



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Amendment Number 2

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

Date of Amendment 05 / 04 / 2005

Consultant/Service Provider Gerald N. Goldberger - Florida Atlantic University

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 amendment shall extend the ending date of this contract from June 30, 2005, to December 31, 2005. There will be no additional cost to the District.

Purchase Order #504738

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

CONSULTANT/SERVICE PROVIDER INFORMATION

Gerald N. Goldberger, Ph.D., Director
NAME (type or print)

64-0385507

SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

777 Glades Road
MAILING ADDRESS

Boca Raton, FL 33431
CITY / STATE / ZIP CODE

(561) 297 - 0777
TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

SIGNATURES

[Signature] for clislos
SIGNATURE OF CONSULTANT / SERVICE PROVIDER TITLE DATE

[Signature] 5-13-05
SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR DATE

[Signature] 05/13/05
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT DATE

[Signature] 5-13-05
SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE

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

Reviewed & Approved As To
Legal Form and Sufficiency"

[Signature] 05/15/05



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

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

Amendment Number 13C-13

Date of Amendment 07/22/2003

Consultant/Service Provider Gerald N. Goldberger / Florida Atlantic University

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

The original contract stated that Florida Atlantic University would provide six graduate courses for a group of sixty Palm Beach County bilingual/bicultural guidance counselor candidates at a cost of \$120,000 a year for three years. Since services started on October 17, 2002, the contract should end on June 30, 2005 and not June 30, 2003 as indicated in the original contract. Amend contract to change the ending date from June 30, 2003 to June 30, 2005.

RECEIVED
PURCHASING DEPT
03 JUL 30 PM 3:19
S.D.P.B.C.

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

CONSULTANT/SERVICE PROVIDER INFORMATION

Gerald N. Goldberger, Director

NAME (type or print)

64-0385507

SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

777 Glades Road

MAILING ADDRESS

Boca Raton

FL 33431

CITY / STATE / ZIP CODE

(561) 297 - 2033

TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

SIGNATURES

Gerald N. Goldberger 7/22/03
SIGNATURE OF CONSULTANT / SERVICE PROVIDER TITLE DATE

Mark P. Smith 7/22/03
SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR DATE

Maureen 7/23/03
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT DATE

Ann Kellie 7/28/03
SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE

[Signature] 6/20/03
SIGNATURE OF SCHOOL BOARD CHAIRMAN (If over \$10,000) DATE



THE SCHOOL DISTRICT OF PALM BEACH COUNTY Consultant Contract for Purchasing of Professional or Technical Services

DATE OF CONTRACT	10/16/2002
CONTACT PERSON:	PX: 48620
Margarita Pinkos	

INITIAL
X
[Signature]

THIS CONTRACT is entered into by and between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD" and Florida Atlantic University * hereinafter referred to as the "CONSULTANT", for the purpose of purchasing professional or technical services.

The contract is entered into as of October 17, 2002

(This is to be the same date as Board or Senior Staff approval. Date of service should not precede date of approval by Superintendent or Board.)

The Parties agree as follows:

- That the Consultant does agree to perform the following professional or technical services:
Florida Atlantic University will provide six graduate courses for a group of sixty Palm Beach County bilingual/bicultural guidance counselor candidates at a cost of \$120,000 a year for three years. These courses will lead to the development of a cadre of bilingual/bicultural guidance counselors as required by the district's ESOL personnel formula.
- The services of the Consultant shall be performed on (date, time, location, etc. - this date should not precede the date of approval by the Superintendent or Board)
Classes will begin on October 17, 2002 and end on June 30, 2003. Classes will be held from 5:00 p.m. to 8:00 p.m. at the Jefferson Davis Middle School campus. They will meet for the required instructional time stipulated for receiving three graduate credits for each course.
- The Social Security number of the Consultant: - - or
The tax identification number is (if appropriate): 6 5 - 0 3 8 5 5 0 7
- It is expressly understood and agreed by the Consultant and the School Board hereto, that the Consultant is acting in the capacity of an Independent Contractor. Both parties understand and agree that in no way is the Consultant to be considered an employee or agent of the School Board and the Consultant shall not be eligible for any insurance benefits, workers' compensation coverage, or participation in the retirement fund of the School Board.
- This contract may be canceled by either party upon 30 days' notice in writing delivered by hand or certified mail to the other party. However, if it is determined by the School Board that the services are not being performed as agreed upon, the Consultant shall be deemed to be in default, and the School Board reserves the right to cancel this contract with 5 days' notice, served in the manner described above.
- The School Board shall pay to the Consultant the maximum sum of \$360,000 for a maximum of -0- hours which is based upon the following rate schedule. Three years @ \$120,000 per year
Daily Rate: _____ Half Day Rate: _____ Hourly Rate: _____ Flat Rate: \$360,000
I grant permission for any or all parts of this presentation to be videotaped. ☒ Yes ☐ No
- Travel ☐ is ☒ is not allowable for this contract. Estimated travel expense is not to exceed N/A
- The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F.S. §112.061 and School Board Policy # 6.01.

