



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

AGENDA ITEM NUMBER	BOARD MEETING DATE August 17, 2005
CONTACT Margarita P. Pinkos, Ed.D.	PX 48620
SCHOOL / DEPARTMENT Multicultural Education	

THIS AGREEMENT is entered into this eighteenth day of August 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Florida Atlantic University Board of Trustees, 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 August 18, 2005 and shall end on June 30, 2008.

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

The Principal Investigators (PI) for Cohorts I & II will measure the students' perception of the effectiveness of their educational experiences. They will compile data, which will be used to write a memorandum of agreement, and summative data will serve to create papers and/or presentations to disseminate the project's findings at local or national conferences (Exhibit "C", page 5).

B. Time, date, and location of services:

Courses offered via the internet and student cohorts will meet at least two meetings per semester with the Principal Investigator (PI) and Palm Beach County School District's administrators to conduct formative discussions.

3. CONSULTANT BACKGROUND INFORMATION

Education Master-level Education (M.Ed.) - Dr. Alex Miranda, PI

Position and Address 777 Glades Road, Boca Raton, FL 33431

Target Group/School/Department Students from Cohorts I, II, and III

Approximate Number to be Served 15-30

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Steve Byrne, Assistant Director
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 \$311,887.00 The source of funds is Title III - No Child Left Behind

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
N/A	421	6402	3101	9083	5579	6551	N/A

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)

Three hundred eleven thousand eight hundred eighty seven (See Exhibit "C")

(\$ 311,887.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: _____ Flat Rate: _____ X

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.

- 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. Waived/Does No

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**

As an educational institution, consultant reserves the right to publish any data resulting from this agreement. 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. ~~Nothing herein is a waiver of any defense or immunity of the consultant, which is entitled~~

12. **TRAVEL** to sovereign immunity.
Travel is is not allowable for this contract. Estimated travel expense is not to exceed \$9,000.00 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)

Florida Atlantic University
777 Glades Road
Boca Raton, FL 33431

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

ATT: Division of Research
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)
"Exhibit C" - Scope of Work

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

This contract was recommended for approval by:

Signature of Kimberley Hall, 5-16-05
SIGNATURE OF LEGAL SERVICES DESIGNEE DATE

Kimberly Hall
PRINT NAME

Signature of Chief Officer, 7-6-05
SIGNATURE OF CHIEF OFFICER DATE

PRINT NAME

Signature of Steve Byrne, 6-30-05
SIGNATURE OF PRINCIPAL / DIRECTOR DATE

STEVE BYRNE
PRINT NAME

Signature of E. Wayne Gent, 06/30/05
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

Attest:

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

DATE

Witnesses: (Two are required)

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

PBSD 1420 (Rev. 05/06/2005)

Florida Atlantic University Board of Trustees

PRINT CONSULTANT NAME

By: Diane R. Glickman
SIGNATURE

6/29/05 DATE Diane R. Glickman Associate Director

Sponsored Research, DRGS

PRINT NAME

Witnesses: (Two are required)

Signature of Debra K. Campbell
SIGNATURE

DEBRA K. CAMPBELL
PRINT NAME

Signature of C. Eusta Grancher
SIGNATURE

C. EUSTA GRANCHER
PRINT NAME

APPROVED AS TO FORM AND LEGALITY
General Counsel
Florida Atlantic University
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06/28/05

Palm Beach County Schools
Bicultural/bilingual School Counselor, M.Ed. Degree
Cohort III
A Program Offered by the Department of Counselor Education
Florida Atlantic University
Proposal by Alex O. Miranda, Ph.D, Principal Investigator – Cohort III
May, 2005

Introduction

The education received by two cohorts of Palm Beach County Schools' bicultural/bilingual School Counselors proved invaluable to the Palm Beach County School District and the Department of Counselor Education at Florida Atlantic University. Under the guidance of Dr. Bill Nicoll (Principal Investigator for Cohorts I and II), students from Cohorts I and II are completing a master-level education (M.Ed.) in School Counseling that meets or exceeds the requirements stipulated by the Council for Accreditation of Counseling and Related Educational Programs (CACREP), and certification requirements for the State of Florida's Department of Education. The CACREP accreditation is the highest for School Counseling and other types of counseling programs across the nation. Meeting certification requirements stipulated by the Florida Department of Education render students eligible to work in elementary, middle and high schools.

The Palm Beach County School District requested a new application. The Principal Investigator (PI) for Cohort III will be Dr. Alex O. Miranda, Chair of the Department of Counselor Education and an Associate Professor of Counselor Education. All Department of Counselor Education's relevant faculty members will participate in Phase-III either by teaching content courses or by supervising field experiences.

This document describes the proposed steps for Cohort III. Also, the document provides information about the relevant aspects of the project. Specifically, first, the document delineates the curriculum for Cohort III with an approximate semester in which instruction will take place. Second, the document shows the phases of the project. Third, the document describes the relevant personnel and the approximate cost, including the budget narrative.

