



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

### Amendment to Consultant/Service Provider Memorandum of Agreement

Amendment Number

1

Date of Amendment

10/24/2012

Consultant/Service Provider Alison Adler, Ed.D.

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 is a request to amend the current contract (PO# 2013003939) between the School Board of Palm Beach County, Florida and Alison Adler, Ed.D. The contract, having a term from July 1, 2012 to June 30, 2013, is being amended in order to provide for additional deliverables and to increase the financial impact from \$2,500 to \$19,000, an increase of \$16,500. The Consultant will:

- \* provide lectures and training relating to the School District of Palm Beach County and Single School Culture © Initiatives;
- \* continue to work with CTA representatives and District principals in assessing ongoing climate issues and to provide training relating to addressing such climate issues;
- \* develop a protocol for working with schools where there are identified issues that remain unresolved
- \* assist the School Board by providing training on the Ethics initiative.

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

Alison Adler, Ed.D.

Name of Consultant and Title (print/type)

Alison Adler

Signature of Consultant/Service Provider

10/12/12

Date

2013003939

Purchase Order Number

Davis Andrews 10/24/12

Signature of Chief Academic Officer/Chief Operating Officer

Date

[Signature]

Signature of Authorized School/Department Administrator

Date

[Signature]

Signature of Legal Services Representative

Date

10-15-12

[Signature]

Signature of Area/Assistant Superintendent

Date

[Signature]

Signature of Superintendent/Designee

Date

Signature of School Board Chairman (if over \$10,000)

Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**School District  
 Consultant Agreement**

Agenda Item #	Board Meeting Date
Contact Keith Oswald	PX 50900
School / Department Department of Safe Schools	

Agreement between the School Board of Palm Beach County and

Alison Adler, Ed.D.

THIS AGREEMENT is entered into this 27th day of June of 2012 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Alison Adler, Ed.D.

Alison Adler, Ed.D., 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 7/1/2012 and shall end on 6/30/2013
2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Consultant will work with school leaders to support the implementation of Single School Culture on their campuses.

B. Time, date, and location of services:

Various

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Alison Adler, Ed.D.

Education Ed.D.-Boston University - 1981 in Curriculum/Evaluations

Position and Address Consultant, 3977 N.W. 53rd Street, Boca Raton, FL 33496

Target Group/School/Department School Leaders

Approximate Number to be Served Districtwide

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

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

**FINANCIAL IMPACT**

The financial impact is \$2,500 The source of funds is JPB Foundation Grant

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9010	4837	6402	531010	0000	SS01	000	2012

**6. 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.palmbeachschools.org/> 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)

Two thousand five hundred dollars

(\$ 2,500 ), for a maximum of 50 hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \$50

Flat Rate: \_\_\_\_\_

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

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: Keith Oswald

**7. CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School Board 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 (PBSD 2220) which is attached hereto and incorporated herein as Exhibit C.

**8. BACKGROUND CHECKS/FINGERPRINTING**

The Jessica Lunsford 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 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 FS §436.04 will be employed in the performance of this Agreement.

**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 Board and to the fullest extent permitted bylaw, protect, defend, indemnify and hold harmless the Board, its 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 Board 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 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 Agreement. Estimated travel expense is not to exceed \_\_\_\_\_ for the term of the Agreement. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 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 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 Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement and the Board will only be required to pay that amount of the Agreement 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 Board reserves the right to cancel this Agreement 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 Agreement completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this Agreement. 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 Board 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

**18. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Consultant shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit other lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

such as those specified in the Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, department, or other sanctions.

**19. 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.

**20. 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:

<p>Consultant <u>Alison Adler, Ed.D.</u></p> <p>Address <u>3977 N.W. 53rd Street</u> <u>Boca Raton, FL 33496</u></p>	<p>SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA Purchasing Department 3300 Forest Hill Boulevard, Suite A 323 West Palm Beach, Florida 33408</p>
--	--

Telephone # ( 561 ) 994 - 6607 Extension # \_\_\_\_\_

Consultant E-mail (Required) aadler222@gmail.com

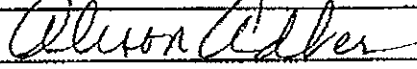
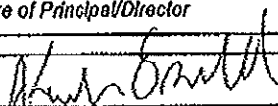

**21. MANDATORY CONTRACT DOCUMENTS**

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 (PBSD 2076 see page 5)
- "Exhibit B - "Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997 see page 6)

- \$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.**

	<u>6/21/12</u>	<u>Alison Adler</u>
<i>Signature of Consultant</i>	<i>Date</i>	<i>Print Name of Consultant</i>
<i>Signature of Principal/Director</i>	<i>Date</i>	<i>Print Name of Principal/Director</i>
		<u>Keith Oswald</u>
<i>Signature of Area/Assistant Superintendent</i>	<i>Date</i>	<i>Print Name of Area/Assistant Superintendent</i>
		
<i>Signature of Chief Academic/Operating Officer</i>	<i>Date</i>	<i>Print Name of Chief Academic/Operating Officer</i>
<i>Signature of Legal Services Designee</i>	<i>Date</i>	<i>Print Name of Legal Services Designee</i>
<i>Signature of E. Wayne Gont Superintendent</i>	<i>Date</i>	<i>Signature of Frank A. Barberi, Jr. Esq. School Board Chairman</i>
		<i>Date</i>