

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 06-19-07	<table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none; text-align: center;">Open Agenda Yes <input checked="" type="checkbox"/> No</td><td style="width: 50%; border: none; text-align: center;">Time Certain Request Yes <input checked="" type="checkbox"/> No</td></tr></table>	Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input checked="" type="checkbox"/> No	Agenda Item Number H-1
Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input checked="" type="checkbox"/> No			

TITLE:

Agreement Between The School Board of Broward County, Florida and Nova Southeastern University School, Inc.

REQUESTED ACTION:

Approve the Agreement Between The School Board of Broward County, Florida and Nova Southeastern University School, Inc. (NSU)

SUMMARY EXPLANATION AND BACKGROUND:

The Law Clerk Program was originally instituted in 2001. This program provides additional assistance to the School Board Attorney's Office while enhancing and providing practical educational opportunities for law students selected to participate in the program.

The current Agreement expires on June 30, 2007. The attached Agreement provides for the continuation of the program for the period of July 1, 2007 through June 30, 2009. In addition, paragraph five of the agreement was amended to provide that law clerks may work more than 20 hours per week during NSU's summer, spring, and winter breaks.

SCHOOL BOARD GOALS:

- ☐ •Goal One: All students will achieve at their highest potential.
- ☐ •Goal Two: All schools will have equitable resources.
- ☐ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- ☒ •Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

Law Clerks are paid at the rate of \$20 per hour for a maximum of 20 hours per week except as noted above. The financial impact to the district to employ up to four law clerks would be approximately \$94,000 per year. The source of funds is the General Counsel's department budget.

EXHIBITS: (List)

1. Agreement Between The School Board of Broward County, Florida and Nova Southeastern University School, Inc.

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Edward J. Marko, Esq.

754-321-2050

Name

Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Office of The School Board Attorney

Edward J. Marko, General Counsel

Approved in Open Board Meeting
on:

JUN 19 2007

By:

Revised November 28, 2006

JFN/EJM:jcf

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School Board Chair

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of June May 2007, by and between The School Board of Broward County, Florida (hereinafter referred to as "The School Board") and Nova Southeastern University School, Inc. (hereinafter referred to as "The Law School").

WITNESSETH:

WHEREAS, The School Board's in-house legal department requires additional assistance that could be provided by law clerks and wishes to institute a Law Clerk Program; and

WHEREAS, the opportunity to serve as a law clerk in The School Board's in-house legal department would enhance the legal education of a law student selected to participate in the Law Clerk Program; and

WHEREAS, the Law School desires to assist in providing practical educational opportunities for the Law School's students while providing assistance benefiting The School Board's legal department.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

RECITALS

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of this Agreement shall be from July 1, 2007 through June 30, 2009 unless terminated earlier pursuant to paragraph 19.
3. The School Board shall employ up to four law clerks at any one time to assist in The School Board's legal department during the 2007-2008 and 2008-2009 fiscal years.

4. The School Board shall pay the gross wage of \$20.00 per hour for the services rendered to it by any law clerk under this Agreement. Said wage may be subject to federal withholding and Social Security Alternative Plan deductions. No other general benefits shall inure to the law clerks.

5. The School Board will not employ any law clerk for more than twenty (20) hours per week, except that during winter and spring breaks, and during the summer, the School Board Attorney has the option of employing the law clerks for more than twenty (20) hours per week.

6. The exact term of each law clerk's employment shall be agreed upon by the law clerk and The School Board Attorney.

7. The Law School shall assist The School Board in obtaining law clerks for the Law Clerk Program by notification and advertisement of the position within its student body publications. The Law School shall further screen applicants who indicate an interest, and shall submit to The School Board Attorney the names of several potential law clerks to be interviewed.

8. The School Board Attorney shall notify The School Board of the name and background information applicable to each law clerk selected under this program.

9. Each student applying or participating in the Law Clerk Program shall sign the letter of understanding attached to this Agreement. Prior to employment, each potential law clerk must be fingerprinted and photographed by The School Board for background screening and identification purposes. Each law clerk shall pay The School Board the costs of such fingerprinting, back ground screening and issuance of a school district identification card.

10. Each student shall be employed at-will, with no vested interest in the position of a law clerk.

11. Any law clerk employed by The School Board shall be subject to termination upon the sole discretion of The School Board Attorney.