School Counseling: Curriculum and Approximate Semester of Instruction

The proposed curriculum assumes compliance with CACREP and a 60-semester-hour M.Ed. degree in Counselor Education with a specialization in School Counseling. The approximate semester of instruction assumes that two courses will be offered in the Spring, Fall and Summer semesters. An additional assumption is compliance with the Florida Department of Education's requirements for certification. Table 1 presents the curriculum and the courses' credit hours. The proposed program content excludes courses necessary for certification in the State of Florida.

Table 1. Curriculum and credit per course.

Prefix	Course	Credit
MHS 5005	Processes in Counseling	3
MHS 6055	Life Span Development	3
MHS 6401	Counseling Theories & Techniques	3
MHS 6411	Counseling Children	3
SDS 5010	Fundamental of School Guidance	3
MHS 6700	Legal, Ethical & Professional Issues in Counseling	3
MHS 6340	Career Development	3
MHS 6510	Group Counseling	3
MHS 6800	Practicum in Counseling (150 hours)	3
MHS 5428	Counseling Special Needs Populations	3
MHS 6220	Appraisal and Evaluation in Counseling	3
MHS 6418	Counseling Adolescents	3
MHS 6430	Family Counseling	3
STA 6113	Educational Statistics	3
MHS 6600	Consultation: Theory & Practice	3
EDF 6481	Educational Research Methods	3
SDS 6820	Internship – School Counseling (600 Hours)	6
MHS 5930	Elective – Psychological Aspects of Acculturation	3
MHS 5930	Elective	3

Note: (1) course offered via the www. The sequence of courses assumes the following: a) admission into the program, b) completion of the first eight courses before the students are eligible for MHS 6800 Practicum in Counseling, c) enrollment in SDS 6820 precedes successful completion of MHS 6800, d) field experiences may be conducted at the students' place of employment, e) all university, college, and department policies and procedures apply.

Program Implementation and Design

This project will include the following phases:

- Phase I:** Collection of data from Cohort I and other sources aimed at improving the educational experience of Cohort III.
- Phase II:** Program implementation, inclusive of formative evaluations.
- Phase III:** Summative evaluation and recommendations to Palm Beach County School District. Dissemination of findings.

Phase I

Students from Cohort I are advanced in their educations and may soon graduate. Therefore, Cohort I students are adequately suited to provide valuable data about their experiences in the program. As students from Cohort I progressed through their educational experiences we learned valuable lessons. These lessons assisted the faculty members in the restructuring of academic experiences addressed in either content courses or field experiences. Faculty members made Cohort I students' educational experiences relevant to a multicultural population and the schools.

As part of the construction of the educational experience for Cohort III, a random group of students from Cohort I will be assessed by the principal investigator. The Cohort III PI will use instruments developed to measure the students' perception of the effectiveness of their educational experiences in the domains identified by CACREP (see the attached assessment instrument). This instrument proved valuable for the Department of Counselor Education's self-study and for adjustment of the School Counseling Program curricula.

Additionally, it is proposed that data be collected from other sources and about various domains. For example, Dr. Nicoll and Mrs. Lowry will be accessed for their perception about the administrative aspects of the project. Full-time faculty members, who taught for Cohort I, will be solicited for their perceptions about the effectiveness of the delivery method used and the content of the courses. The compiled data will serve to write a memorandum of agreement (which will be mutually agreed upon and amended in the scope of work), a document that will stipulate the workings of the Cohort III between the Palm Beach County School District and Florida Atlantic University. Last, the principal investigator will compile the data collected to prepare presentations at professional organizations, either at the local or national levels.

Phase II

Courses will be delivered according to an agreement between the Palm Beach County Schools and the PI for Cohort III, in consultation with the Department of Counselor Education's appropriate full-time faculty members. Phase II will include at least two meetings per semester between the PI and Palm Beach County School District's administrators to conduct formative discussions about Cohort III. The PI will provide academic advisement to the Cohort III students.

Phase III

Based on information gathered from various sources and at various times, the PI for Cohort III will compose a summative evaluation to make recommendations to the Palm Beach County School District's administrators. Also, the summative data will serve to create papers and/or presentations to disseminate the project's findings at local or national conferences.

Personnel for the Project

Dr. Alex O. Miranda: Associate Professor and Chair of Counselor Education will be the principal investigator and will coordinate all aspects of the Cohort III project. He will be the academic advisor for all students in Cohort III.

Professors: all appropriate faculty members, either full-time or adjunct, from the Department of Counselor Education will participate in the project.

