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**AGENDA SUBMISSION FORM
SCHOOL DISTRICT OF WALTON COUNTY, FLORIDA
WALTON COUNTY SCHOOL BOARD**

MEETING DATE:

July 1, 2008

AGENDA ITEM NUMBER:

5.01 (c)

A

TITLE:

Interagency Agreement between Nokuse Education, Inc. and the School Board of
Walton County, Florida

REQUESTED ACTION:

Please request approval of the attached interagency agreement between Nokuse Education, Inc. (Edward O. Wilson Biophilia Center) and the School Board of Walton County, Florida.

SUMMARY OF EXPLANATION AND BACKGROUND:

This agreement outlines the partnership activities to be undertaken between the E. O. Wilson Biophilia Center and the Walton School District and reflects the discussions, actions and expectations of both parties up to this time. A steering committee has already met to begin developing the grade 4 curriculum that will be featured. Both parties have agreed in principle to the components of this agreement.

EXHIBITS ATTACHED:

1. **Instructional Program Impact Statement:** This will place Walton County in the forefront of innovative science instruction and resources.
2. **Staffing Impact Statement:** None. Current personnel will be utilized.
3. **Financial Impact Statement:** None immediately. Costs will be incurred for professional development and transportation as the instruction is developed and implemented.

PREPARED BY:

Dr. David Jeselnik

cmf

BOARD ACTION:

- ☐ Approved ☐ Disapproved
☐ Other (specify) _____

(For use by official Board Record's office only)

SOURCE OF ADDITIONAL INFORMATION:

Name: David Jeselnik

Phone: 892-1100 ext. 1513

SDWC-229

**NOKUSE EDUCATION, INC.
And
SCHOOL BOARD OF WALTON COUNTY, FLORIDA**

AGREEMENT

THIS AGREEMENT entered into between NOKUSE EDUCATION, INC., a non-profit corporation, who owns and operates the EDWARD O. WILSON BIOPHILIA CENTER, and the SCHOOL BOARD OF WALTON COUNTY, FLORIDA.

NOKUSE EDUCATION, INC., who owns and operates the EDWARD O. WILSON BIOPHILIA CENTER, and the SCHOOL BOARD OF WALTON COUNTY, FLORIDA, agree to develop an instructional partnership that will maximize the use of area natural resources and community expertise while providing a redesigned science curriculum based upon relevant and real-world instruction.

An expressed goal of this partnership will be to develop in our students, at an early age, an understanding and appreciation of our natural resources so as to encourage them to be good stewards of our environment as they assume their adult lives.

SCHOOL BOARD OF WALTON COUNTY, FLORIDA'S COMMITMENT

As a principal party in this partnership, the SCHOOL BOARD OF WALTON COUNTY, FLORIDA:

1. Agrees to provide students to support the Biophilia Center educational programs, initially beginning with grade 4 and adding a middle school grade and a high school grade (or subject area) as the initial cohort progresses through school. Transportation costs will be assumed by the Board.
2. Will provide its teachers with professional development and other training opportunities so they will be prepared to both take advantage of and assist the Biophilia Center staff with its educational programs.
3. Will continue to pursue grant opportunities that will support and accelerate full implementation of the Biophilia Center educational programs.

4. Will assist the Biophilia Center in enhancing the educational qualifications of its staff by providing access to District professional development opportunities and assistance in obtaining professional certification.

5. Provide central staff and teacher release time, as necessary, to assist in the development and planning of Biophilia Center educational programs.

6. To the extent permitted by law, to indemnify and hold harmless NOKUSE EDUCATION, INC., who owns and operates the EDWARD O. WILSON BIOPHILIA CENTER, its employees and representatives from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on its part or on the part of its officers, agents and employees in carrying out the provisions of this agreement.

NOKUSE EDUCATION, INC., WHO OWNS AND OPERATES THE EDWARD O. WILSON BIOPHILIA CENTER'S COMMITMENT

As a principal party in this partnership, NOKUSE EDUCATION, INC., who owns and operates the EDWARD O. WILSON BIOPHILIA CENTER:

1. Will develop and provide detailed, coordinated learning experiences that are fully aligned with Florida's Next Generation Sunshine State Standards in partnership with the SCHOOL BOARD OF WALTON COUNTY, FLORIDA.

