for appropriate action.

This investigative report will be posted on the Inspector General's website; [www.palmbeachschools.org/inspectorgeneral](http://www.palmbeachschools.org/inspectorgeneral).

Office of Inspector General  
The School District of Palm Beach County  
Case No. 17-589

*Allegations/Issue: Contract Forgery/Fraud*

*Location: Galaxy E3 Elementary School*

**INVESTIGATIVE REPORT FINAL**

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**AUTHORITY**

*School Board Policy 1.092 (4)(a)(iv)* authorizes the Office of Inspector General to initiate, conduct, supervise, and coordinate investigations designed to detect, deter, prevent and eradicate fraud, waste, financial mismanagement, fiscal misconduct, and other abuses in District government.

This preliminary review was conducted by Robert Sheppard, Investigator I.D. #202, in compliance with the *Quality Standards for Investigations, Principles and Standards for Offices of Inspector General*, promulgated by the Association of Inspectors General.

**COMPLAINT**

On March 16, 2017, the OIG received a complaint from the OIG's Audit Unit in reference to Galaxy E3 Elementary School Treasurer Jennifer Srabian alleging that Afterschool Director Katina Thomas approached her and asked her to backdate outside Vendor, String-Instructor Gareth Johnson's School District Consultant Agreement Contract. Jennifer Srabian further alleges that she refused to backdate the School District Consultant Agreement Contract when asked by After-School Director Katina Thomas. Jennifer Srabian alleges as a result of her refusing to backdate the contract, Afterschool Director Katina Thomas signed the Consultant Agreement Contract.

**DOCUMENTS REVIEWED**

- *Florida Administrative Code (Forgery Definition) 69C-8.003(7)*
- *School Board Policy 1.092 Inspector General*
- *School Board Policy 3.02 Code of Ethics*
- *School Board Policy 6.14(4)(b)(ii)(a) Purchasing Department*
- *School District Consultant Agreement August 23, 2016*
- *School District Consultant Agreement January 5, 2017*
- *People-Soft, Employee Work Location*
- *Palm Beach County Records (Property Appraisal)*

Review of the 2016-2017 School District Consultant Agreements between Galaxy E3 Elementary and Gareth Johnson indicates that two (2) separate Consultant Agreements were established: The 1<sup>st</sup>-Consultant Agreement Contract for the period of September 6, 2016 thru December 22, 2016, shows that Gareth Johnson agreed to conduct basic string instructions to Galaxy Elementary After-School Students on Tuesday's and Thursday's from 3:15 PM to 4:15 PM, for a

fee of \$75.00 per hour for two (2) hour sessions totaling \$150.00 per week. Further review of the contract indicates that Gareth Johnson signature is acknowledged as agreeing to the terms and conditions of the Contract entered on **August 23, 2016**. The signature of Principal Lisa Steele is acknowledged as agreeing to the terms and conditions of the contract dated **October 17, 2016** (See Exhibit-1).

The financial impact of Gareth Johnson contract established with Galaxy E3 Elementary School during the period of September 6, 2016 thru December 22, 2016, is \$4,950.00. After-School Director Katina Thomas was Gareth Johnson's Direct Supervisor during the period of the contract.

Galaxy E3 Elementary School Transaction Report SACC- Afterschool Enrichment Account (#6-9650.00) shows that Gareth Johnson was paid \$3,600.00 from September 23, 2016 thru December 21, 2016, as described below:<sup>ii</sup> (See Exhibit-2)

Date	Transaction	Description	Paid to:	Amount \$
09/23/2016	Check#12777	Strings Ensemble	Gareth Johnson	\$600.00
10/20/2016	Check#12795	Strings Ensemble	Gareth Johnson	\$600.00
10/28/2016	Check#12802	Strings Ensemble	Gareth Johnson	\$450.00
11/16/2016	Check#12810	Strings Ensemble	Gareth Johnson	\$1,050.00
12/02/2016	Check#12820	Strings Ensemble	Gareth Johnson	\$300.00
12/21/2016	Check#12829	Strings Ensemble	Gareth Johnson	\$600.00

Total Paid to Gareth Johnson from September 23, 2016 thru December 21, 2016: \$3,600.00

Review of Gareth Johnson the 2<sup>nd</sup> Consultant Agreement Contract for the period of January 10, 2017 thru May 25, 2017, shows that Gareth Johnson agreed to facilitate basic string instructions to Galaxy E3 Elementary After-School Students on Tuesday's and Thursday's from 2:30 PM to 3:30 PM, at \$75.00 per hour for two (2) hour sessions totaling \$150.00 per week. Additional review of the contract shows that Gareth Johnson's signature is acknowledged as agreeing to the terms and conditions of the contract entered on **January 5, 2017**. Principal Lisa Steele, is acknowledged as agreeing to the terms and conditions of the contract dated **January 5, 2017**<sup>iii</sup> (See Exhibit-3).

Galaxy E3 Elementary School Transaction Report SACC- Afterschool Enrichment Account (#6-9650.00) shows that Gareth Johnson was paid \$3,600.00 to date, as described below.<sup>iv</sup> (See Exhibit-4) with a remaining balance of \$1,200.00. The Contract end date is May 25, 2017.

Date	Transaction	Description	Paid to:	Amount \$
01/17/2017	Check#12834	Strings Ensemble	Gareth Johnson	\$600.00
02/03/2017	Check#12845	Strings Ensemble	Gareth Johnson	\$600.00
03/08/2017	Check#12872	Strings Ensemble	Gareth Johnson	\$1,200.00
03/28/2017	Check#12879	Strings Ensemble	Gareth Johnson	\$1,200.00

Total Paid to Gareth Johnson from January 17, 2017, thru March 28, 2017: \$3,600.00

The financial impact of Gareth Johnson contract established with Galaxy E3 Elementary School during the period of January 10, 2017 thru May 25, 2017, is \$4,950.00. Afterschool Director Katina Thomas is Gareth Johnson's Direct Supervisor during the period of the contract. Consultant Agreement Contracts combined totals \$9,900.00. See figures 1 & 2:

*Figure 1. School District Consultant Agreement:*

Vendor-Consultant Name:	Term of Contract:	Financial Impact:	Consultant Direct Supervisor:	Approving Authority to sign Consultant Contract:
Gareth Johnson	09-06-2016 thru 12-22-2016	\$4,950.00	After Care Director: Katina Thomas	Principal Lisa Steele

*Figure 2. School District Consultant Agreement:*

Vendor-Consultant Name:	Term of Contract:	Financial Impact:	Consultant Direct Supervisor:	Approving Authority to sign Consultant Contract:
Gareth Johnson	01-10-2017 thru 05-25-2017	\$4,950.00	After Care Director: Katina Thomas	Principal Lisa Steele

*Total: Contracts Financial Impact for 2016-2017 school year: \$9,900.00*

## **INTERVIEWS CONDUCTED**

### **Principal, Lisa Steele, Galaxy E3 Elementary School:**

On March 27, 2017, at 9:39 AM, the OIG staff conducted a face-to-face audio recorded interview with Principal Lisa Steele at Galaxy E3 Elementary School. Ms. Steele stated, she has been a Principal at Galaxy E3 Elementary School for less than a year, but has been employed with the Palm Beach County School District for a total of 28 years. Ms. Steele stated the two (2) School District Consultant Agreement Contracts for After-School Vendor Gareth Johnson entered on August 23, 2016 and January 5, 2017, was her first encounter dealing with an After-School Consultant Agreement Contract at Galaxy E3 Elementary. The contracts between Vendor Gareth Johnson and Galaxy E3 Elementary were to be financially awarded through a grant (Team USA) which was previously negotiated and approved by the outgoing Principal Ed Capitano prior to the 2016-2017 school year. Ms. Steele verified both signatures attach to the contracts as her written signatures. Principal Steele also reports there were **NO** indications of any forged signatures or alterations to either contracts. Principal Steele stated she is the only one authorized to sign a Consultant Agreement Contract, and there is no other staff at Galaxy E3 Elementary School authorized to sign a Consultant Agreement Contract. Principal Steele stated that Vendor Gareth Johnson has never worked without a contract, nor were any contracts backdated.

*The Audio Interview concluded March 27, 2017, 9:52 AM.*

On April 6, 2017, at 3:26 PM, the OIG staff conducted a follow-up phone interview with Principal Lisa Steele at Galaxy E3 Elementary School. Ms. Steele stated she was present when After-School Director Katina Thomas spoke with Purchasing Agent Michelle Thissell on the phone. Ms. Steele stated she did hear After-School Director Katina Thomas mention backdating to Michelle Thissell but doesn't recall what was said between the two. Ms. Steele stated she did not speak with Purchasing Agent Michelle Thissell. Ms. Steele stated she signed the contract when After-School Director Katina Thomas brought it to her office for a Principal Signature, and did not inquire further because After-School Director Katina Thomas had been doing contracts for a while.

Bookkeeper, Jennifer Srabian, Galaxy E3 Elementary School:

On March 27, 2017 at 9:59 AM, OIG staff conducted a face-to-face audio recorded interview with Treasurer Jennifer Srabian at Galaxy E3 Elementary School. Ms. Srabian has been a Bookkeeper at Galaxy E3 Elementary School for 3 ½ years and has been employed with the Palm Beach County School District for a total of 13 years. Ms. Srabian stated she does not know exactly what the responsibilities are for After-School Director Katina Thomas, but from observation, Ms. Srabian sees After-School Director Katina Thomas taking care of kids and collecting money from parents with Attendance Clerk Ljana Farmer who assist with Afterschool programs. Ms. Srabian stated After-School Director Katina Thomas asked her to backdate Vendor Gareth Johnson's 2<sup>nd</sup> contract on or about February 2017, and that she (Katina Thomas) had received permission from someone. Ms. Srabian stated she refused After-School Director Katina Thomas request to backdate the contract and that she did **NOT** observe After-School Director Katina Thomas sign the contract.

Ms. Srabian, reviewed both contracts and said the signatures attached to the contract appeared to be Principal Lisa Steele.

Ms. Srabian stated she sees Gareth Johnson maybe once or twice a week, and that she is not aware of a relationship between Gareth Johnson and Katina Thomas.

*The Audio Interview concluded March 27, 2017, 10:10 AM.*

After-School Director Katina Thomas, Galaxy E3 Elementary School:

On March 27, 2017 at 10:15 AM, OIG staff conducted a face-to-face audio recorded interview with After-School Director Katina Thomas at Galaxy E3 Elementary School. Ms. Thomas stated she has been an After-School Director at Galaxy E3 Elementary School for 10 years and has been employed with the Palm Beach County School District for a total of 17 years.

Ms. Thomas stated, Vendor Gareth Johnson is responsible for providing basic strings instructions to the *strings-ensemble* music group at Galaxy Elementary. Ms. Thomas stated initially, the program had about 29 students to participate in the *strings-ensemble* music group, but throughout the year some kids dropped out, and now the program has approximately 18-20 After-School youth participating in the music group. Ms. Thomas stated the *strings-ensemble* music group started at Galaxy Elementary three (3) years ago by previous principal Ed Capitano

and was advertised throughout the school. The program was facilitated by a former music teacher and ended when the former teacher left the school.

Ms. Thomas stated she tried to bring back the *strings-ensemble* music program and that's when she reached out to Gareth Johnson, and also acquired a Team USA Grant to pay for his services. Ms. Thomas stated prior to receiving the Team USA Grant, Gareth Johnson was paid through the After-School budget. Also Ms. Thomas stated prior to the Team USA Grant, parents would financially assist the After-School program by paying for books, repairs, etc. Ms. Thomas stated fees are not required for students who are enrolled in the After-School program, parents and the school conduct fundraisers to raise money for the participating students. Ms. Thomas stated the school has an enrichment account for the purpose of financially assisting students.

Ms. Thomas also stated she is aware of the contracts established between Gareth Johnson and Galaxy E3 Elementary School and confirms all approving signatures attached to the contracts are that of Principal Lisa Steele. Ms. Thomas stated she is aware of backdating the January 5, 2017, contract. Ms. Thomas stated earlier in the school year she and Principal Lisa Steele contacted the District Purchasing Department and spoke with Purchasing Agent Michelle Thissell about the January 5, 2017 contract. Ms. Thomas stated she informed Ms. Thissell that they were supposed to receive grant money at the beginning of the 2016-2017 school year to pay for Gareth Johnson's services, and that Galaxy would be reimbursed by Team USA grant after paying a certain amount, but no money was received during that time from Team USA grant. Ms. Thomas stated, Ms. Thissell told her and the Principal to backdate the contract. Ms. Thomas stated this is when she relayed this information to Treasurer Jennifer Srabian and Srabian said she did not want to be a part of it. Ms. Thomas stated she just did what she was told. Ms. Thomas stated she was not sure if the first contract was backdated because Gareth Johnson signed it on the 17<sup>th</sup> before the program started. Ms. Thomas stated Galaxy Elementary Afterschool paid Gareth Johnson bi-weekly through the enrichment account, but because of the issue with the grant, Galaxy's pay's him now when the grant funds are available. Ms. Thomas stated Gareth Johnson is currently due a \$1,200. check.

