



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 08 / 03 / 2006 Number of Copies Submitted 3

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

School/Department Submitting Department of Assessment

Contact Person Janie Peters Telephone (561) 434 - 8664 PX 48864

Date Required 08 / 03 / 2006 (DO NOT use "ASAP" - a specific date is required)

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

If any changes, are they marked?

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

Are permits required? [] Yes [X] No

Have required permits been obtained? [] Yes [] No [X] N/A

Do you wish to pick up document? [X] Yes [] No Pony? [] Yes [] No

Comments:

Multiple horizontal lines for entering comments.

SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

DATE

Attorney Assigned

Handwritten signature of the department head.

Date of completion by Attorney

Handwritten date: 8/03/06

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 (SB) 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 3 is for AY 06-07(from August 3, 2006 – June 30, 2007). Please refer to Pages 1 and 7 of SOW3.
Termination Clause	TPR may terminate upon 90 days written notice to the SB. The SB 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 SB 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 SOW3 page 8, 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 SOW3 page 7, paragraph 1(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	\$476,300.00. Please refer to Page 8 of SOW3.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	\$476,300- TPR will invoice based on completion of deliverables. Please refer to Page 8 of SOW3.

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

[Handwritten Signature] 7/25/06
By: Attorney (Name and Date)