



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
**Amendment to Consultant/Service Provider  
Memorandum of Agreement**

Amendment Number 1  
Date of Amendment 05/04/2005

Consultant/Service Provider Nova Southeastern 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 June 30, 2006. There will be no additional costs to the District.

Purchase Order #B-504556

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

**CONSULTANT/SERVICE PROVIDER INFORMATION**

William Alvarez  
NAME (type or print)

59-1083502  
SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

NOVA Southeastern University  
Fischer School of Education  
MAILING ADDRESS

1750 NE 167th St Room 209  
North Miami Beach, FL 33162  
CITY / STATE / ZIP CODE

(954) 262-8726  
TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

**SIGNATURES**

Wm Alvarez Director 5/12/05  
SIGNATURE OF CONSULTANT / SERVICE PROVIDER TITLE DATE

Steve Byrne 5-13-05  
SIGNATURE OF AUTHORIZED SCHOOL DEPARTMENT ADMINISTRATOR DATE

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

[Signature] 5.16.05  
SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE

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

"Reviewed & Approved As To  
Legal Form and Sufficiency"

Umber Hall 5/1/05

9083/5021  
9083/502



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Agreement between the  
School Board of Palm Beach County  
and Nova Southeastern University**

AGENDA ITEM NUMBER <b>13B-3</b>	BOARD MEETING DATE <b>October 20, 2004</b>
CONTACT <b>Margarita P. Pinkos, Ed.D.</b>	PX <b>48620</b>
SCHOOL / DEPARTMENT <b>Multicultural Education</b>	

THIS AGREEMENT is entered into this 21st day of October, 2004 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Nova University 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 October 21, 2004 and shall end on June 30, 2005

**2. RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Nova Southern University (NSU) will provide two hundred (200) Palm Beach County School administrators and guidance counselors with a three-credit graduate course; Teaching the ESL Learner (EDU 636). These classes are in line with the META agreement which requires that "all persons holding administrative or guidance counselor positions take 60 hours of in-service training or continuing education in ESOL-approved courses". (Please see Exhibit "C")

B. Time, date, and location of services:

Classes will begin October 21, 2004 and end June 30, 2005. Classes will be scheduled during regular Graduate Teacher Program hours at the NSU campus in Palm Beach Gardens. Participants will meet for the required instructional time stipulated for receiving three graduate credits for each course.

**3. CONSULTANT BACKGROUND INFORMATION**

Education University Program

Position and Address 3301 College Avenue, Davie, Florida

Target Group/School/Department Administrators and guidance counselors in the Palm Beach County School District.

Approximate Number to be Served Two hundred administrators and guidance counselors

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

Evaluation of the Consultant shall be provided by Steve Byrne  
TITLE OF THE CONSULTANT SUPERVISOR  
of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

**FINANCIAL IMPACT**

The financial impact is \$76,000.00 The source of funds is Title III No Child Left Behind

IA	FUND	FUNCTION	OBJECT	LOGATION	PROJECT	PROGRAM	GL
	421	6402	3101	9083		6551	

**5. COMPLIANCE WITH POLICIES AND LAWS**

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.palmbeach.k12.fl.us/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) 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.

**6. COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of *(write out amount)*

Seventy Six thousand dollars

(\$ 76,000.00 ), for a maximum of 200 teachers hours which is based upon the following rate schedule.

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

I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

B. 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:

Steve Byrne

**7. CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School District 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.

**8. 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.

**9. 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.

**10. 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.

**11. INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their 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

Palm Beach County School District 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 School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. **TRAVEL**

Travel  is  is not allowable for this contract. Estimated travel expense is not to exceed N/A for the term of the contract. 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).

13. **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 Board.

14. **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.

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

16. **TERMINATION**

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board 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 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 School Board 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 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 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 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.

17. **MINORITY STATUS**

The School District 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

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

Black or African American  Asian  Native Hawaiian or Other Pacific Islander  Hispanic or Latino

American Indian or Alaskan Native  Disabled  White Female  Other

18. **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.

19. **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: (Add Consultant's address)

Nova Southeastern University (NSU)  
3301 College Avenue  
Davie, Florida

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

20. 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 incorporate herein: (approval will not be granted without these mandatory attachments)

- "Exhibit A" - Provide consultant evaluation
- "Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

This contract was recommended for approval by:

Kimberly Hall 7-14-04  
SIGNATURE OF LEGAL SERVICES DESIGNEE DATE  
Kimberly Hall  
PRINT NAME

Margarita P. Pinkos 7/29/04  
SIGNATURE OF PRINCIPAL / DIRECTOR DATE  
Margarita P. Pinkos, Ed.D.  
PRINT NAME

Ann Killets 8/2/04  
SIGNATURE OF CHIEF OFFICER DATE  
Ann Killets  
PRINT NAME

E. Wayne Gent 8/3/04  
SIGNATURE OF APPROPRIATE ASSOCIATE / AREA / ASSISTANT SUPERINTENDENT DATE  
E. Wayne Gent  
PRINT NAME

The School Board of  
Palm Beach County, Florida

Consultant

By: \_\_\_\_\_  
THOMAS E. LYNCH  
CHAIRMAN  
DATE \_\_\_\_\_

William Alvarez  
PRINT CONSULTANT NAME

Attest:  
By: \_\_\_\_\_  
ARTHUR C. JOHNSON, Ph. D.  
SUPERINTENDENT  
DATE \_\_\_\_\_

By: Wm Alvarez  
SIGNATURE  
DATE 8/11/04  
PRINT NAME \_\_\_\_\_

Witnesses: (Two are required)  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINT NAME

Witnesses: (Two are required)  
Mel D. Coleman  
SIGNATURE  
Mel D. Coleman  
PRINT NAME  
Lee Kinnett  
SIGNATURE  
LEE KINNETT  
PRINT NAME