



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Agreement between the School Board of Palm Beach County and Nova Southeastern University (NSU)

Table with 2 columns: AGENDA ITEM NUMBER, BOARD MEETING DATE (July 20, 2005), CONTACT (Russell Feldman, Director - ESE Dept.), SCHOOL / DEPARTMENT (Exceptional Student Education - A-203)

THIS AGREEMENT is entered into this 21st day of July 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Nova Southeastern University (NSU) 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 July 21, 2005 and shall end on June 30, 2008

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Nova Southeastern University (NSU), over a period of three years, agrees to provide a Master's Degree with specialization in ESE to ESE certified teachers who have a Bachelor's Degree, out of field ESE certified teachers, or General Education certified teachers seeking a Masters in Education with a specialization in ESE (36 credits), for an amount not to exceed \$240,000.00.

B. Time, date, and location of services:

Classes will begin in September, 2005 and end no later than June 30, 2008. The classes will be scheduled during regular Graduate Teacher Education Program housed at the NSU Student Services Center in Palm Beach Gardens. Classes will meet for the required instructional time stipulated for receiving graduate credits for each course in the M.Ed. Degree. 25 students will complete the M.Ed. Degree in three years.

3. CONSULTANT BACKGROUND INFORMATION

Education University Program

Position and Address 3301 College Avenue, Davie, Florida

Target Group/School/Department ESE certified teachers with a Bachelor's Degree, out of field certified teachers, or General Education certified teachers seeking a Masters in Education with a specialization in ESE

Approximate Number to be Served 25 teachers seeking an M.Ed. Degree in Education with a specialization in ESE.

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Russell Feldman, Director - ESE Dept. of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$240,000.00 The source of funds is Title I, Title II and ESE Department

Table with 8 columns: IA, FUND, FUNCTION, OBJECT, LOCATION, PROJECT, PROGRAM, GL. Row 1: 421, 6402, 3101, 9032, 5600, 6562

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 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)*

Not to exceed Two hundred forty thousand & zero cents

(\$ 240,000.00), for a maximum of n/a hours which is based upon the following rate schedule.

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

Hourly Rate: n/a Flat Rate: \$252.00 per credit hour for 900 credits plus semester registration costs.

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:

Russell Feldman

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.

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 an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

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 _____ 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. Each Party shall be responsible for its own attorney's fees.

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:

Handwritten signatures and dates: Kimberly Hall 5-20-05, Paul [unclear] 6/15/05

SIGNATURE OF LEGAL SERVICES DESIGNEE DATE PRINT NAME

Kimberly Hall
Signature of Chief Officer DATE 6-15-05

PRINT NAME

SIGNATURE OF PRINCIPAL / DIRECTOR DATE

PRINT NAME

SIGNATURE OF APPROPRIATE ASSOCIATE / AREA / ASSISTANT SUPERINTENDENT DATE

PRINT NAME

The School Board of Palm Beach County, Florida

Consultant

By: THOMAS E. LYNCH CHAIRMAN

DATE

Attest:

By: ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT

DATE

Witnesses: (Two are required)

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

Dr. William D. Alvarez, Director of Strategic Alliances
PRINT CONSULTANT NAME

By: Wm Alvarez SIGNATURE

DATE 5-25-05

William Alvarez PRINT NAME

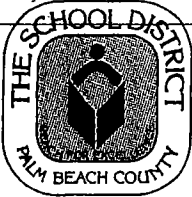
Witnesses: (Two are required)

Rochelle Green SIGNATURE

Rochelle Green PRINT NAME

Joe Flores SIGNATURE

Joe Flores PRINT NAME



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

RUSSELL FELDMAN
EXECUTIVE DIRECTOR

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT

DEPARTMENT OF EXCEPTIONAL STUDENT EDUCATION
3378 FOREST HILL BOULEVARD, A-203
WEST PALM BEACH, FL 33406

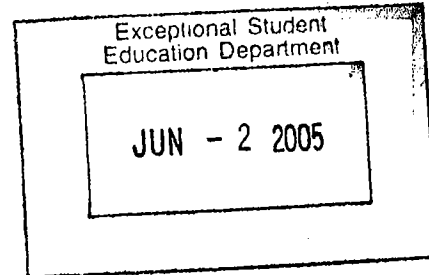
(561) 434-8626 FAX: (561) 434-8384

MEMORANDUM

May 25, 2005

TO: James Hayes, Chief Officer
Human Resources

FROM: Russell Feldman, Executive Director
Exceptional Student Education



SUBJECT: Memorandum of Understanding with the Classroom Teachers Association

Attached are three copies of a Memorandum of Understanding (MOU) with the Classroom Teachers Association. The ESE Department is offering to use Title I set-aside funds for the purpose of funding a Masters in Education with a concentration in special education for 25 teachers as follows:

- ESE Teachers with a B.A. degree who are currently teaching special education students.
- Regular education teachers who are interested in obtaining a Masters in Special Education and will commit to teaching ESE students for at least three years following the degree.
- Out of Field teachers currently teaching students with disabilities.

Please review this MOU and let me know if there are changes or revisions. If approved by all concerned parties, I will route the contract.

Thank you for your attention to this matter and your support.

If there are any questions, please advise.

RF:jb

Attachment

c: Janice S. Cover
John Sargeant

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION**

In an effort to recruit and retain the most qualified instructional employees for the Palm Beach County School Board and in order to continue to strive for high student achievement, the aforementioned parties agree that effective with the 2005-2006 school year through 2007-2008 school year the Board will provide college tuition costs to eligible employees as set forth below. The funding source is the Title I Grant set aside.

1. Payment for tuition and registration costs will be provided to Nova University for a maximum of 25 teachers who are currently employed with the School Board and who desire to earn a Master's Degree with a specialization in Exceptional Student Education. These can be teachers who are: (1) currently teaching special education with a Bachelors Degree or (2) currently teaching special education but are out-of-field or (3) not currently teaching special education and are certified in another field. Priority will be given to teachers in Title I schools, but others are welcome to join the cohort.
2. In order to be eligible for this program, the approved teachers must be actively employed with the Board and teaching in a school at the time such payments are due. Priority will be given to teachers currently on a Professional Services contract. Teachers will be required to maintain a grade of B or higher to remain in the program. Teachers will be responsible for their textbooks and other fees, as indicated by Nova University.
3. The teachers will commit in advance and in writing to teach special education for the Board for at least three (3) years upon receiving their Master's Degree through this program. Only those employees who sign up by September 2005 will be eligible to participate in the program. If the employee fails to fully comply with his or her agreement to obtain a Master's Degree and certification in ESE, the Board assumes no responsibility to pay for that employee's tuition. In the event the employee is approved to take a leave of absence during this period, his/her commitment to the Board will be tolled at the time he/she is on leave. Upon returning from leave, the commitment will be reinstated and the employee must satisfy the time remaining on such commitment. Should the employee end his/her employment with the Board during this period of time or extension thereof, a portion of the tuition and registration will be repaid in proportion to the length of time the employee was employed under the provision of this MOU and the three (3) year commitment plus any extensions thereof as set forth herein. The employee is not eligible to volunteer to be UAT during this period of time, but he/she may be transferred via the UAT procedures and will be reassigned to another school if there are vacancies at other schools for which the employee is certified. If there are no vacancies at other schools for which the employee is certified, he/she will be placed pursuant to the normal UAT placement procedures at another school.
4. If it is determined that Federal Title I funds cannot be used for the purposes set forth above, the Board will set aside a total of \$240,000 from ESE Department funds to be used over three (3) fiscal years beginning with the 2005-2006 fiscal year.