Financial Impact

The financial impact is \$360,000 (total expenditure #6 and #7).

The source of funds is Multicultural Education Department budget.

Fund Source:

FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	CL
0421	6402	3101	9083	5379	6551	

10. Consultant Background Information
Education: University Program
Position and Address: FAU - 777 Glades Rd., Boca Raton, FL 33431
Target Group / School / Department: Teachers requiring Florida School Guidance certification.
Approximate Number to be Served: 60 teachers seeking Florida School Guidance certification.

11. Evaluation / Follow-up Method

Teachers must complete the graduate course requirements of Florida Atlantic University. Each course will have a formal evaluation process appropriate to the specific curriculum taught and will lead to a course grade.

12. Minority Status The School District strongly encourages active minority/women business enterprise participation with all professional services. In accordance with Palm Beach County School Board Policy #6.146, I certify 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

If either statement above was checked (4) yes, please indicate minority group.

Black or African American	<input type="checkbox"/> Male <input type="checkbox"/> Female	American Indian or Alaskan Native	<input type="checkbox"/> Male <input type="checkbox"/> Female
Asian	<input type="checkbox"/> Male <input type="checkbox"/> Female	Disabled	<input type="checkbox"/> Male <input type="checkbox"/> Female
Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Male <input type="checkbox"/> Female	White Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
Hispanic or Latino	<input type="checkbox"/> Male <input type="checkbox"/> Female	Other	

13. This contract shall not be modified or amended except in writing, duly executed by both parties.

14. Consultant shall not assign this contract in whole or in part, without the express written consent of the Board.

15. This contract shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

17. In the event that any part, term, or provision of this Contract is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term, or provisions held to be so invalid.

18. Should any litigation be commenced in connection with this agreement, the Prevailing Party shall be entitled to reasonable attorney fees and court costs.

19. 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.

To the extent permitted by Florida Law

INITIAL
X
6

This contract was recommended for approval by:

Jessie A. Ortiz
Chief Academic Officer Date 9/10/02

Steve Brown
SIGNATURE OF PRINCIPAL/DIRECTOR

9-11-02
DATE

modulant
SIGNATURE OF APPROPRIATE ASSOCIATE/AREA ASSISTANT SUPERINTENDENT

9/10/02
DATE

* Gerald N. Goldberger
SIGNATURE OF CONSULTANT

Gerald N. Goldberger
Director

Sponsored Research - FAU

This form has been approved by the Office of General Counsel for the School Board of Palm Beach County.

THE SCHOOL BOARD OF PALM BEACH COUNTY

By: [Signature]
SIGNATURE OF SUPERINTENDENT

10/17/02
DATE

Attest: [Signature]
SIGNATURE OF CLERK OF THE BOARD
(If required per Board Policy #6.1)

10/16/02
DATE

[Signature] Sept. 10, '02
"Reviewed & Approved As To
Legal Form and Sufficiency"

X

acting for and on behalf of the FAU
Board of Trustees.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**Consultant Contract for Purchasing of
Professional or Technical Services**

AGENDA ITEM NUMBER: 13C-16	BOARD MEETING DATE: 10/17/2001
CONTACT PERSON: MARY ANN DUBONT	PX 4-8963

THIS CONTRACT is entered into by and between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD" and Florida Atlantic University

hereinafter referred to as the "CONSULTANT", for the purpose of purchasing professional or technical services.

The contract is entered into as of October 18, 2001

(This is to be the same date as Board or Senior Staff approval. Date of service should not precede date of approval by Superintendent or Board.)