Ms. Thomas stated, she received an email before *spring break* that the Treasurer Srabian and Principal Steele were supposed to receive a check for Gareth Johnson within 3 to 5 business days, but Ms. Thomas stated she doesn't know if the check was received. Ms. Thomas stated that she was at Galaxy during spring-break for the first few days during the break, but Ms. Thomas stated she doesn't know if the check was received.

Ms. Thomas stated, Gareth Johnson has provided music services from September 6, 2016 to current from 2:15 PM to 3:15 PM two days a week. Team USA was supposed to send a reimbursement check, but prior to that Ms. Thomas stated she was paying him \$600.00 a week, out of the enrichment budget.

Ms. Thomas stated, she was trying to pay Gareth Johnson because he was providing a service, and the grant funds were not available. Ms. Thomas stated she never forged a contract signature,

or forged Ms. Steel signature to a contract. Ms. Thomas stated everything she does she talks to Principal Steel about it first. Ms. Thomas stated Gareth Johnson never worked without a contract.

Ms. Thomas stated she was just getting him paid. Ms. Thomas stated Mr. Johnson was hired the year before the 2016-2017 school year. Ms. Thomas stated the ledger shows payment to Gareth Johnson using After-School funds.

*The Audio Interview Concluded March 27, 2017, 10:29 AM.*

Purchasing Agent, Michelle Thissell, Palm Beach County School District Office:

On March 30, 2017, OIG Staff met with Palm Beach County School District Purchasing Agent Michelle Thissell at the Palm Beach County School District Office. Ms. Thissell stated only one (1) contract is on file at the District office for Galaxy E3 Elementary School for Vendor Gareth Johnson from September 6, 2016 thru December 22, 2016.

During a follow-up meeting on April 7, 2017, at 12:15 PM OIG staff met with Ms. Thissell at her office. Ms. Thissell stated she did not advise After School Director Katina Thomas or Principal Lisa Steele to backdate Gareth Johnson's contract. Ms. Thissell stated there is NO other contract on District files for Gareth Johnson from January 10, 2017 thru May 25, 2017. Ms. Thissell stated Gareth Johnson is probably being paid through the school internal account.

**PRELIMINARY REVIEW**

The OIG reviewed 2016-2017 School District Consultant Agreement Contracts between Galaxy E3 Elementary School and Vendor String Instructor Gareth Johnson to determine if After-School Director Katina Thomas forged the Consultant Agreement Contract(s).

*Florida Administrative Code (FAC) 69C-8.003(7) defines Forgery as, the fraudulent making or materially altering of any writing with the intent to deceive, or injure another person.(See Exhibit-5)*

**RESULTS OF REVIEW**

Review of the two (2) Consultant Agreement Contracts between Galaxy E3 Elementary School and Vendor Gareth Johnson shows that Vendor Gareth Johnson agreed to facilitate string-music instructions to Galaxy's After School students from September 6, 2016 thru December 22, 2016, and January 5, 2017, thru May 25, 2017, two (2) days a week at \$75.00 per hour for two sessions totaling \$150.00 per week. The financial impact of the two (2) contracts combined totaled \$9,900.00 for the 2016-2017 school year. The contracts were established and negotiated by the previous Principal (Ed Capitano) prior to Principal Lisa Steele's assignment to Galaxy E3 Elementary School for the 2016-2017 school year. Galaxy negotiated and acquired grant Team USA prior to Principal Lisa Steele arrival. The money from the grant was to be used to pay for Vendor String Instructor Gareth Johnson musical services from September 6, 2016 thru December 22, 2016 and January 10, 2017 thru May 25, 2017.

*(Gareth Johnson also provided musical string instructions at Galaxy E3 Elementary for afterschool students for the 2015-2016 school year)*

Principal Steele reviewed and approved the contract to continue string music instructions at Galaxy E3 Elementary for the 2016-2017 school year.

**FINDINGS:**

1. The allegation related to After-School Director Katina Thomas backdating a School District Consultant Agreement Contract for Vendor String Instructor Gareth Johnson is **Unsubstantiated.**
  
2. Pursuant to *School District Purchasing Policy 6.14(4)(b)(ii)(a) – “Authority is delegated to the Principal of each school center to purchase: (A). contractual services, including Professional Services, in an amount not to exceed five thousand (\$5,000) per vendor per fiscal year per school.”*<sup>vi</sup> (See Exhibit -6) Review of the contract shows that Principal Steele did not acquire further approval signatures from her Area Superintendent as pursuant to District Policy. See below:
  - a. The 1<sup>st</sup> contract between Gareth Johnson and Galaxy E3 Elementary was entered on August 23, 2016, at the beginning of 2016-2017 school year, the financial impact payable to Gareth Johnson for his services is \$4,950.00.
  - b. The 2<sup>nd</sup> contract between Gareth Johnson and Galaxy E3 Elementary was entered on January 5, 2017, the second half of 2016-2017 school, the financial impact payable to Gareth Johnson for his services is \$4,950.00.
  - c. The two (2) contracts combined totaled \$9,900.00 for the 2016-2017 school year which is over the \$5,000.00 limit, pursuant to the Palm Beach County School District Consultant Agreement Contracts, page 5, which indicates, “5001 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”. The only signatures attach to the Consultant Agreement Contracts is Consultant Gareth Johnson and Principal Lisa Steele, no other designated supervisory signatures are attach to either contract.

Gareth Johnson has been providing basic string instructions at Galaxy E3 Elementary since the beginning of the 1<sup>st</sup> contract entered into on August 23, 2016, with an effective start date of September 6, 2016 thru December 22, 2016, and is **CURRENTLY**, facilitating musical instructions at Galaxy E3 Elementary.

**FURTHER ACTION**

The results of this investigation will be provided to the Office of Professional Standards for appropriate action.



## AFFECTED PARTY RESPONSES

In accordance with School Board Policy 1.092(6)(iv), a draft copy of this report was provided to Principal Lisa Steele and After-School Director Katina Thomas, who were given an opportunity to respond. A response was received from Principal Lisa Steele.<sup>vii</sup> (See Exhibit-7) No response was received from After-School Director Katina Thomas.

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<sup>i</sup> Gareth Johnson Consultant Agreement Contract (08-23-2016 thru 10-17-2016)

<sup>ii</sup> SACC Afterschool Enrichment Account #6-9650.00

<sup>iii</sup> Gareth Johnson Consultant Agreement Contract (01-10-2017 thru 05-25-2017)

<sup>iv</sup> SACC Afterschool Enrichment Account #6-9650.00

<sup>v</sup> Florida Administrative Codes (FAC) 69C-8.003(7) Forgery

<sup>vi</sup> School District Purchasing Policy 6.14(b)(ii)(a)

<sup>vii</sup> Principal Lisa Steele 20-day notice response

EXHIBIT#1

GARETH JOHNSON CONSULTANT  
AGREEMENT CONTRACT

08-23-2016



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# School District Consultant Agreement

Agenda Item #	Board Meeting Date
Contact Katina Thomas	PX 85630
School / Department Galaxy E3 / Afterschool	

Agreement between the School Board of Palm Beach County and:

Gareth Johnson

THIS AGREEMENT is entered into this 23 day of August, 20 2016 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Gareth Johnson

, 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 9/6/2016 and shall end on 12/22/2016

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Basic strings instruction for elementary age youth

B. Time, date, and location of services:

3:15pm - 5:15pm, Tuesday and Thursday, Galaxy E3 music room

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Gareth Johnson

Education B.A. and M.A. Lynn University

Position and Address Master Instructor, 1202 Lucerne Avenue Unit C, Lake Worth, FL 33460

Target Group/School/Department Elementary age youth / Galaxy E3 Elementary / Afterschool Program

Approximate Number to be Served 30

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

Evaluation of the Consultant shall be provided by Katina Thomas

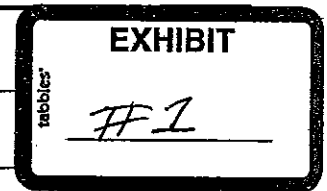
TITLE OF THE CONSULTANT'S SUPERVISOR/EVALUATOR

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

**FINANCIAL IMPACT**

The financial impact is \$4950.00

The source of funds is Internal Accounts



DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR

**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)

Four thousand nine hundred and fifty dollars and no cents

(\$ 4950.00 ), for a maximum of 60 hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Flat Rate: \$75 per hour for two hour sessions totaling \$150 per visit. The master instructor will be paid bi-weekly

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: Katna Thomas, Program 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.

**14. TRAVEL**

Travel  is  is not allowable for this Agreement. Estimated travel expense is not to exceed 0.00 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).

**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. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**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. MINORITY STATUS**

The Board strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that: This business is minority owned and operated (minimum 51%)  Yes  No  
If a consultant not representing a firm, I am a minority  Yes  No

**20. 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 other wise 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.

**21. 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.

**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 Gareth Johnson

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

Address 1202 Lucerne Avenue, Unit C, Lake Worth, FL 33460

Telephone # ( 561 ) 886 - 8087 Extension # \_\_\_\_\_

Consultant E-mail (Required) garethviolin@gmail.com

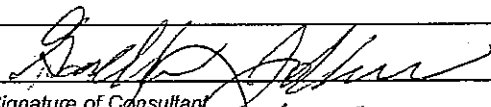
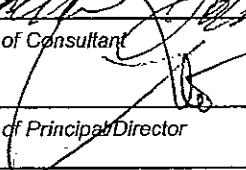
**23. MANDATORY CONTRACT DOCUMENTS**

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**)

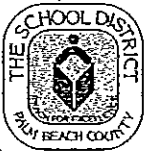
- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 6.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 7.

- \$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>8/23/16</u>	Gareth Johnson
Signature of Consultant	Date	Print Name of Consultant
	<u>10-17-16</u>	
Signature of Principal/Director	Date	Print Name of Principal/Director

_____ Signature of Regional/Assistant Superintendent	_____ Date	_____ Print Name of Regional/Assistant Superintendent
_____ Signature of Chief Academic/Operating Officer	_____ Date	_____ Print Name of Chief Academic/Operating Officer
_____ Signature of Deputy Superintendent/Chief of Schools	_____ Date	_____ Signature of Legal Services Designee
_____ Signature of Superintendent	_____ Date	_____ Signature of School Board Chairman
		_____ Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
**Beneficial Interest and  
Disclosure of Ownership Affidavit**

Bid No. \_\_\_\_\_ Project No./Title \_\_\_\_\_

Corporate Name \_\_\_\_\_ Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 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

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

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. _____		
2. _____		
1. _____		
2. _____		
1. _____		
2. _____		

CORPORATE REPRESENTATIVE

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

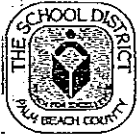
Such person(s) (Notary Public must check applicable box).

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)





