



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Document Approval by Legal Services

DIRECTIONS: Allow two weeks for review and approval. **DO NOT** use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 07/19/06 Number of Copies Submitted 01

Name of Document Statement of Work 2, Formative Assessment Program and Related Services

School/Department Submitting Department of Assessment

Contact Person Janie Peters Telephone (561) 434 - 8664 PX 48664

Date Required 07/19/06 (DO NOT use "ASAP" - a specific date is required)

Is this a continuation/duplication of prior document? Yes No

If any changes, are they marked? _____

Is substance of document acceptable to your Assistant Superintendent or Director? Yes No

Are permits required? Yes No

Have required permits been obtained? Yes No N/A

Do you wish to pick up document? Yes No Pony? Yes No

Comments:

RECEIVED

JUL 19 2006

LEGAL SERVICES

Janie A. Peters
SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

06-19-06
DATE

Attorney Assigned [Signature]

Date of completion by Attorney 7.19.06

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)	The contract term for the Online Assessment Services Agreement with The Princeton Review (TPR) is from July 27, 2005 until TPR delivers and the School Board accepts all Deliverables in the various Statements of Work (Please refer to Section I of the Online Assessment Services Agreement dated July 27, 2005). The term of the Statement of Work 2 for AY 06-07 is July 27, 2006- June 30, 2007. (Please refer to Page 1 of SOW2).
Termination Clause	TPR may terminate upon 90 days written notice to the School Board. The School Board may terminate without cause upon 30 days written notice to TPR. (Please refer to Section IV of the Online Assessment Services Agreement dated July 27, 2005). The School Board may cancel the agreement for cause after giving TPR notice of deficiencies and 10 days opportunity to cure same. (Please refer to Section VII of the Online Assessment Services Agreement dated July 27, 2005).
Insurance /Liability Issues/ Indemnification	<u>Insurance:</u> Please refer to Section VI of the Online Assessment Services Agreement dated July 27, 2005. <u>Indemnification:</u> Please refer to Section V of the Online Assessment Services Agreement dated July 27, 2005 and SOW 2 page 17, paragraph 6. <u>Liability Issues:</u> TPR will credit the SB \$395.00 per each day that the Homeroom Assessment Center is unavailable. Please refer to SOW 2 page 17, paragraph 2(a).
Regulatory issues	None.
Confidentiality Provision	Yes. Please refer to Section XVII of the Online Assessment Services Agreement dated July 27, 2005.
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: West Palm Beach

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	\$2,032,771.00. Please refer to Page 18 of SOW 2.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	\$2,032,771.00. TPR will invoice based on completion of deliverables. Please refer to Page 18 of SOW 2.

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	N/A
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] 7/19/06
By: Attorney (Name and Date)