



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

**Amendment to Consultant/Service Provider
Memorandum of Agreement**

Amendment Number 2

Date of Amendment 02 / 16 / 2005

Consultant/Service Provider Eric W. Temme

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County, Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS

This is a request to amend the current contract (PO 505238) between the School District of Palm Beach County and Eric W. Temme from \$9972.00 to 18,972.00, an increase of \$9000.00. This reflects an increase of 500 hours @ \$18.00 an hour and an extension of the contract to June 2, 2005.

The reason for this request is a continuing and important need to provide counseling, mentoring, home visits and academic monitoring at H. L. Watkins Middle School and other schools as needed.

Funding: 0100 6122 3935 9010 3450

In witness whereof, this amendment has been executed on this day and year first above written.

CONSULTANT/SERVICE PROVIDER INFORMATION

SIGNATURES

Eric W. Temme

NAME (type or print)

Vendor # C000654841

SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

236 Castlewood Drive, #305

MAILING ADDRESS

North Palm Beach

FL 33408

CITY / STATE / ZIP CODE

()

TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

[Signature]
SIGNATURE OF CONSULTANT / SERVICE PROVIDER

12/21/04
TITLE DATE

[Signature]
SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR

DATE

Alison Adler, Chief of Safety and Learning Environment

[Signature]
SIGNATURE OF AREA ASSISTANT SUPERINTENDENT

DATE

Ann Killets, Chief Academic Officer

SIGNATURE OF SUPERINTENDENT / DESIGNEE

DATE

SIGNATURE OF SCHOOL BOARD CHAIRMAN (if over \$10,000)

DATE

"Reviewed & Approved As To
Legal Form and Sufficiency"

[Signature] 1-5-05

ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated 2/17/05, between The School Board of Palm Beach and Eric Temme [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates Eric Temme [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:


- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: Attendance, Discipline, including Suspensions, FCAT Scores, Grades, Tardies, Student ID #; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Legal name of the Party]

The School Board of Palm Beach County

By: 
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: 12/21/04

Date: _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

**Amendment to Consultant/Service Provider
Memorandum of Agreement**

Amendment Number 1

Date of Amendment 12 / 1 / 2004

Consultant/Service Provider Eric Temme

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County, Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS

This is a request to amend the current contract (PO 505238) between The School District of Palm Beach County and Eric Temme from \$2448.00 to \$9972.00, an increase of \$7524.00. This increase reflects an additional 418 hours @ \$18.00 an hour and an extension of the contract to March 4, 2005. The reason for this request is that Mr. Temme's services have been requested through March 4, 2005.

Consultant Services: Counseling, mentoring, home visits and academic monitoring at H. L. Watkins Middle school and other schools as needed.

Funding: 0100 6112 3935 9010 3450

In witness whereof, this amendment has been executed on this day and year first above written.

CONSULTANT/SERVICE PROVIDER INFORMATION

Eric Temme
NAME (type or print)

593-78-8537
SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

236 Castlewood Drive, #305
MAILING ADDRESS

North Palm Beach FL 33408
CITY / STATE / ZIP CODE

(561) 641 - 8412
TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

SIGNATURES

Eric Temme 11/15/04
SIGNATURE OF CONSULTANT / SERVICE PROVIDER TITLE DATE

Dr. Alison Adler 11/22/04
SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR DATE
Dr. Alison Adler, Chief, Safety & Learning Environment

Ann Killets 11/30/04
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT DATE
Ann Killets, Chief Academic Officer

[Signature] 11/30/04
SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE

SIGNATURE OF SCHOOL BOARD CHAIRMAN (if over \$10,000) DATE



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract for Services

For use when contracts are less than \$2,500

9010/6108

This Contract entered into this 9th day of November, 2005
between (consultant) Eric Temme and
(school/department) Department of Safe Schools a school/department within the School District
of Palm Beach County.

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from November 9, 2004 to December 3, 2004

2. CONSULTANT'S SERVICES

The Consultant agrees to provide the following services:

Counseling, mentoring, home visits and academic monitoring at H. L. Watkins Middle School and other schools as
needed.

136 hours @ \$18.00 per hour

3. COMPENSATION

School/Department shall pay the Consultant (amount) \$2,448.00 for services rendered
pursuant to this Contract. No payment shall be due until the School/Department verifies that all services for which
payment has been requested have been fully and satisfactorily performed.

4. COMPLIANCE WITH LAWS AND POLICIES

The Consultant shall comply with all current School Board of Palm Beach County's Policies and all applicable local, state
and federal laws, including laws pertaining to the confidentiality of student records.

5. INDEPENDENT CONTRACTOR STATUS

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 School/Department. No officer, agent or employee of the Consultant or School/Department
shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor School/Department, 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.

6. BACKGROUND CHECKS/FINGERPRINTING

The School District shall screen applicants and shall be governed by Fl. Stat. § 1012.32(2)(a) [§ 231.02(2)(a)]. The
Consultant agrees to submit to a background check and fingerprinting by the School District's Police Department at the
sole cost of the Consultant. The Consultant shall not begin providing services contemplated by this Agreement until
clearance by the School District. The School Board shall not be liable for rejection of the Consultant on the basis of these
compliance obligations. The Consultant agrees that neither the Consultant, nor any employee, agent or representative of
the Consultant who has been convicted or who is currently under investigation for a crime against children in accordance
with § 435.04, Florida Statutes will enter onto any school site.

7. TERMINATION

The School/Department reserves the right to terminate this contract at any time and for any reason, upon giving ten (10)
days notice to the other party. If said contract should be terminated for convenience as provided herein, the
School/Department will be relieved of all obligations under said contract and the Board will only be required to pay that
amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost
profits. In the event School/Department determines that the Consultant's services are not being performed as agreed

Contract for Services continued

8. TERMINATION continued

upon, the Consultant shall be deemed to be in default and the School District reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the School District, 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 School District determines to have the contract completed by others, The Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the School District 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 shall not be entitled to any additional sums.

9. ASSIGNMENT

Neither the Consultant nor the School District may assign or transfer any interest in this Agreement without the prior written consent of the party.

10. 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 School District.

11. GOVERNING LAW & 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. The prevailing party shall be entitled to attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

12. MINORITY STATUS

Indicate if the Consultant is a minority owned business per School Board policy. Yes ☐ No ☒

Indicate if Consultant is an individual (not representing a business) and is a minority. Yes ☐ No ☒

If yes to either of the above, indicate which minority group:

☐ Black ☐ Hispanic ☐ Asian ☐ American Indian ☐ White Female ☐ Disabled

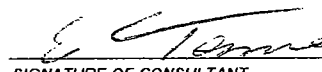
IN WITNESS WHEREOF, the parties have executed this Contract on this 2nd day of November, 2004
MONTH YEAR



SIGNATURE OF PRINCIPAL/DEPARTMENT HEAD DATE

Alison Adler, Chief, Safety and Learning Environment

PRINT NAME



SIGNATURE OF CONSULTANT DATE 11/2/04

Eric TEMME

PRINT NAME
Consultant

TITLE

FINANCIAL IMPACT

The financial impact is \$2,448.00

The source of funds is Middle School Coordinators' Grant - Team III

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	425	6402	3101	9010	5563		