PO Number

# Consultant Evaluation

School/Department Galaxy E3 Elementary School

Name of Consultant Gareth Johnson

Contract Period From 9/6/2016 To 12/22/2016

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  
Katina Thomas

Date

Print Name of Evaluator

EXHIBIT#2

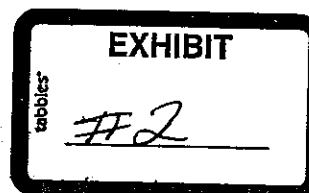
GALAXY E3 ELEMENTARY SCHOOL  
SACC-AFTERSCHOOL ENRICHMENT  
ACCOUNT#6-9650.00

2016/17 54

Summary for: SACC - Afterschool Enrichment  
Cat. #: 6-9650.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
07/21/2016	Check 12745	Palm Beach County School District The Hope Center Lease - Police Services Inv# WPB-153793	\$165.00		<input checked="" type="checkbox"/>
07/21/2016	Check 12745	Palm Beach County School District The Hope Center Lease - Police Services Inv# WPB-153794	\$165.00		<input checked="" type="checkbox"/>
08/15/2016	Check 12757	Palm Beach County School District Instrument Repairs Inv# WPB-155841	\$80.00		<input checked="" type="checkbox"/>
08/30/2016	Transfer 288	K Thomas Wrote Wrong Account # on Monies Collected Form		\$161.00	<input checked="" type="checkbox"/>
09/23/2016	Check 12777	Gareth Johnson Strings Ensemble - Invoice A - 9/16/16 ✓	\$600.00		<input checked="" type="checkbox"/>
10/20/2016	Check 12795	Gareth Johnson Strings Instruction - Invoice #B ✓	\$600.00		<input checked="" type="checkbox"/>
10/28/2016	Check 12802	Gareth Johnson Invoice C - Strings Ensemble ✓	\$450.00		<input checked="" type="checkbox"/>
11/15/2016	Deposit 450	Donation for Aftercare Enrichment		\$151.00	<input checked="" type="checkbox"/>
11/16/2016	Check 12810	Gareth Johnson Strings Instruction - invoice D & E ✓	\$1,050.00		<input checked="" type="checkbox"/>
11/18/2016	Deposit 451	T. Robinson Shoes		\$91.50	<input checked="" type="checkbox"/>
11/18/2016	Deposit 451	Cheer Uniforms etc.		\$145.00	<input checked="" type="checkbox"/>
11/21/2016	Check 12811	Flash Cleaners Dry Cleaning For Cheer and Step Uniforms	\$422.42		<input checked="" type="checkbox"/>
11/29/2016	Deposit 453	Aftercare Enrichment		\$771.50	<input checked="" type="checkbox"/>
12/02/2016	Check 12820	Gareth Johnson Strings Ensemble Instruction - Invoice F ✓	\$300.00		<input checked="" type="checkbox"/>
12/02/2016	Deposit 454	Enrichment		\$786.50	<input checked="" type="checkbox"/>
12/07/2016	Deposit 455	Aftercare Enrichment		\$220.00	<input checked="" type="checkbox"/>
12/14/2016	Deposit 457	Violin (K Louis)		\$80.00	<input checked="" type="checkbox"/>
12/15/2016	Check 12825	Great Western Screenprinting Group Shirts (Invoice #1242103 - 12/14/16)	\$200.00		<input checked="" type="checkbox"/>
12/21/2016	Check 12829	Gareth Johnson Strings Instruction ✓	\$600.00		<input checked="" type="checkbox"/>
01/13/2017	Transfer 298	Fundraiser is complete		\$1,005.00	<input checked="" type="checkbox"/>
01/17/2017	Check 12834	Gareth Johnson Strings Instruction (Invoice H - 12/25/16) ✓	\$600.00		<input checked="" type="checkbox"/>
02/03/2017	Check 12845	Gareth Johnson Strings Instruction (Invoice I) ✓	\$600.00		<input checked="" type="checkbox"/>
02/10/2017	Check 12852	DryClean 2000 Impressions Uniform Cleaning	\$160.00		<input checked="" type="checkbox"/>
02/15/2017	Check 12857	Chafin Musiccenter, Inc. Instrument Repair	\$58.60		<input type="checkbox"/>
02/22/2017	Deposit 474	NO IDEA		\$500.00	<input checked="" type="checkbox"/>
03/03/2017	Deposit 477	Teamwork USA Payment For Gareth J. (Strings) - They Cannot Make The Check Out To Him		\$2,400.00	<input checked="" type="checkbox"/>



03/07/2017	Check 12871	DryClean 2000 Impressions Uniform Dry Cleaning	\$110.00		<input checked="" type="checkbox"/>
03/08/2017	Check 12872	Gareth Johnson Invoice J & K (1/24, 1/26, 1/31, 2/2, 2/7, 2/9, 2/14 & 2/16)	\$1,200.00		<input checked="" type="checkbox"/>
03/28/2017	Check 12876	DryClean 2000 Cheer Uniform Dry Clean	\$240.00		<input checked="" type="checkbox"/>
03/28/2017	Check 12879	Gareth Johnson Strings Instruction - Invoice L & M	\$1,200.00		<input type="checkbox"/>
03/29/2017	Deposit 483	Teamwork USA		\$1,200.00	<input type="checkbox"/>
03/30/2017	Check 12880	Palm Beach County School District Beauty Supply & French Toast Inv# WPB-167550	\$757.36		<input type="checkbox"/>

Opening Balance: \$3,282.86

Category Balance: \$1,215.98

\$9,558.38

\$7,491.50

**Grand Totals:**

Opening Balances: \$3,282.86

Category Balances: \$1,215.98

\$9,558.38

\$7,491.50

Galaxy Elementary  
 Wells Fargo  
 Activity Funds-Area 1

Detailed Category Summary - Sorted by Category Name

Report #1

5415716

Summary for: Strings Club  
 Cat. #: 4-3579.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
09/18/2015	Deposit 363	Supply Fees		\$300.00	<input checked="" type="checkbox"/>
09/30/2015	Deposit 365	Kona Ice Fundraiser		\$306.00	<input checked="" type="checkbox"/>
10/05/2015	Check 12059	Chafin Musiccenter, Inc. String Supplies Inv# 394126	\$50.00		<input checked="" type="checkbox"/>
10/06/2015	Transfer 241	Transfer to pay for String Instructor (Will be replaced when we receive donation)		\$480.00	<input checked="" type="checkbox"/>
10/07/2015	Deposit 367	Krispy Kreme Fundraiser		\$90.00	<input checked="" type="checkbox"/>
10/07/2015	Deposit 367	Krispy Kreme Fundraiser		\$470.00	<input checked="" type="checkbox"/>
10/08/2015	Check 12062	Gareth Johnson Strings Instruction ✓	\$600.00		<input checked="" type="checkbox"/>
10/14/2015	Deposit 368	Kona Ice Fundraiser		\$80.00	<input checked="" type="checkbox"/>
10/28/2015	Transfer 242	Goes with Transfer 241 (Only Transferred \$480 should have been \$604)		\$124.00	<input checked="" type="checkbox"/>
10/29/2015	Check 12075	Gareth Johnson Invoice #2 & #3 ✓	\$1,200.00		<input checked="" type="checkbox"/>
12/01/2015	Deposit 378	Kona Ice Commission		\$151.00	<input checked="" type="checkbox"/>
12/16/2015	Transfer 253	Transferring Aftercare Club Funds into Correct Account	\$151.00		<input checked="" type="checkbox"/>

Opening Balance: \$0.00

Category Balance: \$0.00

\$2,001.00

\$2,001.00

Grand Totals:

Opening Balances: \$0.00

Category Balances: \$0.00

\$2,001.00

\$2,001.00

2015/16 SY

Summary for: SACC - Afterschool Enrichment  
Cat. #: 6-9650.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
12/10/2015	Transfer 251	Transferring Aftercare Club Account to Correct Account		\$3,823.25	<input checked="" type="checkbox"/>
12/16/2015	Transfer 252	Transfer Aftercare Club Funds into Correct Account		\$828.11	<input checked="" type="checkbox"/>
12/16/2015	Transfer 253	Transferring Aftercare Club Funds into Correct Account		\$151.00	<input checked="" type="checkbox"/>
12/16/2015	Check 12116	Gareth Johnson String Instruction Inv# Number 6 ✓	\$900.00		<input checked="" type="checkbox"/>
01/08/2016	Check 12123	DryClean 2000 Uniform Cleaning for Cheerleading	\$150.00		<input checked="" type="checkbox"/>
01/08/2016	Check 12125	Flash Cleaners Uniform Cleaning - Impression Steppers	\$341.97		<input checked="" type="checkbox"/>
01/14/2016	Check 12128	Gareth Johnson Strings Ensemble Instruction Inv# 8 ✓	\$300.00		<input checked="" type="checkbox"/>
02/02/2016	Deposit 391	Strings (T. White)		\$65.00	<input checked="" type="checkbox"/>
02/03/2016	Check 12146	Gareth Johnson Strings Instruction Inv# 10 ✓	\$600.00		<input checked="" type="checkbox"/>
02/12/2016	Deposit 393	Aftercare Program		\$310.00	<input checked="" type="checkbox"/>
02/19/2016	Deposit 395	Aftercare Enrichment Fees		\$150.00	<input checked="" type="checkbox"/>
02/26/2016	Transfer 258	Deposited into Wrong Account		\$100.00	<input checked="" type="checkbox"/>
03/01/2016	Deposit 398	Afterschool Enrichment		\$110.00	<input checked="" type="checkbox"/>
03/02/2016	Check 12155	Gareth Johnson Strings Ensemble Inv# 11 & 12 ✓	\$900.00		<input checked="" type="checkbox"/>
03/15/2016	Check 12172	Gareth Johnson Strings Ensemble Inv# 13 ✓	\$600.00		<input checked="" type="checkbox"/>
03/15/2016	Deposit 402	Afterschool Enrichment		\$50.00	<input checked="" type="checkbox"/>
03/29/2016	Deposit 403	Aftercare Enrichment		\$50.00	<input checked="" type="checkbox"/>
03/29/2016	Deposit 403	Aftercare Enrichment		\$115.00	<input checked="" type="checkbox"/>
03/29/2016	Deposit 403	Aftercare Enrichment		\$61.00	<input checked="" type="checkbox"/>
04/01/2016	Deposit 404	G. White & J. Horne		\$95.00	<input checked="" type="checkbox"/>
04/01/2016	Deposit 404	J Brooks & A Cureno		\$120.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Enrichment Fees		\$110.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Enrichment Fees		\$50.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Aftercare Enrichment		\$150.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Kona Ice Commision		\$134.00	<input checked="" type="checkbox"/>
04/07/2016	Check 12182	Gareth Johnson Strings Instruction Inv# 14 ✓	\$600.00		<input checked="" type="checkbox"/>
04/13/2016	Check 12188	High Touch High Tech Aftercare Event for February Inv# 21281	\$378.00		<input checked="" type="checkbox"/>
04/13/2016	Check 12189	Marie St Juste Unable to participate in Step (Refund for Shoes and Uniform) - Made Out To The Wrong Person - Tax \$0.00 - Void - 4/30/2016	\$75.00		<input checked="" type="checkbox"/>
04/19/2016	Check 12194	Gayelle Bosselman Refund for Step	\$75.00		<input checked="" type="checkbox"/>

2015/16 54

04/25/2016	Check 12196	Gareth Johnson Invoice #16 Strings Instruction Inv# 16 ✓	\$600.00		<input checked="" type="checkbox"/>
04/30/2016	Check 12189	Void - Marie St Juste Unable to participate in Step (Refund for Shoes and Uniform ) - Made Out To The Wrong Person - Tax \$0.00	(\$75.00)		<input checked="" type="checkbox"/>
05/05/2016	Deposit 415	Aftercare Enrichment Fees		\$60.00	<input checked="" type="checkbox"/>
05/05/2016	Deposit 415	Aftercare Enrichment Fees		\$50.00	<input checked="" type="checkbox"/>
05/13/2016	Check 12689	Gareth Johnson String Ensemble Instruction Inv# 17 ✓	\$600.00		<input checked="" type="checkbox"/>
05/17/2016	Deposit 418	Aftercare Enrichment		\$370.00	<input checked="" type="checkbox"/>
05/25/2016	Transfer 268	EOY Transfer to Aftercare Enrichment		\$453.75	<input checked="" type="checkbox"/>
05/25/2016	Transfer 269	EOY Transfer to Aftercare Enrichment		\$541.00	<input checked="" type="checkbox"/>
05/26/2016	Deposit 419	Aftercare Enrichment Fees		\$275.00	<input checked="" type="checkbox"/>
05/26/2016	Deposit 419	Kona Ice		\$104.00	<input checked="" type="checkbox"/>
05/26/2016	Deposit 419	Aftercare Enrichment		\$635.00	<input checked="" type="checkbox"/>
06/01/2016	Deposit 420	Enrichment Fees		\$275.00	<input checked="" type="checkbox"/>
06/02/2016	Transfer 276	Transfer to Aftercare Enrichment		\$136.50	<input checked="" type="checkbox"/>
06/06/2016	Transfer 277	Transfer to Aftercare Enrichment		\$24.96	<input checked="" type="checkbox"/>
06/06/2016	Transfer 278	Transfer to Aftercare Enrichment		\$61.26	<input checked="" type="checkbox"/>
06/06/2016	Check 12728	Palm Beach County School District Headstart Event on Saturday 4/30/16 Inv# WPB-152557	\$220.00		<input checked="" type="checkbox"/>
06/08/2016	Deposit 423	Kona Ice Commission		\$89.00	<input checked="" type="checkbox"/>

Opening Balance: \$0.00      Category Balance: \$3,282.86      \$6,264.97      \$9,547.83

**Grand Totals:**

Opening Balances: \$0.00      Category Balances: \$3,282.86      \$6,264.97      \$9,547.83

2015/10 54

Summary for: SACC-Afterschool Donations  
Cat. #: 6-9660.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
					<input type="checkbox"/>

