

Name of Contract: FAU- Florida Work Experience Program

Yes \_\_\_\_\_ Board Item  
 \_\_\_\_\_ Board Meeting Date

**CONTRACT REVIEW CHECKLIST**

**Consistency with Law and School Board Policy:**

		Comments
Consistent with School Board Policy	YES	
Consistent with Florida, federal and local laws	YES	

**Contract Terms:**

		Comments
Term (Duration of Contract)	From the effective date to June 30, 2010.	
Termination Clause	Either party may terminate with 30 days written notice.	
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.	
Regulatory issues	No.	
Confidentiality Provision	No. The Contractor will not receive confidential student information.	
Warranties	No.	
Labor Issues	The Labor Relations Department should review any issues.	
Disclaimers	N/A	
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach	

**Business Principles:**

		Comments
Sound Business Principles	Yes.	
Reasonableness of Fees	Please refer to paragraph A(5) and B(3).	
Payment Terms -Lump sum, installments -Payment Due dates -Late fees	Please refer to paragraph A(5) and B(3).	

**Other Issues:**

		Comments
Conflict of Interest Disclosures	None	
Non-Negotiable Issues	No.	
Miscellaneous Issues	None	
Appropriate Departmental Sign-off		

**Special Considerations:**

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO

*[Signature]* 3/13/06  
 By: Attorney (Name and Date)

## FLORIDA WORK EXPERIENCE PROGRAM AGREEMENT

**THIS IS AN AGREEMENT**, entered into on this 18<sup>th</sup> day of July 2005, between Florida Atlantic University, a post-secondary educational institution of the State of Florida (The "Institution") and Palm Beach County School Board, an eligible employer (The "Employer"), for the purpose of providing work for students eligible to participate in the Florida Work Experience Program pursuant to Section 1009.77, Florida Statutes.

The Institution has funds from the State of Florida, pursuant to Section 1009.77, Florida Statutes, to provide financial assistance for students to work in the public schools of this state.

The Institution and the Employer desire that certain of the Institution's students engage in work under the Florida Work Experience Program authorized by Section 1009.77, Florida Statutes.

The Employer is in a position to utilize the services of such students.

In consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

A. The Employer agrees:

1. To utilize the services of qualified students referred to it by the Institution who are eligible to participate in the Florida Work Experience Program. A detailed job description and rate of pay for each student must be completed in the format as set forth on the attached "Exhibit A". Any subsequent changes in the job description or student's rate of pay must be reported on an amended "Exhibit A" form and must be agreed upon by the Institution before changes become effective.
2. To comply with all appropriate federal and state civil right laws.
3. To employ students to perform only work that will not be sectarian related.
4. To insure that students will be employed as a teacher/Instructional aide rendering services under supervision.
5. The Employer for the purposes of this agreement further agrees to:
  - a. Supervise in a reasonable manner the work performed by the student(s);
  - b. Pay directly to employed students their total compensation less appropriate deductions at least once a month at a rate of pay at least equal to the higher of either the federal or state minimum wage and;
  - c. Bear the costs of any employee benefits, including all payments due as an employer's contribution under State Worker's Compensation laws, federal Social Security laws, and other applicable laws
  - d. Claim reimbursements only for wages
    - i. That do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Agreement and "Exhibit A"; and
    - ii. Paid to students certified as eligible by the Institution.
  - e. Maintain a daily record of the hours worked by each student on a form designed by the employer for that purpose and submit copies to the Institution when requesting reimbursement.
  - f. Submit to the Institution, on the appropriate forms, monthly payroll information as required by the Institution for any compensation earned or paid during the preceding months regardless of the timing of the Employer's regular payroll periods.
  - g. Make available upon request by the Department of Education or other State of Florida personnel, its payroll records for students paid under this agreement for audit purposes.
6. To notify the Institution of any changes affecting the student's employment.

**B. The Institution agrees:**

1. To determine which students meet the eligibility requirements for employment under the FLORIDA WORK EXPERIENCE PROGRAM in accordance with Florida Statutes and Administrative rules established by the State Board of Education.
2. To refer to the Employer only those students eligible for the program who are qualified for employment.
3. To reimburse the Employer to the extent of 100% of students' gross wages. Said reimbursement is to be made 30 business days following receipt by the Student Employment Office of the Employer's properly completed payroll information.
4. To notify the Employer of any student who may become ineligible.
5. To review with the student(s), the terms of "Exhibit A" form.

