



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

Amendment Number 1
Date of Amendment 06/06/2007

Consultant/Service Provider Triumph HRMS Consulting, Inc.

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

Revise the Agreement approved and amended by the School Board on March 14, 2007 as follows:

Extend support for post production in PeopleSoft for Payroll through August 31, 2007.

Maximum number of hours to be increased by 360

Not to exceed \$57,600.

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

CONSULTANT/SERVICE PROVIDER INFORMATION

NAME (type or print)

SOCIAL SECURITY NUMBER (last four digits only) / EMPLOYEE ID NUMBER

MAILING ADDRESS

CITY / STATE / ZIP CODE

TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

SIGNATURES

SIGNATURE OF CONSULTANT / SERVICE PROVIDER TITLE DATE

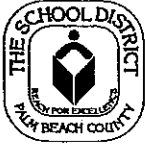
SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR DATE

SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT DATE

SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE

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

**Reviewed and Approved
as to Legal Sufficiency**
Kalvin... 6/11/07



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
School District Consultant Agreement

PO 0007020849

| | | |
|---|--------------------------------------|-------|
| AGENDA ITEM NUMBER | BOARD MEETING DATE March 14, 2007 | |
| CONTACT Mike Burke | PX | 48584 |
| SCHOOL / DEPARTMENT Chief Financial Office | | |

Agreement between the School Board of Palm Beach County and
Triumph HRMS Consulting, Inc.

THIS AGREEMENT is entered into this fourteenth day of March, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Triumph HRMS Consulting, Inc. 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 April 1, 2007 and shall end on June 30, 2007

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

PeopleSoft Version 8.9 - Payroll/Post Production Support

B. Time, date, and location of services:

Consultant will work on site

3. CONSULTANT BACKGROUND INFORMATION

Education _____

Position and Address _____

Target Group/School/Department ERP Project Team

Approximate Number to be Served Support District ERP Implementation

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Mike Burke

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 \$83,200.00 The source of funds is ERP Department Budget

| DEPT | FUND | FUNC | ACCT | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|--------|---------|------------|------------|------------|
| 9028 | 3965 | 7410 | 569120 | 8369 | C405 | 000 | NPRJ |
| | | | | | | | |
| | | | | | | | |

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)*

Eighty-three Thousand, Two Hundred Dollars and 00/100

(\$ 83,200.00), for a maximum of 520 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: \$160.00 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:

Mike Burke

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 Jessica Lundsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or 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 conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement 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 be employed in the performance of this contract.

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. Each Party shall be responsible for its own 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 | Triumph HRMS Consulting, Inc. | SCHOOL BOARD OF |
| Address | C/O Kim Gulka | PALM BEACH COUNTY, FLORIDA |
| | 29 Charleston Road | Purchasing Department |
| | Etobicoke, Ontario Canada M9B 4M6 | 3300 Forest Hill Boulevard, Suite A 323 |
| | | West Palm Beach, Florida 33406 |
| Telephone # | (416) 409 - 4214 | Extension # |
| Consultant Email (required) | Kim.gulka@sympatico.ca | |

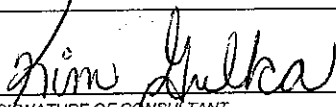

20. MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)




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 (PBSD 2075)
- "Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

- \$2,500 or less requires consultant and principal/director signature only.
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

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

| | | |
|---|--------|--|
|  | 3/7/07 | Kim Gulka |
| SIGNATURE OF CONSULTANT | DATE | PRINT NAME OF THE CONSULTANT |
|  | 3/8/07 | Mike Burke |
| SIGNATURE OF PRINCIPAL / DIRECTOR | DATE | PRINT NAME OF THE PRINCIPAL / DIRECTOR |

| | | |
|---|---------|--|
| SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT | DATE | PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT |
|  | 3/8/07 | Joseph Moore, Chief Operating Officer |
| SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER | DATE | PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER |
|  | 3/8/07 | Kalinthia Dillard |
| SIGNATURE OF LEGAL SERVICES DESIGNEE | DATE | PRINT NAME OF THE LEGAL SERVICES DESIGNEE |
|  | 3/14/07 | William G. Graham |
| SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT | DATE | SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN |
| | | 3/14/07 |
| | | DATE |