Opening Balance: \$0.00

Category Balance: \$0.00

Summary for: SACC-Registration Fees  
Cat. #: 6-9525.00

Contact Person: K.Thomas

Date	Transaction	Description	Debit	Credit	Cleared
08/25/2015	Transfer 238	Did Not Have Special Activities Amount Written on Monies Collected	\$40.00		<input checked="" type="checkbox"/>
08/25/2015	Deposit 359	Aftercare Fees		\$990.98	<input checked="" type="checkbox"/>
08/25/2015	Deposit 359	Aftercare Program		\$200.00	<input checked="" type="checkbox"/>
08/31/2015	Deposit 360	Aftercare Fees		\$125.00	<input checked="" type="checkbox"/>
08/31/2015	Deposit 360	Aftercare Fees		\$150.00	<input checked="" type="checkbox"/>
08/31/2015	Deposit 360	Aftercare Fees		\$200.00	<input checked="" type="checkbox"/>
09/04/2015	Deposit 361	Aftercare Fees		\$175.00	<input checked="" type="checkbox"/>
09/04/2015	Deposit 361	Aftercare Fees		\$604.32	<input checked="" type="checkbox"/>
09/17/2015	Check 12043	Movie Licensing USA FY16 Movie License for Aftercare Inv# 2092848	\$238.00		<input checked="" type="checkbox"/>
09/18/2015	Deposit 363	Aftercare Fees		\$375.00	<input checked="" type="checkbox"/>
09/21/2015	Check 12048	Palm Beach County School District Aftercare (Publix, Pollo, Rotelli) Inv# WPB-136950	\$269.65		<input checked="" type="checkbox"/>
09/30/2015	Deposit 365	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
10/14/2015	Deposit 368	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
10/14/2015	Deposit 368	Aftercare Fees		\$501.04	<input checked="" type="checkbox"/>
10/20/2015	Check 12069	Palm Beach County School District T-shirts for Aftercare (Clubs) Inv# WPB-138567	\$477.00		<input checked="" type="checkbox"/>
10/20/2015	Deposit 370	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/03/2015	Deposit 373	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/06/2015	Deposit 374	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/12/2015	Deposit 375	Aftercare Fees		\$25.00	<input checked="" type="checkbox"/>
11/12/2015	Deposit 375	Aftercare Program		\$25.00	<input checked="" type="checkbox"/>
11/18/2015	Deposit 376	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/23/2015	Check 12096	Palm Beach County School District Krispy Kreme Fundraiser & Refreshments Inv# WPB-140361	\$153.08		<input checked="" type="checkbox"/>
12/03/2015	Check 12102	Gareth Johnson Strings Instruction (Invoice #4 & #5)	\$1,200.00		<input checked="" type="checkbox"/>
12/10/2015	Check 12113	Chafin Musicenter, Inc. Instrument Repairs Inv# 390133	\$95.00		<input checked="" type="checkbox"/>
12/16/2015	Transfer 254	Deposited into Wrong Account		\$25.00	<input checked="" type="checkbox"/>
12/17/2015	Deposit 381	Aftercare Fees		\$50.00	<input checked="" type="checkbox"/>



To: Gareth Johnson -  
Strings Instruction (Invoice #4 & #5)

12102  
12/03/2015

Check Amount: \$1,200.00

Category #	Category Name	Transaction Code	GL Department	Tax Paid	Amount
6-9525.00	SACC-Registration Fees	Consulting Fees		\$0.00	\$1,200.00

 PAID

SF4001HG-15C

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 706-327-9550

HV17D80010000

B145F010078

Safeguard UNIVERSITY 5882 GUYTON



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
Check Requisition

INSTRUCTIONS: Attach invoices or bills to this completed form

ACCOUNT NUMBER 6-9525.00 REQUISITION DATE 11/24/15  
 SCHOOL Galaxy Elementary School NAME OF ACCOUNT Registration  
 Requests a check payable to Gareth Johnson  
 for the amount of \$ 1200.00 These funds are being spent for  
strings instruction for invoice 4 & 5

I certify that the goods or services indicated per the documentation or explanation provided were received, that documentation will be provided for prepayments, and that payment is in order.

Kath 11/24/15 Jaseli  
 SIGNATURE OF TEACHER SPONSOR DATE SIGNATURE OF STUDENT TREASURER DATE

CHECK NUMBER 12102 CHECK DATE 12/3/15 APPROVED [Signature]  
 PBS0181 (REV. 1/10/2002)

EXHIBIT#3  
GARETH JOHNSON CONSULTANT  
AGREEMENT CONTRACT  
01-05-2017



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# School District Consultant Agreement

Agenda Item #	Board Meeting Date
Contact Katina Thomas	PX 85630
School / Department Galaxy E3 / Afterschool	

Agreement between the School Board of Palm Beach County and:

Gareth Johnson

THIS AGREEMENT is entered into this 5 day of January, 20 17 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Gareth Johnson

, 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 1/10/2017 and shall end on 5/25/2017

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:  
Basic strings instruction for elementary age youth

B. Time, date, and location of services:  
2:30 pm - 4:30 pm, Tuesday and Thursday, Galaxy E3 music room

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Gareth Johnson  
 Education B.A. and M.A. Lynn University  
 Position and Address MAster Instructor, 1202 Lucerne Avenue Unit C, Lake Worth, FL 33460  
 Target Group/School/Department Elementary age youth / Galaxy E3 Elementary / Afterschool program  
 Approximate Number to be Served 30

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

Evaluation of the Consultant shall be provided by Katina Thomas  
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 \$4950.00

The source of funds is Internal Accounts



DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
I	N	T	E	R	N	A	L

**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)

Four Thousand nine hundred and fifty dollars and no cents

(\$ 4950.00 ), for a maximum of 60 hours which is based upon the following rate schedule.

Daily Rate: n/a Half Day Rate: n/a Hourly Rate: n/a

Flat Rate: \$75 per hour for two one hour sessions totaling \$150 pervisit. The master instructor will be paid bi-weekly

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: Katrina Thomas, Program 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.

**14. TRAVEL**

Travel  is  is not allowable for this Agreement. Estimated travel expense is not to exceed \$0.00 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).

**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. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**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. MINORITY STATUS**

The Board strongly encourages active minority/women business enterprise participation with all professional services.

The Consultant certifies that: This business is minority owned and operated (minimum 51%)  Yes  No  
If a consultant not representing a firm, I am a minority  Yes  No

**20. 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 other wise 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.

**21. 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.

**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 Gareth Johnson

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

Address 1202 Lucerne Avenue, Unit C, Lake Worth, FL 33460

Telephone # ( 561 ) 886 - 8087 Extension # \_\_\_\_\_

Consultant E-mail (Required) garethviolin@gmail.com

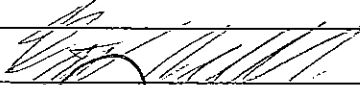
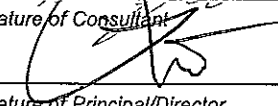
**23. MANDATORY CONTRACT DOCUMENTS**

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**)

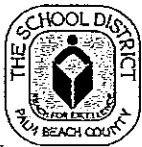
- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 6.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 7.

- \$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.**

 <i>Signature of Consultant</i>	11/5/17 <i>Date</i>	Gareth Johnson <i>Print Name of Consultant</i>
 <i>Signature of Principal/Director</i>	11/5/17 <i>Date</i>	Lisa Steele <i>Print Name of Principal/Director</i>

<i>Signature of Regional/Assistant Superintendent</i>	<i>Date</i>	<i>Print Name of Regional/Assistant Superintendent</i>	
<i>Signature of Chief Academic/Operating Officer</i>	<i>Date</i>	<i>Print Name of Chief Academic/Operating Officer</i>	
<i>Signature of Deputy Superintendent/Chief of Schools</i>	<i>Date</i>	<i>Signature of Legal Services Designee</i>	<i>Date</i>
<i>Signature of Superintendent</i>	<i>Date</i>	<i>Signature of School Board Chairman</i>	<i>Date</i>



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. \_\_\_\_\_ Project No./Title Consultant Agreement

Corporate Name Gareth Johnson

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 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

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

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. _____		
2. _____		
1. _____		
2. _____		
1. _____		
2. _____		

**CORPORATE REPRESENTATIVE**

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

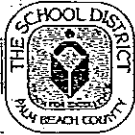
\_\_\_\_\_, Such person(s) (Notary Public must check applicable box).

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)





PO Number

# Consultant Evaluation

School/Department Galaxy E3 Elementary School

Name of Consultant Gareth Johnson

Contract Period From 9/6/2016 To 12/22/2016

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	N/A
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

I would hire this consultant again.  Yes  No

Signature of Evaluator

Katina Thomas

Print Name of Evaluator

Date

EXHIBIT#4

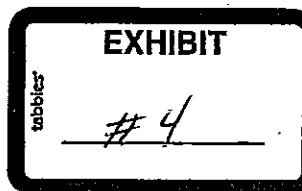
GALAXY E3 ELEMENTARY SCHOOL  
SACC-AFTERSCHOOL ENRICHMENT  
ACCOUNT#6-9650.00

2016/17 SY

Summary for: SACC - Afterschool Enrichment  
Cat. #: 6-9650.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
07/21/2016	Check 12745	Palm Beach County School District The Hope Center Lease - Police Services Inv# WPB-153793	\$165.00		<input checked="" type="checkbox"/>
07/21/2016	Check 12745	Palm Beach County School District The Hope Center Lease - Police Services Inv# WPB-153794	\$165.00		<input checked="" type="checkbox"/>
08/15/2016	Check 12757	Palm Beach County School District Instrument Repairs Inv# WPB-155841	\$80.00		<input checked="" type="checkbox"/>
08/30/2016	Transfer 288	K Thomas Wrote Wrong Account # on Monies Collected Form		\$161.00	<input checked="" type="checkbox"/>
09/23/2016	Check 12777	Gareth Johnson Strings Ensemble - Invoice A - 9/16/16 ✓	\$600.00		<input checked="" type="checkbox"/>
10/20/2016	Check 12795	Gareth Johnson Strings Instruction - Invoice #B ✓	\$600.00		<input checked="" type="checkbox"/>
10/28/2016	Check 12802	Gareth Johnson Invoice C - Strings Ensemble ✓	\$450.00		<input checked="" type="checkbox"/>
11/15/2016	Deposit 450	Donation for Aftercare Enrichment		\$151.00	<input checked="" type="checkbox"/>
11/16/2016	Check 12810	Gareth Johnson Strings Instruction - invoice D & E ✓	\$1,050.00		<input checked="" type="checkbox"/>
11/18/2016	Deposit 451	T. Robinson Shoes		\$91.50	<input checked="" type="checkbox"/>
11/18/2016	Deposit 451	Cheer Uniforms etc.		\$146.00	<input checked="" type="checkbox"/>
11/21/2016	Check 12811	Flash Cleaners Dry Cleaning For Cheer and Step Uniforms	\$422.42		<input checked="" type="checkbox"/>
11/29/2016	Deposit 453	Aftercare Enrichment		\$771.50	<input checked="" type="checkbox"/>
12/02/2016	Check 12820	Gareth Johnson Strings Ensemble Instruction - Invoice F ✓	\$300.00		<input checked="" type="checkbox"/>
12/02/2016	Deposit 454	Enrichment		\$786.50	<input checked="" type="checkbox"/>
12/07/2016	Deposit 455	Aftercare Enrichment		\$220.00	<input checked="" type="checkbox"/>
12/14/2016	Deposit 457	Violin (K Louis)		\$60.00	<input checked="" type="checkbox"/>
12/15/2016	Check 12825	Great Western Screenprinting Group Shirts (Invoice #1242103 - 12/14/16)	\$200.00		<input checked="" type="checkbox"/>
12/21/2016	Check 12829	Gareth Johnson Strings Instruction ✓	\$600.00		<input checked="" type="checkbox"/>
01/13/2017	Transfer 298	Fundraiser is complete		\$1,005.00	<input checked="" type="checkbox"/>
01/17/2017	Check 12834	Gareth Johnson Strings Instruction (Invoice H - 12/25/16) ✓	\$600.00		<input checked="" type="checkbox"/>
02/03/2017	Check 12845	Gareth Johnson Strings Instruction (Invoice I) ✓	\$600.00		<input checked="" type="checkbox"/>
02/10/2017	Check 12852	DryClean 2000 Impressions Uniform Cleaning	\$160.00		<input checked="" type="checkbox"/>
02/15/2017	Check 12857	Chafin Musiccenter, Inc. Instrument Repair	\$58.60		<input type="checkbox"/>
02/22/2017	Deposit 474	NO IDEA		\$500.00	<input checked="" type="checkbox"/>
03/03/2017	Deposit 477	Teamwork USA Payment For Gareth J. (Strings) - They Cannot Make The Check Out To Him		\$2,400.00	<input checked="" type="checkbox"/>



03/07/2017	Check 12871	DryClean 2000 Impressions Uniform Dry Cleaning	\$110.00		<input checked="" type="checkbox"/>
03/08/2017	Check 12872	Gareth Johnson Invoice J & K (1/24, 1/26, 1/31, 2/2, 2/7, 2/9, 2/14 & 2/16)	\$1,200.00		<input checked="" type="checkbox"/>
03/28/2017	Check 12876	DryClean 2000 Cheer Uniform Dry Clean	\$240.00		<input checked="" type="checkbox"/>
03/28/2017	Check 12879	Gareth Johnson Strings Instruction - Invoice L & M	\$1,200.00		<input type="checkbox"/>
03/29/2017	Deposit 483	Teamwork USA		\$1,200.00	<input type="checkbox"/>
03/30/2017	Check 12880	Palm Beach County School District Beauty Supply & French Toast Inv# WPB-167550	\$757.36		<input type="checkbox"/>