**C. Both parties agree:**

1. The total reimbursable payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of reimbursable hours of work performed by the student. The number of hours any student may work during any period must be agreed upon prior to the commencement of employment.
2. This agreement shall be subject to the provisions of Section 1009.77, Florida Statutes, the rules adopted hereunder, and all legislation and rules pertaining to the Florida Work Experience Program.
3. This Agreement may be amended upon mutual written consent of the Employer and the Institution.
4. This Agreement may be terminated by either party if there is a failure by the other party to comply with the material provisions of this Agreement. The Institution's obligation to pay is limited to the availability of funds pursuant to the Florida Work Experience Program. The Agreement may be terminated without penalty in the event that funds are no longer available to fulfill the purpose of this Agreement.
5. This Agreement will terminate on the 30<sup>th</sup> day of June 2010, or after 30 days' written notice by either party, whichever comes first.
6. It is understood by the parties that all students provided to the participating community schools pursuant to this Agreement are Palm Beach County Public Schools' employees subject to the Rules of the School Board and applicable labor contracts.
7. The parties shall comply with the Florida Educational Equity Act and other federal and state laws, which prohibit discrimination on the basis of race, sex, national origin, religion, marital status or handicap.

**D. Jurisdiction and Venue**

This Agreement shall be governed by the laws of the State of Florida, and if any dispute arises, the venue shall be in Palm Beach County, Florida.

BY:  DATE: 3/10/06  
Signature of Institutional Representative

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature of School Board Chairman

Reviewed and Approved as to  
Form and Sufficiency:

BY:  DATE: 3/9/06  
Office of General Counsel - Florida Atlantic University

Reviewed and Approved as to  
Form and Sufficiency:


BY:  DATE: 3/13/06  
Office of Chief Counsel to the School Board of Palm Beach County



EXHIBIT A
FLORIDA WORK EXPERIENCE PROGRAM
EMPLOYMENT AUTHORIZATION

SECTION I. EMPLOYMENT REFERRAL

DATE SUBMITTED \_\_\_\_\_

Student's Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Allocation:
Fall \$: \_\_\_\_\_ Spring \$: \_\_\_\_\_ Total \$: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

SECTION II. EMPLOYMENT CONTRACT

This position has been created for the Florida Work Experience Program and may be filled only by students eligible to participate in the program.

The effective dates of this Employment Agreement, for the position listed below are for the period \_\_\_\_\_ to \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

Hourly Wage: \_\_\_\_\_ Maximum Hours per Week: \_\_\_\_\_

(All signatures must be obtained for this Employment Authorization Form and the conditions in the Participation Agreement to be considered by Florida Atlantic University.)

University Representative's Name Title Date

University Representative's Signature

Employer Representative's Name Title Date

Employer Representative's Signature

Student's Signature Date

IMPORTANT: The completed form must be returned to FAU's Student Employment Office.



**EXHIBIT A**  
**FLORIDA WORK EXPERIENCE PROGRAM**  
**EMPLOYMENT AUTHORIZATION**

**SECTION I. EMPLOYMENT REFERRAL** **DATE SUBMITTED** \_\_\_\_\_

**Student's Name:** \_\_\_\_\_ **SS#:** \_\_\_\_\_

**Allocation:**  
**Fall \$:** \_\_\_\_\_ **Spring \$:** \_\_\_\_\_ **Total \$:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**SECTION II. EMPLOYMENT CONTRACT**

This position has been created for the Florida Work Experience Program and may be filled only by students eligible to participate in the program.

The effective dates of this Employment Agreement, for the position listed below are for the period \_\_\_\_\_ to \_\_\_\_\_

**JOB TITLE:** \_\_\_\_\_

**Hourly Wage:** \_\_\_\_\_ **Maximum Hours per Week:** \_\_\_\_\_

(All signatures must be obtained for this Employment Authorization Form and the conditions in the Participation Agreement to be considered by Florida Atlantic University.)

\_\_\_\_\_  
**University Representative's Name** **Title** **Date**

\_\_\_\_\_  
**University Representative's Signature**

\_\_\_\_\_  
**Employer Representative's Name** **Title** **Date**

\_\_\_\_\_  
**Employer Representative's Signature**

\_\_\_\_\_  
**Student's Signature** **Date**

**IMPORTANT: The completed form must be returned to FAU's Student Employment Office.**

**Addendum to the Consultant Contract, Concerning Fingerprinting, to the Agreement Between the School Board of Palm Beach County ("School Board") and \_\_\_\_\_ ("Consultant")**

The parties have entered into a Consultant Contract dated \_\_\_\_\_ for the Consultant to provide certain services to the School District. The parties wish to amend the Consultant Contract based upon the terms and conditions contained herein. The following language is hereby incorporated into the Consultant Contract:

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Consultant. If Consultant can demonstrate that it is not practicable to have the fingerprinting done by the School District's Police Department, Consultant will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Consultant shall not begin providing services contemplated by this Consultant Contract until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. 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 delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

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

[ Consultant ]

The School Board of Palm Beach County

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

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General Counsel

Florida Atlantic University

*[Handwritten signature]*  
9/18/06