Project Activities, people involved, deliverables and approximate dates of completion*

Phase One (Fall-2005)

Activity	People involved	Deliverables	Date of completion
Project development	PI, PBC Schools	Grant proposal submitted	Fall, '05
Application to Department	Students, PBC Schools, PI	Completed applications	Fall, '05
Data collection	PI, students from Cohort I, faculty members, Dr. Bill Nicoll, Mrs. Nuncia Lowery, others	Summary of findings	Fall, '05

Phase Two (Fall '05 to Program Completion)

Activity	People involved	Deliverables	Date of completion
Delivery of courses	Faculty members and PI	Courses' syllabi	To end of Program
Academic advising	PI	Program of studies and relevant material	Fall, 2005. Ongoing
Formative discussion	PI and PBC Schools	Program adjustments	Ongoing through Cohort III

Phase Three (End of Cohort III)

Activity	People involved	Products from activities	Date of completion
Summative report	PI	Report to PBC School	End of Cohort III
Composition of manuscripts for presentations	PI, faculty members, PBC Schools personnel	Manuscripts	Ongoing through Cohort III

* Variations may be necessary to accommodate for unexpected events

Budget Summary – Cohort III
Total Project Cost = \$311,887

Personnel	Days or Frequency	Involvement	Cost	Total
Principal Investigator	All project	Academic Advisement, research efforts, project coordination	\$2,000 per semester x 8	\$16,000
Professors/Instructors	All project	Entire program		\$158,000
Project Manager	All project	Part-time	\$2,000 per semester x 8	\$16,000
			FICA @ .0765	\$14,535
Personnel Sub Total				\$ 204,535
Operations				
Travel	All project	At .29 per mile	\$9,000	\$9,000
Materials/Supplies/Copying	All project	All books and other material		79,500
Telecommunications	All project		\$1,000	\$1,000
Postage	All project		\$1,000	\$1,000
Printing/Graphics/Software	All project		\$2,000	\$2,000
Operations Sub Total				\$92,500
Project Sub Total				\$297,035
Indirect Costs @ 5%				\$14,852
Total Costs				\$311,887

Budget Narrative

Personnel

Principal Investigator (PI): Dr. Miranda will provide oversight of the project for its duration. Also, he will advise all students in Cohort III.

Professors/Instructors: Faculty members from the department of Counselor Education, Florida Atlantic University, will provide instruction for an overload academic assignment of \$5,000 per course. Some of the funds may be used for “independent studies” that may be outside of the regular offerings.

Project Manager: A part-time Project Manager will assist the PI in the coordination of all aspects of the Cohort III Project.

Operations

Travel: The State of Florida compensates its employees for travel. When the travel is by automobile, the State of Florida reimburses at a rate of C .29 per mile. The PI and/or professors will travel to fulfill their responsibilities in accordance to the grant. For example, professors will travel to conduct site visits, when students are in the field-training portion of their educations.

Materials/Supplies/Copying: All material necessary for students to complete their educations will be provided by the grant. For example, books and all material used for didactic reasons will be paid for by the grant.

Telecommunications, Postage, Printing/Graphics/Software:

Indirect Costs

Usual and customary charge for Florida Atlantic University, through its Division of Sponsor Research.

Note: The proposed budget represents a reduction in cost from previous projects, Cohorts I and II.

Course Rotation – Cohort III

Year/Semester	Prefix/Course	Description	Credit hours	Cumulative credits	Possible Instructor
2005/Fall	MHS 5005	Processes in Counseling	3	3	Dr. Peluso
2005/Fall	MHS 6055	Life Span Development	3	6	Dr. Webb
Spring/2006	MHS 6418	Counseling Adolescents	3	9	Dr. Brigman
Spring/2006	MHS 5930	Psychological Aspects of Acculturation	3	12	Dr. Miranda
Summer/2006	MHS 6411	Counseling Children	3	15	Dr. Webb
Summer/2006	EDF 6481	Research Methods	3	18	Tba
Fall/2006	MHS 6510	Group Counseling for School Counselors	3	21	Dr. Brigman
Fall/2006	MHS 6410	Counseling Theories/Techn.	3	24	Dr. Frain
Spring/2007	SDS 5010	Fundamentals of School C.	3	27	Dr. Brigman or Dr. Villares
Spring/2007	MHS 5930	Elective (e.g., Play Therapy, Family Involvement, Pathological conditions manifested by children – school/learning implications)	3	30	Tba
Summer/2007	MHS 6600	Consultation	3	33	Dr. Brigman
Summer/2007	MHS 6220	Appraisal and Evaluation	3	36	Dr. Miranda
Fall/2007	MHS 6700	Legal, Ethical	3	39	Dr. Kontosh
Fall/2007	MHS 6340	Career Counseling	3	42	Dr. Kontosh
Spring/2008	MHS 6800	Practicum	3	45	Drs. Webb, Brigman, Villares
Spring/2008	MHS 5428	Special Needs Populations	3	48	Dr. Kontosh
Summer/2008	SDS 6820	Internship	6	54	Drs. Webb, Brigman, Villares
Summer/2008	MHS 6430	Family Counseling	3	57	Dr. Peluso
Fall/2008	STA 6113	Statistics	3	60	Tba

Note: Variations to the course rotation are possible. Completion of the course sequence suggests graduation by the end of the Fall, 2008. Some courses may be offered on-line.