Opening Balance: \$3,282.86

Category Balance: \$1,215.98

\$9,558.38

\$7,491.50

**Grand Totals:**

Opening Balances: \$3,282.86

Category Balances: \$1,215.98

\$9,558.38

\$7,491.50

Galaxy Elementary  
 Wells Fargo  
 Activity Funds-Area 1

Detailed Category Summary - Sorted by Category Name

Report #1

5415/16

Summary for: Strings Club  
 Cat. #: 4-3679.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
09/18/2015	Deposit 363	Supply Fees		\$300.00	<input checked="" type="checkbox"/>
09/30/2015	Deposit 365	Kona Ice Fundraiser		\$306.00	<input checked="" type="checkbox"/>
10/05/2015	Check 12059	Chafin Musicenter, Inc. String Supplies Inv# 394126	\$50.00		<input checked="" type="checkbox"/>
10/06/2015	Transfer 241	Transfer to pay for String Instructor (Will be replaced when we receive donation)		\$480.00	<input checked="" type="checkbox"/>
10/07/2015	Deposit 367	Krispy Kreme Fundraiser		\$90.00	<input checked="" type="checkbox"/>
10/07/2015	Deposit 367	Krispy Kreme Fundraiser		\$470.00	<input checked="" type="checkbox"/>
10/08/2015	Check 12062	Gareth Johnson Strings Instruction ✓	\$600.00		<input checked="" type="checkbox"/>
10/14/2015	Deposit 368	Kona Ice Fundraiser		\$80.00	<input checked="" type="checkbox"/>
10/28/2015	Transfer 242	Goes with Transfer 241 (Only Transferred \$480 should have been \$604)		\$124.00	<input checked="" type="checkbox"/>
10/29/2015	Check 12075	Gareth Johnson Invoice #2 & #3 ✓	\$1,200.00 ✓		<input checked="" type="checkbox"/>
12/01/2015	Deposit 378	Kona Ice Commission		\$151.00	<input checked="" type="checkbox"/>
12/16/2015	Transfer 253	Transferring Aftercare Club Funds into Correct Account	\$151.00		<input checked="" type="checkbox"/>

Opening Balance: \$0.00

Category Balance: \$0.00

\$2,001.00

\$2,001.00

Grand Totals:

Opening Balances: \$0.00

Category Balances: \$0.00

\$2,001.00

\$2,001.00

2015/16 SY

Summary for: SACC - Afterschool Enrichment  
Cat. #: 6-9650.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
12/10/2015	Transfer 251	Transferring Aftercare Club Account to Correct Account		\$3,823.25	<input checked="" type="checkbox"/>
12/16/2015	Transfer 252	Transfer Aftercare Club Funds into Correct Account		\$828.11	<input checked="" type="checkbox"/>
12/16/2015	Transfer 253	Transferring Aftercare Club Funds into Correct Account		\$151.00	<input checked="" type="checkbox"/>
12/16/2015	Check 12116	Gareth Johnson String Instruction Inv# Number 6 ✓	\$900.00		<input checked="" type="checkbox"/>
01/08/2016	Check 12123	DryClean 2000 Uniform Cleaning for Cheerleading	\$150.00		<input checked="" type="checkbox"/>
01/08/2016	Check 12125	Flash Cleaners Uniform Cleaning - Impression Steppers	\$341.97		<input checked="" type="checkbox"/>
01/14/2016	Check 12128	Gareth Johnson Strings Ensemble Instruction Inv# 8 ✓	\$300.00		<input checked="" type="checkbox"/>
02/02/2016	Deposit 391	Strings (T. White)		\$65.00	<input checked="" type="checkbox"/>
02/03/2016	Check 12146	Gareth Johnson Strings Instruction Inv# 10 ✓	\$600.00		<input checked="" type="checkbox"/>
02/12/2016	Deposit 393	Aftercare Program		\$310.00	<input checked="" type="checkbox"/>
02/19/2016	Deposit 395	Aftercare Enrichment Fees		\$150.00	<input checked="" type="checkbox"/>
02/26/2016	Transfer 258	Deposited into Wrong Account		\$100.00	<input checked="" type="checkbox"/>
03/01/2016	Deposit 398	Afterschool Enrichment		\$110.00	<input checked="" type="checkbox"/>
03/02/2016	Check 12155	Gareth Johnson Strings Ensemble Inv# 11 & 12 ✓	\$900.00		<input checked="" type="checkbox"/>
03/15/2016	Check 12172	Gareth Johnson Strings Ensemble Inv# 13 ✓	\$600.00		<input checked="" type="checkbox"/>
03/15/2016	Deposit 402	Afterschool Enrichment		\$50.00	<input checked="" type="checkbox"/>
03/29/2016	Deposit 403	Aftercare Enrichment		\$50.00	<input checked="" type="checkbox"/>
03/29/2016	Deposit 403	Aftercare Enrichment		\$115.00	<input checked="" type="checkbox"/>
03/29/2016	Deposit 403	Aftercare Enrichment		\$61.00	<input checked="" type="checkbox"/>
04/01/2016	Deposit 404	G. White & J. Home		\$95.00	<input checked="" type="checkbox"/>
04/01/2016	Deposit 404	J Brooks & A Cureno		\$120.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Enrichment Fees		\$110.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Enrichment Fees		\$50.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Aftercare Enrichment		\$150.00	<input checked="" type="checkbox"/>
04/06/2016	Deposit 406	Kona Ice Commision		\$134.00	<input checked="" type="checkbox"/>
04/07/2016	Check 12182	Gareth Johnson Strings Instruction Inv# 14 ✓	\$600.00		<input checked="" type="checkbox"/>
04/13/2016	Check 12188	High Touch High Tech Aftercare Event for February Inv# 21281	\$378.00		<input checked="" type="checkbox"/>
04/13/2016	Check 12189	Marie St Juste Unable to participate in Step (Refund for Shoes and Uniform) - Made Out To The Wrong Person - Tax \$0.00 - Void - 4/30/2016	\$75.00		<input checked="" type="checkbox"/>
04/19/2016	Check 12194	Gayelle Bosselman Refund for Step	\$75.00		<input checked="" type="checkbox"/>

2015/16 54

04/25/2016	Check 12195	Gareth Johnson Invoice #16 Strings Instruction Inv# 16 ✓	\$600.00		<input checked="" type="checkbox"/>
04/30/2016	Check 12189	Void - Marie St Juste Unable to participate in Step (Refund for Shoes and Uniform ) - Made Out To The Wrong Person - Tax \$0.00	(\$75.00)		<input checked="" type="checkbox"/>
05/05/2016	Deposit 415	Aftercare Enrichment Fees		\$60.00	<input checked="" type="checkbox"/>
05/05/2016	Deposit 415	Aftercare Enrichment Fees		\$50.00	<input checked="" type="checkbox"/>
05/13/2016	Check 12689	Gareth Johnson String Ensemble Instruction Inv# 17 ✓	\$600.00		<input checked="" type="checkbox"/>
05/17/2016	Deposit 418	Aftercare Enrichment		\$370.00	<input checked="" type="checkbox"/>
05/25/2016	Transfer 268	EOY Transfer to Aftercare Enrichment		\$453.75	<input checked="" type="checkbox"/>
05/25/2016	Transfer 269	EOY Transfer to Aftercare Enrichment		\$541.00	<input checked="" type="checkbox"/>
05/26/2016	Deposit 419	Aftercare Enrichment Fees		\$275.00	<input checked="" type="checkbox"/>
05/26/2016	Deposit 419	Kona Ice		\$104.00	<input checked="" type="checkbox"/>
05/26/2016	Deposit 419	Aftercare Enrichment		\$635.00	<input checked="" type="checkbox"/>
06/01/2016	Deposit 420	Enrichment Fees		\$275.00	<input checked="" type="checkbox"/>
06/02/2016	Transfer 276	Transfer to Aftercare Enrichment		\$136.50	<input checked="" type="checkbox"/>
06/06/2016	Transfer 277	Transfer to Aftercare Enrichment		\$24.96	<input checked="" type="checkbox"/>
06/06/2016	Transfer 278	Transfer to Aftercare Enrichment		\$61.26	<input checked="" type="checkbox"/>
06/06/2016	Check 12728	Palm Beach County School District Headstart Event on Saturday 4/30/16 Inv# WPB-152557	\$220.00		<input checked="" type="checkbox"/>
06/08/2016	Deposit 423	Kona Ice Commission		\$89.00	<input checked="" type="checkbox"/>

Opening Balance: \$0.00      Category Balance: \$3,282.86      \$6,264.97      \$9,547.83

**Grand Totals:**

Opening Balances: \$0.00      Category Balances: \$3,282.86      \$6,264.97      \$9,547.83

2015/10 54

Summary for: SACC-Afterschool Donations  
Cat. #: 6-9660.00

Contact Person:

Date	Transaction	Description	Debit	Credit	Cleared
					<input type="checkbox"/>

Opening Balance: \$0.00

Category Balance: \$0.00

Summary for: SACC-Registration Fees  
Cat. #: 6-9525.00

Contact Person: K.Thomas

Date	Transaction	Description	Debit	Credit	Cleared
08/25/2015	Transfer 238	Did Not Have Special Activities Amount Written on Monies Collected	\$40.00		<input checked="" type="checkbox"/>
08/25/2015	Deposit 359	Aftercare Fees		\$990.98	<input checked="" type="checkbox"/>
08/25/2015	Deposit 359	Aftercare Program		\$200.00	<input checked="" type="checkbox"/>
08/31/2015	Deposit 360	Aftercare Fees		\$125.00	<input checked="" type="checkbox"/>
08/31/2015	Deposit 360	Aftercare Fees		\$150.00	<input checked="" type="checkbox"/>
08/31/2015	Deposit 360	Aftercare Fees		\$200.00	<input checked="" type="checkbox"/>
09/04/2015	Deposit 361	Aftercare Fees		\$175.00	<input checked="" type="checkbox"/>
09/04/2015	Deposit 361	Aftercare Fees		\$604.32	<input checked="" type="checkbox"/>
09/17/2015	Check 12043	Movie Licensing USA FY16 Movie License for Aftercare Inv# 2092848	\$238.00		<input checked="" type="checkbox"/>
09/18/2015	Deposit 363	Aftercare Fees		\$375.00	<input checked="" type="checkbox"/>
09/21/2015	Check 12048	Palm Beach County School District Aftercare (Publix, Pollo, Rotelli) Inv# WPB-136950	\$269.65		<input checked="" type="checkbox"/>
09/30/2015	Deposit 365	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
10/14/2015	Deposit 368	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
10/14/2015	Deposit 368	Aftercare Fees		\$501.04	<input checked="" type="checkbox"/>
10/20/2015	Check 12069	Palm Beach County School District T-shirts for Aftercare (Clubs) Inv# WPB-138567	\$477.00		<input checked="" type="checkbox"/>
10/20/2015	Deposit 370	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/03/2015	Deposit 373	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/06/2015	Deposit 374	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/12/2015	Deposit 375	Aftercare Fees		\$25.00	<input checked="" type="checkbox"/>
11/12/2015	Deposit 375	Aftercare Program		\$25.00	<input checked="" type="checkbox"/>
11/18/2015	Deposit 376	Aftercare Program		\$50.00	<input checked="" type="checkbox"/>
11/23/2015	Check 12096	Palm Beach County School District Krispy Kreme Fundraiser & Refreshments Inv# WPB-140361	\$153.08		<input checked="" type="checkbox"/>
12/03/2015	Check 12102	Gareth Johnson Strings Instruction (Invoice #4 & #5)	\$1,200.00		<input checked="" type="checkbox"/>
12/10/2015	Check 12113	Chafin Musiccenter, Inc. Instrument Repairs Inv# 390133	\$95.00		<input checked="" type="checkbox"/>
12/16/2015	Transfer 254	Deposited into Wrong Account		\$25.00	<input checked="" type="checkbox"/>
12/17/2015	Deposit 381	Aftercare Fees		\$50.00	<input checked="" type="checkbox"/>



To: Gareth Johnson -  
Strings Instruction (Invoice #4 & #5)

12102  
12/03/2015  
Check Amount: \$1,200.00

Category #	Category Name	Transaction Code	GL Department	Tax Paid	Amount
6-9525.00	SACC-Registration Fees	Consulting Fees		\$0.00	\$1,200.00

**PAID**

SF4091HG-15C

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 706-327-9550

HV17089010000

B145F010078

Safeguard



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
Check Requisition

INSTRUCTIONS: Attach invoices or bills to this completed form

ACCOUNT NUMBER 6-9525.00 REQUISITION DATE 11/24/15  
 SCHOOL Galaxy Elementary School NAME OF ACCOUNT Registration  
 Requests a check payable to Gareth Johnson  
 for the amount of \$ 1200.00 These funds are being spent for  
strings instruction for invoice 4 & 5

I certify that the goods or services indicated per the documentation or explanation provided were received, that documentation will be provided for prepayments, and that payment is in order.

