

### CONTRACT REVIEW CHECKLIST

**Consistency with Law and School Board Policy:**

	<u>Comments</u>
Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

**Contract Terms:**

	<u>Comments</u>
Term (Duration of Contract)	2006-2007 Academic School Year
Termination Clause	The Agreement may be terminated by either party upon 30 days written notice to the other party.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	None.
Confidentiality Provision	No. Contractor will NOT receive confidential student information.
Warranties	No.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing law: Florida; Venue: Palm Beach County.

**Business Principles:**

	<u>Comments</u>
Sound Business Principles	Yes.
Reasonableness of Fees	Please refer to paragraph 2.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to paragraph 2.

**Other Issues:**

	<u>Comments</u>
Conflict of Interest Disclosures	None
Non-Negotiable Issues	No.
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]*  
 By: Attorney (Name and Date) 3/15/06

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between Florida Atlantic University, Board of Trustees, acting on behalf of Pine Jog Environmental Education Center, College of Education, Florida Atlantic University (FAU) and The School Board of Palm Beach County (PBCSB), is for the purpose of securing certain services to be provided by the Pine Jog Environmental Education Center of the College of Education of Florida Atlantic University (FAU) for the 2006-2007 academic school year.

WHEREAS, FAU has agreed to provide certain environmental education programs and instructional services conducted by the professional staff of Pine Jog Environmental Education Center under this Agreement; and

WHEREAS, the PBCSB will enter into an Agreement with FAU for the provision of these services; and

NOW, THEREFORE, in consideration of Thirty-one Thousand Dollars (\$31,000), the Parties agree as follows:

1. This Agreement will be for the 2006-2007 academic school year of the PBCSB.
2. The PBCSB agrees to pay to FAU Thirty-one Thousand Dollars (\$31,000) in one installment on or before May 15, 2007.
3. FAU will provide the following technical assistance and instructional services conducted by the professional staff of Pine Jog Environmental Education Center:
  - (a) Sixty (60) hours of professional development will be provided for a minimum of 50 teachers of ***Grades K-5, including but not limited to current Pine Jog model schools*** in the development of science literacy interdisciplinary instructional and/or science content. The sixty hours of professional development will be provided in two separate summer institutes of ***four*** consecutive days.
  - (b) Teachers participating in the services described in 3(a) may attend only one of the summer institutes.
  - (c) Technical assistance will be provided throughout the school year in support of planning and implementation of instructional lessons and units developed by teachers participating in services described in 3(a).
  - (d) FAU will provide an instructional session for teachers and administrators in conjunction with the August 2007 Science Symposium to be organized and implemented by PBCSB.
4. FAU will allocate a total of \$15,500 to be used as substitute pay, teacher stipends, ***or materials purchased*** in support of in-service and technical assistance described in Section 3(a) and Section 3(c). FAU will not withhold any taxes due on these amounts.
5. FAU will provide an annual report of services rendered to the PBCSB by August 30, 2007.
6. This Agreement may be renegotiated annually.

7. Each party 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, both Parties will be relieved of all obligations under said Agreement. The PBCSB will only be required to pay to FAU that amount of the Agreement actually performed to the date of termination.
8. PBCSB 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 PBCSB may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
9. FAU 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 FAU possesses and reserves all such rights as against any and all claims that may be brought under this Agreement.
10. ***JURISDICTION AND VENUE- This agreement shall be governed by the laws of the State of Florida, and if any disputes arises, then venue shall be in Palm Beach County.***

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

For and on behalf of:

FLORIDA ATLANTIC UNIVERSITY  
 BOARD OF TRUSTEES, acting on behalf  
 of Pine Jog Environmental Education Center,  
 College of Education, Florida Atlantic  
 University.

THE SCHOOL BOARD OF  
 PALM BEACH COUNTY

BY: \_\_\_\_\_  
 Gerald N. Goldberger, Ph.D.  
 Division of Research, Sponsored Research

BY: \_\_\_\_\_  
 Chairman

(SEAL)

(SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

BY: \_\_\_\_\_  
 Arthur C. Johnson, Ph.D., Superintendent

BY:  3/15/06  
 Signature of Approval by Legal Services