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT OF SCHOOLS

Sharon Swan, Director
Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

(561) 434-8214 (Fax) (561) 963-3823
www.palmbeach.k12.fl.us/bids

March 9th, 2007

United States Department of Homeland Security
Bureau of Customs and Border Protection
Port of Entry/Pre-flight Inspection

Dear Sir or Madam:

**RE: APPLICATION FOR NONIMMIGRANT STATUS
PURSUANT TO 8 C.F.R. 214.6
ON BEHALF OF KIM GULKA (MANAGEMENT CONSULTANT)**

This letter is submitted in support of an application to grant Ms. Gulka TN nonimmigrant status as a professional management consultant pursuant to the North America Free Trade Agreement between the United States, Canada and Mexico. We are in need of Ms. Gulka's consultancy and expertise in information technology and human resource management within the public sector.

The Palm Beach County School District, located in West Palm Beach, Florida is the 5th largest school district in Florida and the 11th largest in the nation with approximately 22,000 employees and a total budget of \$3.4 Billion. Recently, the District implemented a new Human Resources Management System (HRMS) to manage their Human Resources, Benefits and Payroll processes and provide a seamless repository of employee data. Recruiting applicants, providing good customer service and meeting regulatory requirements has become an increasingly complex and real-time demand, requiring rapid access to accurate information. Meeting these demand required the District to improve business practices and replace their administrative computing system.

Ms. Gulka is a Canadian citizen with over 15 years experience in information technology and consulting in relation to technical aspects of human resource and payroll systems. Additionally, Ms. Gulka has obtained her certificate from Ryerson Polytechnic University in Human Resources Management which was granted in 1995. Ms. Gulka is also a member of the Human Resources Professional Association of Ontario and has been granted a certificate in Human Resources Management from the Association. She is also a member of the Canadian Payroll Association and attained the designation of Certified Payroll Manager (CPM). Ms. Gulka has extensive experience managing and consulting with a focus on technology and systems with respect to human resource management. Since 1990 Ms. Gulka has been instrumental in assisting, recommending and implementing technology management solutions designed to improve human resource management.

Ms. Gulka will provide consulting services to The School District of Palm Beach County in the following areas: conducting information technology reviews and recommendations for improvements; conducting studies to review information technology systems and procedures; presentation and recommendations for consideration; reviewing and analysing management and payroll procedures; establishing procedures for management of human resources / payroll systems; analysing business functions; analysing and assessing information requirements; analysing and assessing business processes; analysing and evaluating information for human resources management planning.

Palm Beach County Schools – Rated "A" by the Florida Department of Education 2005
(www.palmbeach.k12.fl.us)

An Equal Education Opportunity Provider

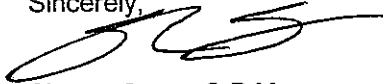
A complete professional profile of Ms. Gulka is attached for your additional consideration.

We are requesting that Ms. Gulka be granted TN nonimmigrant status for one year as a management consultant. In this capacity, Ms. Gulka will provide assistance to The School District of Palm Beach County in its goals to meet the demands and needs of growth. It is anticipated that Ms. Gulka's services will allow for increased expertise revenue for The School District.

Based upon Ms. Gulka's industry related experience, education and technical background we believe she is highly qualified as a management consultant. Ms. Gulka will be hired in her capacity as an independent contractor to provide management consulting services. She will be compensated at an hourly rate of \$160.00

We respectfully request your approval of this application for TN nonimmigrant status pursuant to the North American Free Trade Agreement.

Sincerely,



Sharon Swan, C.P.M.
Director of Purchasing