Kath 11/24/15 [Signature]  
 SIGNATURE OF TEACHER SPONSOR DATE SIGNATURE OF STUDENT TREASURER DATE

CHECK NUMBER 12102 CHECK DATE 12/3/15 APPROVED [Signature]  
 PBSD 0181 (REV. 1/10/2002)

EXHIBIT#5

FLORIDA ADMINISTRATIVE CODE

69-C.8.003(7) FORGERY

**69C-8.003 Definitions.**

For the purpose of these rules and Section 17.53, F.S., the following words or terms are defined as follows:

(1) Personal Check. A check is a bill of exchange drawn on a bank for immediate payment on demand, e.g., any written order drawn by the depositor-drawer, ordering the bank-drawee to pay, on demand and unconditionally, a definite sum of money to the payee.

(2) Personal check cashing service. Personal check cashing service is an arrangement where the Division of Treasury exchanges cash for a personal check or a state warrant for state employees and other responsible persons.

(3) State employee. Any person receiving a salary, OPS wages or retirement benefits from the State of Florida.

(4) Other responsible person. Any person other than a state employee who meets the criteria for the check cashing privileges offered by the Division of Treasury. Other responsible persons must be individuals and not a business entity or other organization.

(5) Check Cashing authorization card. A card issued by the Division of Treasury which indicates that the state employee or other responsible person has met the Division of Treasury requirements to obtain a check cashing authorization card.

(6) Dishonored check. A check is dishonored when it has been presented for payment and payment has been refused by the financial institution on which it is drawn.

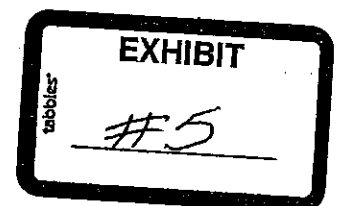
(7) Forgery. The fraudulent making or materially altering of any writing with the intent to deceive or injure another person.

(8) State. The State of Florida.

(9) Satisfactory identification. A valid picture identification card that evidences the identity and signature of the individual.

(10) Warrant cashing authorization card. A card issued by the Division of Treasury which indicates that a state employee has met the Division of Treasury requirements to obtain a warrant cashing card.

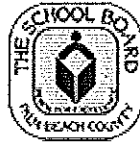
*Specific Authority 17.29 FS. Law Implemented 17.53 FS. History—New 6-19-89, Amended 7-17-91, 12-8-91, 1-10-99, Formerly 4C-8.003.*



EXHIBIT#6

SCHOOL DISTRICT PURCHASING POLICY

6.14(4)(b)(ii)(a)



Book            School Board Policies  
 Section        Ch. 6. Business Affairs  
 Title            Purchasing Department  
 Number        6.14  
 Status         Active  
 Adopted       February 18, 1972  
 Last Revised   December 9, 2015

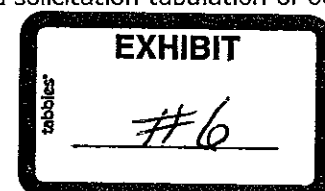
### Policy 6.14 Purchasing Department

1. **Purpose.**-- The Purpose of this Purchasing Policy is to provide for a uniform and systematic method for purchasing in an efficient, cost-effective manner in accordance with and as permitted by applicable federal and state laws, Florida State Board of Education Rules, School Board Policies, and administrative rules, procedures, and guidelines that promote transparency and accountability in the expenditure of public funds and the use of public resources. The goal of this Policy is to assist School Board members and School District of Palm Beach County employees in protecting the integrity of the contract award and procurement process, inspiring public confidence in the process used to acquire commodities and contractual services, and promoting fair, open, and non-discriminatory competition in a manner that protects the School District's assets and ensures that the School District receives the maximum value and quality when expending public dollars for a public purpose.

2. **Applicability.**-- This Policy shall govern the purchase of commodities and contractual services for the School Board through the use of a competitive solicitation, where required by law or as determined to be in the best interest of the School District, and purchases which are specifically exempted by law from competitive solicitation, when those commodities and contractual services are purchased using School Board funds, grant proceeds, or internal account funds held by individual schools. In addition, the procedures set forth in this Policy, with the exception of Section 5 below, shall apply to purchases made pursuant to Policies 7.051 and 7.10.

### 3. Definitions

- a. "Competitive solicitation" shall be defined to include purchases made through the issuance of an invitation to bid (ITB), request for proposals (RFP), or invitation to negotiate (ITN).
- b. "Cone of Silence" shall refer to the period of time between the posting of the contents of a competitive solicitation and the posting of a Decision or Intended Decision with regard to that competitive solicitation.
- c. "Contract procurement process" has the same meaning as "contract solicitation or award process" as used in section 120.57(3), Florida Statutes. This phrase includes procurements by ITB, RFP, ITN, approval of a single source procurement, or other solicitation documents as permitted by law.
- d. "Decision or Intended Decision" as used in this Policy shall have the same meaning as in Uniform Rule 28-110.002(2), Florida Administrative Code, and shall mean:
  - i. the notice of posting of the contents of a solicitation, including addenda;
  - ii. a determination that a specified procurement can be made only from a single source;
  - iii. rejection of a response or all responses to a solicitation; or
  - iv. intention to award a contract as indicated by a posted solicitation tabulation or other written notice.



e. "Environmentally Preferable Purchasing" (EPP), often referred to as "green purchasing" means commodities and services that have a lesser or reduced effect or harm health and the environment when compared with competing commodities or services that serve the same purpose. EPP may be used in the selection and acquisition of commodities and contractual services when such methods are generally used throughout the industry for procuring the particular commodity or contractual service, for evaluating the product to determine if the product meets the District's needs, for educational purposes, or when it has been determined by the Director of Purchasing that EPP will provide the District with a lower cost of ownership over the life of the School Board's use of the product or service. The goal of EPP is to procure commodities and contractual services that most effectively minimize waste and negative environmental impact by evaluating criteria such as the vendor's method of manufacturing; use of recycled content; use of less harmful and non-toxic materials and processes; use of energy and water efficient products and processes; use of fuel efficient vehicles and equipment; use of natural resource and landscaping management; use of renewable products, packaging, and delivery practices; and reduces disposal cost.

f. In proceedings involving bid protests of a Decision or Intended Decision arising out of the contract solicitation or award process, the terms "file" or "filing" shall mean received by the Director of Purchasing during normal business hours. Filing of a notice of protest or formal written protest petition is permitted via regular US mail, hand delivery, electronic mail, or facsimile transmission. A protestor who files a notice of protest or formal petition by electronic mail or facsimile transmission represents that the original physically signed document will be mailed to the Director of Purchasing immediately upon submission of the notice of protest or formal petition via facsimile or electronic mail. Any protester who elects to file any document by electronic mail or facsimile transmission shall be responsible for any delay, disruption, or interruption of the signals and accepts the full risk that the document may not be properly filed with the Director of Purchasing, as a result. The filing date for a document transmitted by electronic mail or facsimile shall be the date the Director of Purchasing receives the complete document. The bond, however, cannot be transmitted via electronic mail or facsimile, but must be timely filed with the Director of Purchasing as required by this Policy.

g. "Information technology" shall have the same meaning as set forth in section 282.0041(14), Florida Statutes.

h. "Invitation to bid" shall be defined as a written solicitation for competitive sealed bids. The invitation to bid is used when the School Board or designee is capable of specifically defining the scope of work for which a contractual service is required and/or when the School Board or designee is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

i. "Invitation to negotiate" shall be defined as a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the School Board or designee determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

j. "Professional Services" shall be defined, for the purpose of procuring commodities and non-construction related contractual services, to include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to section 218.391, Florida Statutes; legal services, including attorney, paralegal, expert witness, court reporting, appraisal, or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term "Professional Services," as used in this Policy, does not include those services procured pursuant to section 287.055, Florida Statutes.

k. "Proposer" includes those vendors submitting bids, proposals, or replies to a competitive solicitation.

l. "Request for proposals" shall be defined as a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the School Board or designee to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required; or the purchase is complex in nature and the School Board or designee is requesting that a responsive, responsible vendor offers a solution which will be evaluated by a set criteria set forth in the solicitation document. A written solicitation includes a solicitation that is publicly posted.

4. **Delegation of Authority**-- As set forth below, the School Board has delegated limited authority to the Superintendent or his/her designee, the Director of Purchasing, Department Heads or Directors, and School Principals relating to the purchase of commodities and contractual services for the School District in compliance with applicable federal and state laws, Florida State Board of Education Rules, School Board Policies, and administrative rules, procedures, and guidelines. In addition, the School Board has delegated certain authority to

the Superintendent, Director of Purchasing, and the General Counsel with regard to handling matters relating to Chapter 120, Florida Statutes. Any purchases not specifically delegated to the Superintendent or his/her designee, the Purchasing Director, Department Heads or Directors, or School Principals must be approved in advance by the School Board. No person, unless specifically authorized to purchase commodities or contractual services under School Board policies, may make any purchase or enter into any contract involving the use of school or School District funds. Payment for any unauthorized purchase may be the responsibility of the person placing the order.

**a. Department Heads or Directors**

- i. Department Heads or Directors shall use bid-awarded vendors approved by the School Board or designee, where available unless otherwise approved by the Director of Purchasing. Department Heads or Directors are encouraged to purchase commodities or services from industry-certified School District Career and Professional Academies where available.
- ii. Authority is delegated to the Department Head or Director of each department to purchase:
  - A. contractual services, including Professional Services, in an amount not to exceed five thousand dollars (\$5,000) per vendor per fiscal year per department, and
  - B. commodities in an amount not to exceed one thousand dollars (\$1,000) per vendor per day or for travel as authorized by Policy 6.01 when utilizing the School District issued Purchasing Card ("P-Card"), with total monthly charges to the P-Card not exceeding the amount authorized by the Superintendent or designee. The Director of Purchasing may approve the issuance of multiple P-Cards to certain departments. Department Heads or Directors may delegate authority to use such additional P-Cards to specific users within their departments up to the limits set forth above.
- iii. Department Heads or Directors may not divide the procurement of commodities or contractual services so as to avoid the delegated monetary threshold requirement.

**b. School Principals**

- i. Principals shall use bid-awarded vendors approved by the School Board or designee, where available unless otherwise approved by the Director of Purchasing. Principals are encouraged to purchase commodities or services from industry-certified School District Career and Professional Academies where available.
- ii. Authority is delegated to the Principal of each school center to purchase:
  - A. contractual services, including Professional Services, in an amount not to exceed five thousand dollars (\$5,000) per vendor per fiscal year per school;
  - B. commodities in an amount not to exceed one thousand dollars (\$1,000) per vendor per day or for travel as authorized by Policy 6.01 when utilizing the School District issued P-Card, with total monthly charges to the P-Card not exceeding the amount authorized by the Superintendent or designee. The Director of Purchasing may approve the issuance of multiple P-Cards to certain Principals, and Principals may delegate authority to use such additional P-Cards to specific users within their school centers up to the limits set forth above;
  - C. other commodities and contractual services that are to be paid from the internal funds of the school as follows:
    - I. for an amount not to exceed \$50,000 per vendor per fiscal year from any vendors who have already been awarded a contract by the School Board or its designee in accordance with Section 5 of this Policy for the particular commodities and contractual services sought by the Principal. The Purchasing Department shall maintain a current list of awarded contracts on its website.
    - II. for an amount not to exceed fifteen thousand dollars (\$15,000) per vendor per fiscal year from vendors who have not been awarded a contract by the School Board or its designee in accordance with Section 5 of this Policy. Purchases may only be made after obtaining quotes as required by Section 4(b)(iii) of this Policy; and

III. commodities and contractual services, without limitation as to the amount, for the following:

- a. graduation supplies and yearbooks in accordance with Policy 6.19;
- b. class pictures;
- c. class rings;
- d. prom;
- e. homecoming;
- f. dances;
- g. award and/or recognition banquets;
- h. Project Graduation; and
- i. fundraising projects and activities meeting the requirements of Policy 2.16 (i.e. marathon fundraisers, student sales of goods, etc.).

iii. In such cases where the School Board or designee has not approved a vendor for the commodities or contractual services needed, the Principal shall make purchases exceeding five thousand dollars (\$5,000), to the extent authority has been delegated above, using a minimum of three (3) competitive quotes, when feasible except for Professional Services, professional memberships, educational services, and copyrighted materials, as set forth in State Board of Education Rule 6A-1.012 or other applicable laws. The purchase shall be based upon lowest price quote or selection criteria developed by the Principal.

iv. Principals may not divide the procurement of commodities or contractual service so as to avoid the delegated monetary threshold.