The Parties agree as follows:

1. That the Consultant does agree to perform the following professional or technical services:
Florida Atlantic University will provide four graduate courses for a group of thirty Palm Beach County bilingual/bicultural guidance counselor candidates at a cost of \$40,000. These courses will lead to the development of a cadre of bilingual/bicultural guidance counselors as required by the district's ESOL personnel formula.
2. The services of the Consultant shall be performed on (date, time, location, etc. - this date should not precede the date of approval by the Superintendent or Board)
Classes will begin on October 20, 2001 and end on June 30, 2002. Classes will be held from 5:00 PM to 8:00 PM at the Forest Hill High School campus. They will meet for the required instructional time stipulated for receiving three graduate credits for each course.
3. The Social Security number of the Consultant: - or
The tax identification number is (if appropriate): -
4. It is expressly understood and agreed by the Consultant and the School Board hereto, that the Consultant is acting in the capacity of an Independent Contractor. Both parties understand and agree that in no way is the Consultant to be considered an employee or agent of the School Board and the Consultant shall not be eligible for any insurance benefits, workers' compensation coverage, or participation in the retirement fund of the School Board.
5. This contract may be canceled by either party upon 30 days' notice in writing delivered by hand or certified mail to the other party. However, if it is determined by the School Board that the services are not being performed as agreed upon, the Consultant shall be deemed to be in default, and the School Board reserves the right to cancel this contract with 5 days' notice, served in the manner described above.
6. The School Board shall pay to the Consultant the maximum sum of \$40,000, for a maximum of -0- hours which is based upon the following rate schedule.
Daily Rate: _____ Half Day Rate: _____ Hourly Rate: _____ Flat Rate: \$40,000
I grant permission for any or all parts of this presentation to be videotaped. ☒ Yes ☐ No
7. Travel ☐ is ☒ is not allowable for this contract. Estimated travel expense is not to exceed N/A
8. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F.S. §112.061 and School Board Policy # 6.01.

Financial Impact

The financial impact is \$40,000 (total expenditure #6 and #7).

The source of funds is Emergency Immigrant Grant budget.

Fund Source:

FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
0421	6402	3101	9083	5179	6551	

9. 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).

10. **Consultant Background Information**

Education: University Program

Position and Address: FAU - 777 Glades Rd., Boca Raton, FL 33431

Target Group / School / Department: Teachers requiring Florida School Guidance certification

Approximate Number to be Served: 30 teachers seeking Florida School Guidance certification

11. **Evaluation / Follow-up Method**

Teachers must complete the graduate course requirements of Florida Atlantic University. Each course will have a formal evaluation process appropriate to the specific curriculum taught and will lead to a course grade. All participants must maintain good academic standing in compliance with all Florida Atlantic University departmental policies.

12. **Minority Status** The School District strongly encourages active minority/women business enterprise participation with all professional services. In accordance with Palm Beach County School Board Policy #6.146, I certify 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

If either statement above was checked ☒ yes, please indicate minority group.

Black or African American	<input type="checkbox"/> Male <input type="checkbox"/> Female	American Indian or Alaskan Native	<input type="checkbox"/> Male <input type="checkbox"/> Female
Asian	<input type="checkbox"/> Male <input type="checkbox"/> Female	Disabled	<input type="checkbox"/> Male <input type="checkbox"/> Female
Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Male <input type="checkbox"/> Female	White Female	<input type="checkbox"/>
Hispanic or Latino	<input type="checkbox"/> Male <input type="checkbox"/> Female	Other	

13. This contract shall not be modified or amended except in writing, duly executed by both parties.

14. Consultant shall not assign this contract in whole or in part, without the express written consent of the Board.

15. This contract shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

17. In the event that any part, term, or provision of this Contract is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term, or provisions held to be so invalid.

18. Should any litigation be commenced in connection with this agreement, ^{to the extent permitted by Florida law} the Prevailing Party shall be entitled to reasonable attorney fees and court costs.

19. The parties hereto represent that they have reviewed the agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

This contract was recommended for approval by:

[Signature]

SIGNATURE OF PRINCIPAL/DIRECTOR

9/21/01

DATE

[Signature]

SIGNATURE OF APPROPRIATE ASSOCIATE/AREA/ASSISTANT SUPERINTENDENT

9/21/01

DATE

CONSULTANT

[Signature]
SIGNATURE OF CONSULTANT

DATE

APPROVED AS TO FORM
AND LEGALITY

General Counsel
Florida Atlantic University

THE SCHOOL BOARD OF PALM BEACH COUNTY

By:

[Signature]
SIGNATURE OF SUPERINTENDENT

10/18/01
DATE

Attest:

[Signature]
SIGNATURE OF CHAIRMAN OF THE BOARD
(If required per policy 2.51)
Vice Chair

10/29/01
DATE