12. Each law clerk shall represent that he/she is a registered student in attendance at The Law School and is not on academic probation. If the law clerk has a change of status different from the above, the law clerk shall advise the School Board Attorney and will no longer be eligible to serve in the capacity of a law clerk in the School Board's Law Clerk Program.

13. The School Board Attorney shall notify both The School Board and The Law School of the termination of a law clerk within five (5) business days of such termination. Said law clerk shall immediately deliver to The School Board Attorney any identification card(s), parking pass(es) and/or keys issued to the Law Clerk.

14. Any student who accepts a position as a law clerk may withdraw at any time.

15. The Office of the School Board Attorney will maintain time records on each law clerk who shall be paid accordingly on The School Board's appropriate payroll schedule.

16. Each party agrees to be fully responsible for its acts of negligence, or its agents' (which does not include the students for this Agreement) acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

17. The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

18. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19. This Agreement may be canceled by either party during the term thereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

20. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:

Edward J. Marko, Esquire
Office of the School Board Attorney
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To Nova Southeastern:

Robert Levine, Assistant Dean
Career Development
Nova Southeastern University School of Law
Shepard Broad Law Center
3305 College Avenue
Fort Lauderdale, Florida 33314

IN WITNESS WHEREOF the parties have executed this document the first date referred to herein.

Renee May
Witness

Natalia Export
Witness

NOVA SOUTHEASTERN UNIVERSITY,
INC.

by: Robert Levine
Robert Levine
Assistant Dean, Career Development

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of May, 2007
by Robert C. Levine of Nova Southeastern University, Inc. He/She took an oath
and is personally known to me or has produced
_____ as identification.

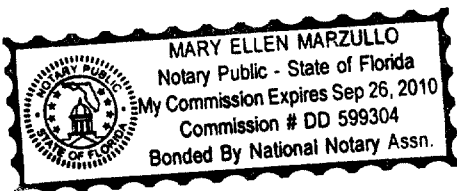
My Commission expires:

(SEAL)

Mary Ellen Marzullo
Signature - Notary Public


My Commission Expires:

Mary Ellen Marzullo
Printed Name of Notary

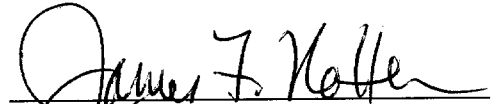


(Corporate Seal)

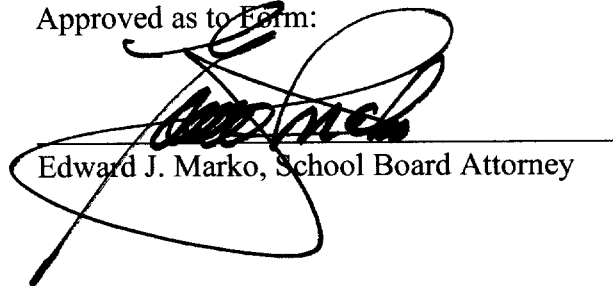
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
BEVERLY A. GALLAGHER, CHAIR

ATTEST:


JAMES F. NOTTER, INTERIM
SUPERINTENDENT OF SCHOOLS

Approved as to Form:


Edward J. Marko, School Board Attorney

Edward J. Marko, Esquire
Office of the School Board Attorney
The School Board of Broward County, FL
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

RE: LETTER OF UNDERSTANDING

Dear Mr. Marko:

In applying or in accepting a position of a law clerk, I represent that:

1. I have reviewed the Agreement between The School Board of Broward County, Florida and Nova Southeastern University School of Law (attached).

2. I agree to the terms and conditions set forth in the Agreement as it relates to the application and position of a law clerk at The School Board of Broward County, Florida.

3. I am a law student at Nova Southeastern University School of Law and not on academic probation.

4. I agree to be fingerprinted by The School Board and to pay the costs associated with such fingerprinting and for issuance of a School Board identification card.

5. I understand that my employment is at-will and that I may be terminated with or without cause and I can resign at any time without breach of contract.

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2007
by _____, Student of Nova Southeastern University School of Law.
He/She took an oath and is personally known to me or has produced _____
as identification.
(SEAL)

Signature - Notary Public

My Commission Expires:

Printed Name of Notary

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