**c. Director of Purchasing**

- i. The School Board designates the Purchasing Department as the School District's official purchasing agent, and accordingly, authority is delegated to the Director of Purchasing to:
  - A. determine the appropriate and most cost-effective purchasing method of contract procurement, including competitive solicitations, direct negotiations, and/or methods that allow the School District to take advantage of value discounts and special pricing agreements, where appropriate;
  - B. approve the evaluation criteria for procuring commodities and contractual services, including any preference required or allowable by law or School Board policy;
  - C. oversee the competitive solicitation process in collaboration with the School District end-user to include receiving formal information through Requests for Information when needed; create the competitive solicitation document; approve the specifications, terms, and conditions, which may include using EPP methods; select members of the evaluation committee; and receive, open, tabulate, and evaluate proposals, responses, bids, and replies in accordance with the provisions of this Policy;
  - D. receive and process any and all notices of protest and formal written protests for the purpose of determining whether the notices or written protests are timely and have a timely and properly posted bond; hold the informal resolution meeting as required by Chapter 120, Florida Statutes, dismiss any invalid bid protests as determined by the Office of General Counsel; and report any valid bid protests to the School Board at least quarterly;
  - E. approve and issue purchase orders for purchases made in accordance with this Policy;
  - F. track ITB, ITN, RFPs, and other Board-awarded contracts to ensure that the amount of funds encumbered by purchase orders does not exceed the budgeted funds approved by the School Board;
  - G. oversee negotiations with vendors when appropriate;
  - H. oversee the P-Card Program;
  - I. provide purchasing oversight of the Supply and Redistribution Warehouse and Mailroom;



J. prepare and execute Certificates of Entitlements for the purpose of tax savings as required by section 212.086(6), Florida Statutes and Rule 12A-1.094, Florida Administrative Code; and

K. approve and issue purchase orders for Direct Material Purchases for the purpose of tax savings as allowed by section 212.086(6), Florida Statutes and Rule 12A-1.094, Florida Administrative Code.

ii. The Director of Purchasing shall provide prior notice to the Office of the Inspector General, in writing, of any evaluation committee/team meeting where any matter relating to commodities or contractual services will be discussed.

**d. Superintendent/Designee**

i. Authority is delegated to the Superintendent or his/her designee (Chief Financial Officer or Director of Purchasing only) to:

A. approve purchases for departments and schools for Professional Services in an amount in excess of five thousand dollars (\$5,000) and up to twenty five thousand dollars (\$25,000);

B. approve purchases for commodities and contractual services, not including Professional Services, up to two hundred fifty thousand (\$250,000), a) per annual term of the contract(s) arising out of any competitive solicitation or alternate source contract made in accordance with Section 5a or 5b of this Policy and b) per vendor per fiscal year for any purchase made in accordance with Section 5c of this Policy, except where specifically set forth herein. A monthly report of such purchases must be provided to the School Board;

C. reject any or all proposals, responses, bids, or replies to any competitive solicitation and re-compete or purchase the required commodities or contractual services in any manner authorized by this Policy; and

D. approve purchases of the following commodities and contractual services without limitation as to the amount:

I. emergency purchases as defined in this Policy;

II. regulated utilities or government-franchised services;

III. media advertisements (newspaper, radio, television, etc.);

IV. subscription services;

V. professional association fees or membership dues for educational or non-profit organizations that serve the needs of the School District;

VI. Florida Department of Law Enforcement for Level II screenings of employees and vendors;

VII. travel expenditures and reimbursements in compliance with Policy 6.01 and Chapter 112, Florida Statutes; and

VIII. postage.

ii. The Superintendent's authorization to delegate purchasing authority as permitted in sections 4(d)(i)(B) or 4(d)(i)(D) above, shall be limited to \$100,000 per purchase for the Chief Financial Officer and limited to \$50,000 per purchase for the Director of Purchasing.

iii. Authority is delegated to the Superintendent to handle matters relating to Chapter 120, Florida Statutes, Administrative Proceedings, including administrative hearings:

A. ruling on motions to extend the deadline for filing a formal written protest or other petitions for administrative hearing;

- B. referring formal written protests or other petitions for administrative hearings pursuant to section 120.57(3), Florida Statutes, to the Division of Administrative Hearings;
- C. entering orders determining whether a formal written protest, or other petition for administrative hearing is timely and appropriately filed or meets required pleading requirements;
- D. entering final orders approving or rejecting administrative actions related to settlements, withdrawn petitions, voluntary case closures, and other undisputed procedural matters associated with the initiation or closure of administrative proceedings; and
- E. executing final orders following School Board action.

e. **General Counsel**

- i. Authority is delegated to the General Counsel for the following matters relating to Chapter 120, Florida Statutes, Administrative Proceedings, including administrative hearings:
  - A. ruling on motions to extend the deadline for filing a formal written protest or other petitions for administrative hearing;
  - B. conducting or otherwise arrange for the conducting of informal proceedings;
  - C. referring formal written protests or other petitions for administrative hearings pursuant to section 120.57(3), Florida Statutes, to the Division of Administrative Hearings;
  - D. entering orders determining whether a formal written protest, or other petition for administrative hearing is timely and appropriately filed or meets required pleading requirements;
  - E. entering final orders approving or rejecting administrative actions related to settlements, withdrawn petitions, voluntary case closures, and other undisputed procedural matters associated with the initiation or closure of administrative proceedings; and
  - F. executing final orders following School Board action.

5. **Purchasing Methods.**-- The School Board or its designee shall purchase commodities and contractual services as set forth below. Such purchases shall not exceed the applicable appropriation in the School Board budget for each fiscal year and the funds for such purchases shall not be otherwise encumbered.

- a. **Competitive Solicitation.** The School Board or its authorized designee may approve contracts resulting from competitive solicitations where required by law or when in the best interest of the School District. Such contracts in excess of two hundred fifty thousand dollars (\$250,000) per annual contract period must be submitted to the School Board for approval.
  - i. **Request for Proposals (RFP).** Except as authorized by law or rule, proposals shall be requested from three (3) or more sources for commodities and contractual services exceeding the amount established in Rule 6A-1.012(7), Florida Administrative Code. The contract may not be divided so as to avoid this monetary threshold. In awarding to a Proposer pursuant to a Request for Proposals, the School Board or its authorized designee may award to one or more responsive, responsible Proposers in accordance with the selection criteria published in the Request for Proposals.
  - ii. **Invitation to Bid (ITB).** Except as authorized by law or rule, ITBs or reverse auctioning bids shall be requested from three (3) or more sources for commodities and contractual services when requisitioning any item or group of similar items exceeding the amount established in Rule 6A-1.012(7), Florida Administrative Code. The contract may not be divided so as to avoid this monetary threshold. In acceptance of responses to ITBs or bids through reverse auctioning, the School Board or its authorized designee shall accept the lowest bid from a responsive and responsible bidder meeting all specifications, terms, and conditions published in the ITB. In the

alternative, the School Board or its authorized designee may award to the responsive, responsible bidder offering the lowest cost as the primary awardee and the next responsive, responsible bidder offering the next lowest cost as an alternate awardee(s) meeting all specifications, terms, and conditions. Nothing herein is meant to prevent multiple awards to the responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documents.

iii. **Invitation to Negotiate (ITN).** When procurement for commodities and contractual services exceeding the amount established in Rule 6A-1.012(7), Florida Administrative Code, is not practicable by an ITB or an RFP, the Superintendent or his/her designee may solicit competitive sealed replies to determine the best method for achieving specific goals or solving a particular problem and select one or more vendors with which the School Board's authorized designee may negotiate a contract in order to receive the best value based upon objective factors that may include, but are not limited to, price, quality, design, and workmanship.

b. **Alternate Source Contracting.**-- The School Board or its designee may purchase commodities or contractual services from contracts that have been awarded by another governmental agency, by a group of governmental agencies, or as a participant of a group of governmental agencies as allowed by law and when in the best interest of the School District. Such contracts in excess of two hundred fifty thousand (\$250,000) per annual contract period must be submitted to the School Board for approval.

i. **Department of Management Services.** As required by section 1001.42(12)(j), Florida Statutes, the School Board or its authorized designee shall receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. The School Board or its designee may use prices established by the Division of Purchasing through its state purchasing agreement price schedule under the same conditions for use imposed on state agencies.

ii. **Other Agency or Group of Agencies.** The School Board or its authorized designee may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, public or governmental agencies of any state, state university systems, or from cooperative, interlocal, or pooled bid agreements, when the Proposer will permit purchases by the School Board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the School Board.

iii. **Pool Purchases.** The School Board or its authorized designee may purchase school buses, equipment, and related contractual needs and supplies through the pool-purchase provisions of section 1006.27, Florida Statutes.

iv. **Purchasing Consortium.** The School Board shall enter into interlocal agreements as provided in section 163.01, Florida Statutes, to establish school district consortium and maximize purchasing power for commodities and contractual services. A consortium may be nationwide, statewide, or regional as appropriate to achieve the lowest cost. The Director of Purchasing shall provide the School Board with a monthly report of any purchases made through a Purchasing Consortium.

c. **Direct Negotiation**

i. The School Board or its authorized designee may approve contracts using direct negotiations where allowed by law. The Director of Purchasing shall maintain adequate documentation commensurate with the value of the contract reflecting (a) the rationale for using direct negotiation as the purchasing method and (b) the basis for determining that the resulting contract is in the best interest of the District. Contracts in excess of two hundred fifty thousand (\$250,000) per vendor per fiscal year shall be submitted to the School Board for approval, with the exception of emergency purchases which will be ratified as indicated herein, and regulated utilities or government-franchised services.

A. **Finding of No Acceptable Firm Proposal or Less than Two Responsive Proposals.** Where competitive solicitations have been requested in the manner prescribed by this Policy, and the School Board, through the Director of Purchasing, makes a specific finding in writing that:

I. no valid or acceptable firm proposal has been received within the prescribed time, the Director of Purchasing may enter into negotiations with suppliers of such commodities and contractual services; or

II. less than two responsive proposals for commodity or contractual services were received, the Director of Purchasing, may negotiate on the best terms and conditions or decide to reject all proposals. The Director of Purchasing shall document the reasons that negotiating terms and conditions with a particular Proposer is in the best interest of the School District in lieu of re-soliciting proposals.

ii. **Competitive Solicitation Waived or Not Required.** As provided in Rule 6A-1.012, Florida Administrative Code; section 1010.04(4)(a), Florida Statutes; or other laws, in addition to the methods described above, the School Board or its authorized designee may purchase commodities and contractual services without requesting competitive proposals, bids, or replies from three or more sources, as set forth below:

A. **Less than the amount established in Rule 6A-1.012(7),** Florida Administrative Code of Funds Expended. For purchases where less than the amount established in Rule 6A-1.012(7), Florida Administrative Code of Funds will be expended, the School Board, the Superintendent or his/her designee, Department Heads or Directors, and/or School Principals may make and/or approve purchases of the commodities and contractual services in compliance with applicable federal and state laws; Florida Board of Education Rules; School Board Policies; administrative rules, procedures, and guidelines; and this Policy. Competitive quotes shall be requested from three (3) or more sources for commodities and contractual services when requisitioning any item or group of similar items exceeding five thousand dollars (\$5,000) except as exempted by Rule 6A-1.012, Florida Administrative Code or other applicable laws.

B. **Information Technology.** The School Board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in section 282.0041(14), Florida Statutes, may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the School District as determined by the Director of Purchasing. The Director of Purchasing shall document in writing the reasoning for concluding that direct negotiation instead of competitive solicitation is in the best interest of the School District.

C. **Risk Management.** The School Board may, except as otherwise required by statute, utilize the competitive solicitation process or enter into direct negotiations and contract with a vendor or supplier that best meets the needs of the School District when acquiring insurance, entering risk management programs, or contracting with third party administrators. The purchase of employee group insurance must be competitively selected in accordance with section 112.08, Florida Statutes.

D. **Educational Services/Copyrighted Materials.** The School Board or its authorized designee may purchase educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency, or a recognized educational institution.

E. **PRIDE/RESPECT.** The School Board or its authorized designee may purchase commodities and contractual services from PRIDE (Prison Rehabilitative Industries and Diversified Enterprises, Inc.) or RESPECT (Florida's preferential purchasing program for individuals with disabilities), as authorized by Florida Statutes.

F. **Regulated Utilities.** The School Board or its authorized designee may purchase regulated utilities or government-franchise services.

G. **Grant or Law.** The School Board or its authorized designee may enter into a contract where state or federal law, a grant, or state or federal agency contract prescribes with whom the School Board must contract or if the rate of payment is established during the annual appropriation process.

H. **Professional Services.** The School Board or its authorized designee may purchase Professional Services as set forth herein.

I. **Sole Source.** When School District's Director of Purchasing believes that commodities or contractual services are available only from a single source, the Director of Purchasing shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the Director of Purchasing, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Director of Purchasing shall provide notice of the Decision or Intended Decision to enter a single source contract in the manner specified in section 120.57(3), Florida Statutes, and may negotiate on the best terms and conditions with the single source vendor.

