

This Agreement dated this 20 day of, April, 2006 by and between the Center for Creative Education, Inc. (CCE), and the School Board of Palm Beach County, Florida (BOARD), is for the purpose of securing certain services to be provided by CCE for the 2005-2006 academic school year.

WHEREAS, CCE has agreed to provide certain arts integration education programs and instructional services conducted by their professional staff and contracted consultants under this Agreement.

NOW, THEREFORE, in consideration of Eighty Five Thousand Dollars (\$85,000), the parties agree to the following:

1. This Agreement will be for the 2005-2006 academic school year of the BOARD.
2. The services provided by CCE will address the Goal 3 Standards of the Florida Curriculum Frameworks, with particular attention to School District Goals 1 – 5. CCE will also address specific Sunshine State Standards and Grade Level Expectations, as determined by each artist-teacher team.
3. The BOARD agrees to pay the Center for Creative Education, Inc. in nine (3) monthly installments of Twenty Six Thousand, Three Hundred Thirty Three Dollars (\$26,333) each, starting April 20, 2006. The last payment is due June 1, 2006. The BOARD will reserve \$6,000 for substitute release time for Project LEAP teachers.
4. CCE agrees to provide the following services conducted by their professional staff and contracted consultants:
 - a. A minimum of Eighty (80) Project LEAP artist – teacher arts integration collaborations, in which CCE’s professional artists will collaborate with district classroom teachers to plan and implement arts based lessons for academic curriculum.
 - b. A minimum of One Hundred (100) hours of faculty inservice in arts integration, arts based activities, multiple intelligence theory, curriculum mapping, concept mapping, FCAT strategies, and other topics including our summer institute.
5. CCE will conduct the following documentation and assessment:
 - a. All artist-teacher teams will submit a written summary of each lesson, an overview summary of the collaboration, and photographic documentation of the collaboration.
 - b. Each teacher will submit a written evaluation of the artist and the collaboration.
 - c. A CCE staff member will observe each collaboration, and submit a written evaluation.
 - d. Faculty members attending inservice events will do pre-tests and post-tests.
 - e. Faculty members attending inservice events will submit evaluations and documentation of implementation.
6. CCE will provide an annual report of services rendered to the Board by August 31, 2006.
7. This agreement may be renegotiated annually.
8. BOARD reserves the right to terminate this contract at any time and for any reason, upon giving thirty 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. The BOARD will only be required to pay to CCE that amount of the contract actually performed to the date of termination.
9. BOARD recognizes its liability for certain tortious acts of its agents, officers and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida’s partial waiver of sovereign immunity, provided, however, this provision shall not be construed as a waiver of any right of defense that the BOARD may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
10. CCE also recognizes its liability for certain tortious acts of its agents, officers and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida’s partial waiver of sovereign immunity, provided, however, this provision shall not be construed as a waiver of any right of defense that the CCE may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
11. In addition to any other obligation to indemnify The School Board of Palm Beach County, CCE shall protect, defend, indemnify and hold harmless the School Board of Palm Beach County, its agents, officers, appointed and elected officials, employees, consultants, and invitees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of

any actual or alleged bodily injury, sickness, disease or death—including any illness or injury sustained by or alleged to have been sustained by any trespasser, or to any person as a result of an attractive nuisance—, or injury to or destruction of tangible property, including the loss of use resulting therefrom, 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 CCE or its subcontractor(s), or anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in the performance of work, from the beginning of time to the end of the world; or violation of law, statute, ordinance, governmental administrative order, rule or regulation by any contractor in the insurance shall provide coverage against liability resulting under this Agreement. The performance of work; or liens, claims or actions made by CCE or any subcontractor 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 CCE of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. In this regard, CCE represents that it has obtained General Liability and Property Damage Insurance in an amount of at least 1,000,000.00 covering General Liability and 1,000,000.00 Property Damage. CCE shall name The School Board of Palm Beach County as additional named on the policy, and provide the Board with copy of said policy. CCE warrants that all employees, agents and contractors of CCE who are subject to professional liability insurance shall procure and maintain professional liability for the life of this agreement, plus two years after completion or termination thereof. The minimum limits of coverage shall be \$100,000.00 with a deductible not to exceed \$5,000.00. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this agreement shall be borne by CCE. Furthermore, CCE recognizes the broad nature of this Indemnification and Hold Harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by The School Board of Palm Beach County in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Agreement.

12. JURISDICTION AND VENUE – This agreement shall be governed by the laws of the State of Florida, and if any dispute arises, then venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed that day and year above written.

For and on behalf of:
CENTER FOR CREATIVE EDUCATION, INC.

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

BY _____
Board Chair

BY _____
Chairman

(SEAL)
Attest: _____

(SEAL)
Attest: _____

By: _____
Dr. Arthur Johnson, Superintendent
Arthur Johnson 3-13-06
Legal Department