J. **Emergency Purchases.** The School Board or its designee may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the school district requires emergency action. After the Superintendent makes such a written determination, the Director of Purchasing may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the school district. The Superintendent shall seek ratification of this purchase by the School Board at the next regularly scheduled business meeting.

K. **Food Service.** In compliance with Rule 5P-1.003, Florida Administrative Code and Policy 6.17, the School Board may exempt food products, except milk, from the bid requirements of Rule 6A-1.012, Florida Administrative Code. Milk may be exempt under the following conditions:

- I. the Superintendent or designee has made a finding that no valid or acceptable firm bid has been received within the prescribed time; or
- II. the Superintendent or designee has made a finding that an emergency situation exists and may enter into negotiations with suppliers of milk and shall have the authority to execute contracts under whatever terms and conditions as the Superintendent or designee determines to be in the best interest of the school system.

L. **Maintenance/Service/Warranty.** The School Board or its designee may award contracts for maintenance and/or service contracts, on various types of technical equipment, that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental/lease/lease purchase agreement terms and conditions.

## 6. Online and Electronic Procurement and Notice

a. **On-line Solicitations.** The Director of Purchasing may utilize a third-party on-line system to post solicitations, including addenda; descriptions of commodities or contractual services believed to be available only from a single source; and notices of Decisions or Intended Decisions, and to receive responses, bids, and replies from Proposers.

b. **Purchasing Card.** The Superintendent or his/her designee may utilize procurement cards, to purchase commodities and contractual services as deemed to be in the best interest of the District and consistent with School Board Policy. Selected staff will be eligible to use a P-Card upon approval by the Superintendent or his/her designee of the prospective user's signed Purchasing Card Application (PBSD 2076) and Cardholder Acceptance Guidelines and Contract (PBSD 2077), which contain the appropriate-use standards and procedures. Pursuant to PBSD 2077, each user shall acknowledge, by signing the

Application and Acceptance Guidelines and Contract, that the user must reimburse the District for any misuse of the purchasing card and that a violation of those standards and procedures will be cause for discipline up to and including termination.

**7. Advance Payments.--** To ensure adequate protection to the School District that goods and contractual services will be provided, advanced payment for goods and contractual services is discouraged. With adequate safeguards, however, the School Board may approve advance payments for contracts requiring School Board approval; the Superintendent or his/her designee may approve advance payments for contracts requiring his/her approval; and the Director of Purchasing may approve advance payments for all other contracts, as follows:

- a. for maintenance agreements, software license agreements, subscriptions, contracts to reserve space, and certain other commodities, when advance payment will result in a savings to the School District equal to or greater than the amount the School District would earn by investing the funds and paying in arrears, or where those items are essential to the operation of the School District and are available only if advance payment is made; or
- b. in accordance with Policy 6.01 regarding certain employee travel expenses.

**8. Integrity of the Award Process**

a. From the time the ITB, RFP, ITN, or other competitive solicitation is posted and the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Lobbying in violation of this Policy or the School Board's Lobbying Policy during the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of the ITB, RFP, ITN, or other competitive solicitation. Further, in order to protect the integrity of the award process, all questions regarding the ITN, RFP, ITB, or other competitive solicitation must be directed to the Purchasing Department who will respond in writing and post such response to ensure that all vendors receive the same information during the Cone of Silence.

b. After the Decision or Intended Decision is posted, any persons including Proposers, or those acting on behalf of the Proposers, may discuss with any Board Member the merits of any ITB, RFP, ITN, or other competitive solicitation on which School Board action may be taken. Members of the School Board shall disclose any ex-parte communications in accordance with section 286.0115, Florida Statutes. Such disclosure shall be made before or during the public meeting at which time a vote will be taken on the award of a contract.

c. Sealed bids, proposals, or replies received in response to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Article I of the State Constitution until such time as the School Board or authorized designee provides notice of a Decision or Intended Decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

d. Any portion of a meeting at which a negotiation with a Proposer is conducted pursuant to a competitive solicitation, at which a Proposer makes an oral presentation as part of a competitive solicitation, or at which a Proposer answers questions as part of a competitive solicitation is exempt from section 286.011, Florida Statutes, and section 24(b), Art. I of the State Constitution. Any portion of an evaluation committee meeting at which negotiation strategies are discussed is exempt from section 286.011, Florida Statutes, and section 24(b), Art. I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

**9. Protests Arising from the Contract Solicitation or Award Process.--** This section implements section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

a. **School District's Notice of Decision or Intended Decision.** Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing shall post notice of a Decision or Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means the noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

b. **Notice of Protest.** In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the Director of Purchasing within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation.

- i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.
- ii. The notice of protest must be actually received by the Purchasing Department before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the School District administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.
- iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the School District to identify it; and it shall state that the person intends to protest the decision.

c. **Formal Written Protest.** The protester shall file a formal written protest within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

- i. The formal written protest shall be a petition that:
  - A. states with particularity the facts and law upon which the protest is based;
  - B. contains all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code;
  - C. is substantially in the form of petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "The School Board of Palm Beach County, Florida" as the Respondent; and
  - D. should include a request for a hearing involving disputed issues of material fact; or, if the relevant facts are not in dispute, the petition should so allege and request a hearing not involving disputed issues of material fact.
- ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.
- iii. **Posting the Bond.** The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.
- iv. **Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance).** Any person who files an action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Palm Beach County, Florida" in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.
  - A. The School District shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the School District administrative office is closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or section

120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. **Bond: Construction Purchasing.** Bonds related to construction purchasing are separately governed by Policy 7.10, and protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or \$5,000, whichever is greater.

d. **Staying the Procurement Process.** Upon timely receipt of the formal written protest petition, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e. **Informal Resolution Meeting.** The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays, and holidays when the School District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

i. **Hearing.** If the protest is not resolved by mutual agreement within seven (7) days (excluding Saturdays, Sundays, and holidays when the School District administrative offices are closed) after receipt of the formal written protest; and

A. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before an impartial hearing officer who is a member in good standing of The Florida Bar; or

B. if there is a disputed issue of material fact, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Director of Purchasing receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

B. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.



## 10. Authority to Debar or Suspend

- a. The School Board may suspend a vendor who fails to fulfill any of its duties in a contract. The School Board may reinstate any such vendor when it is satisfied that further instances of default will not occur.
- b. The School Board shall have the authority to debar a vendor for cause from consideration or award of future contracts or subcontracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. This sanction shall be imposed only when it is in the best interest of the School District and for protection of the public, and not for punishment.
- c. Good cause for Debarment or Suspension include the following:
- i. conviction or civil judgment for commission of a fraud or a criminal offense as an incident to obtaining, attempting to obtain, performing, or making a claim upon any public entity contract or subcontract, or a contract funded in whole or in part with public funds;
  - ii. conviction or civil judgment for commission of a fraud or a criminal offense as an incident to obtaining, attempting to obtain, performing, or making a claim upon any private contractor subcontract;
  - iii. conviction or civil judgment under state or federal statutes of embezzlement, theft, forgery, bribery, collusion, racketeering, public entity crimes, dishonest services, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
  - iv. conviction or civil judgment for violation of state or federal antitrust statutes arising out of the submission of offers, bids, or proposals;
  - v. violation of the School Board's Lobbying Policy;
  - vi. conviction or civil judgment for violating any federal or state immigration, minimum wage, or any other applicable employment related law;
  - vii. violation of contract provisions, as set forth below, of a character which is regarded by the Director of Purchasing to be so serious as to justify debarment action:
    - A. failure without good cause to perform in accordance with the terms or specifications of the contract, or within the time limit provided in the contract; or
    - B. a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the awarded Proposer or vendor doing business with the School District shall not be considered to be a basis for debarment;
  - viii. filing a lawsuit against the School Board which a court of competent jurisdiction determines to be frivolous or in bad faith;
  - ix. any and all causes for Suspension or Revocation listed in State Requirements for Educational Facilities 4.1(1)(g);
  - x. providing anything of value, including but not limited to, a gift, loan, reward, promise of future employment, favor or service to any School District employee, Board member, or member of the evaluation committee for the purpose of influencing the award of a contract or the purchase of items from the vendor; and
  - xi. any other cause the Director of Purchasing determines to be so serious and compelling as to affect responsibility as a Palm Beach County Schools awarded Proposer or vendor doing business with the School District, including debarment by another governmental entity for any cause.
- d. **Decision.** The Superintendent may make a recommendation to the School Board to debar or suspend. The School Board shall approve, reject, or modify this recommendation at a public meeting.

e. **Notice of Decision.** A notice of the action taken by the School Board under this Section shall be mailed or otherwise furnished immediately to the debarred or suspended person/company and any other party intervening. This notice shall include the following:

- i. the reasons for the action taken; and
- ii. the length of time of the debarment.

f. Any vendor who is debarred or suspended shall have the right to file a petition for Administrative Hearing pursuant to sections 120.569 and 120.57, Florida Statutes.

11. **Beneficial Interest Form and Affidavit.**-- Vendors wishing to do business with the School Board must execute PBSB 1997. At all times during the performance of the contract for goods or contractual services, the vendor shall ensure that the information disclosed on such form is current and correct.

12. **Office of the Inspector General.**-- All vendors providing commodities or contractual services to the School Board pursuant to this Policy must agree to provide the School District's Office of the Inspector General with information needed to conduct an audit as permitted by Policy 1.092. All written contracts evidencing a purchase made in accordance with this Policy; every bid, proposal, and solicitation for contracts with outside contractors and subcontractors; and every application for certification of eligibility for a School Board contract or program shall contain a statement that the Inspector General shall have access to all financial and performance-related records, services, property, and equipment purchased in whole or in part with School Board funds, and that the individual, corporation, partnership, or organization understands and will abide by Policy 1.092, as applicable.

13. **Administrative Procedures.**-- Wherever this Policy mentions procedures to be established or implemented by the Superintendent, certain internal operational procedures and guidelines may be set forth in manuals where appropriate.

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.41(2); 1001.42 (26); 1001.43(2)
LAWS IMPLEMENTED:	Fla. Stat. §§ 119.071(1)(b); 120.57(3); 255.0516; 255.25(3)(d); 286.0113; 1001.32(2); 1001.41(1),(4),(5); 1001.42(12)(i),(j); 1001.51(11)(i); 1006.27; 1010.04; 1011.06; 1011.07
STATE BOARD OF EDUCATION RULE:	Fla. Admin. Code Rule 6A-1.012
ADMINISTRATIVE PROCEDURE ACT RULES:	Fla. Admin. Code Chapter 28-110
HISTORY:	3323, 9340.0, 2/18/72; 12/19/73; 4/6/83; 12/11/91; 11/21/95; 6/3/98; 9/22/99; 5/17/00; 5/24/2004; 07/01/2013; 12/09/2015

EXHIBIT-7  
PRINCIPAL LISA STEELE  
RESPONSE TO 20-DAY NOTICE

Ms. Lisa Steele  
Principal

Mr. Bryan White  
Assistant Principal

Jynel Andrews  
Guidance Counselor

Andrea Platt  
Exceptional Student Education



May 2, 2017

Lung Chiu, Inspector General

This letter is in response to the findings from OIG Case No. 17-589 Forgery/Fraud.

The findings of the investigation were that the allegation of fraud/forgery was unsubstantiated.

However, it was determined that a review of a contract between Gareth Johnson and Galaxy E3 Elementary for strings instruction had only the signature of Gareth Johnson and myself. Since this was the second contract in the school year for Mr. Johnson, I was required to have it signed by the other parties indicated on the contract which indicates,

5001 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"

At the time I approved the contract, I believed the fiscal year was from January to January when in fact it refers to a "school year". In the future I will not approve any contracts without further signatures if the amount exceeds \$5,000.

Lisa Steele

Principal  
Galaxy E3 Elementary School

RECEIVED  
MAY 08 2017

INSPECTOR GENERAL



Angelette Green <angelette.green@palmbeachschools.org>

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**Fwd: Case No. 17-589**

1 message

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Lung Chiu <lung.chiu@palmbeachschools.org>  
To: Angelette Green <angelette.green@palmbeachschools.org>  
Cc: Lisa Steele <lisa.steele@palmbeachschools.org>

Thu, May 4, 2017 at 8:22 AM

----- Forwarded message -----

From: **Lisa Steele** <lisa.steele@palmbeachschools.org>  
Date: Thu, May 4, 2017 at 7:47 AM  
Subject: Case No. 17-589  
To: Lung Chiu <lung.chiu@palmbeachschools.org>

Dear Mr. Chiu,

Attached you will find my response to the investigation regarding case no. 17-589 (Forgery/Fraud)

Thank you,

--  
**Lisa Steele, Ed.M. Ed.S.**  
Principal  
Galaxy E3 Elementary School



"Where all children grow and learn"

\*email: [lisa.steele@palmbeachschools.org](mailto:lisa.steele@palmbeachschools.org)

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Letter to I.G. 5-2-17.pdf  
308K