2. Will design learning experiences that:

- (a) Are hands on and project based
- (b) Focus upon real-world conditions and concerns
- (c) Maximize the use of small-group instruction
- (d) Require interactive communication between participants
- (e) Emphasize problem solving and critical thinking
- (f) Require students to operate at a higher depth of knowledge
- (g) Highlight curricular connections to multiple academic disciplines

3. Will feature educational programs that provide one week of interaction for students at selected elementary grades, middle school grades

and high school grades (or subject areas), including pre and post program activities that will substitute for appropriate portions of the grade-level curriculum.

4. Will develop and support smaller, single-day activities and nature trail experiences (available through request) to be utilized by students in the non-target grade levels.

5. Will provide qualified and motivated students internship opportunities to participate in Nokuse conservation efforts.

6. Will provide professional development opportunities to teachers to maximize their support of Biophilia Center educational programs.

7. Join with the SCHOOL BOARD OF WALTON COUNTY FLORIDA to explore the use of Biophilia Center staff and facilities in support of an environmental science/natural resource management career academy.

8. Will have all of its employees who will be in contact with Walton County School District students, or who will be on a Walton County School district campus, fingerprinted and level 2 screening conducted on them in accordance with Section 1012.456, Florida Statutes, commonly known as the "Jessica Lunsford Act."

9. To indemnify and hold harmless the SCHOOL BOARD OF WALTON COUNTY, FLORIDA, its officers, agents and employees from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on its part or on the part of its officers, agents and employees in carrying out the provisions of this agreement.

TERMINATION

This agreement may be terminated at the end of any WALTON COUNTY SCHOOL DISTRICT year by either party, without cause, providing the terminating party gives the other party 90 days written notice.

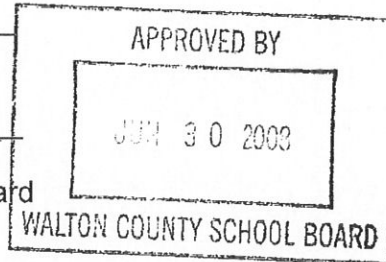
THIS AGREEMENT shall become effective on the date the last party hereto executes this Agreement.

SCHOOL BOARD OF WALTON
COUNTY, FLORIDA

BY: *Darrell Barnhill*
DARRELL BARNHILL – Chairman

ATTEST: *Carlene H. Anderson*
CARLENE H. ANDERSON
Superintendent and Secretary to the Board

DATE EXECUTED: 6/30/08



NOKUSE EDUCATION, INC., who owns
and operates EDWARD O. WILSON
BIOPHILIA CENTER

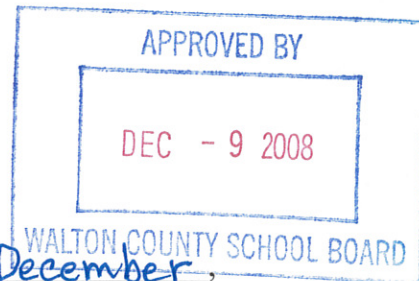
BY: *M. C. Davis* 7-15-08
Printed Name M. C. DAVIS
Its: CEO

ATTEST: *Christina Scally*
Printed Name: Christina Scally
Its: President

DATE EXECUTED: 7-15-08

ORIGINAL

LEASE AGREEMENT



LEASE AGREEMENT made this 9th day of December,

2008, between NOKUSE EDUCATION, INC., (a/k/a E. O. WILSON BIOPHILIA CENTER), with an address of 11490 Emerald Coast Parkway, Suite 300, Box 3, Miramar Beach, FL 32550, (hereinafter referred to as "Landlord") and THE SCHOOL BOARD OF WALTON COUNTY, FLORIDA, whose address is 145 Park Street, Suite 3, DeFuniak Springs, Florida 32433, (hereinafter referred to as "Tenant").

IT IS THEREFORE AGREED:

1. **PREMISES:** The landlord shall lease to the Tenant the four (4) classrooms located in the West Building of The E. O. Wilson Biophilia Center, 4956 State Highway 20 East, Freeport, FL 32439.
2. **LEASE TERM.** The term of this lease shall be for a period of one (1) year, commencing July 1, 2009, and terminating June 30, 2010. The lease term can be extended only by mutual agreement of the parties hereto.
3. **RENTAL AMOUNT.** The Tenant shall pay to the Landlord an annual sum of one dollar (\$1.00) to lease the property. Rental payments shall be paid annually on July 1, in the amount of one dollar (\$1.00).
4. **OPTION TO RENEW.** The Tenant shall have an option to renew lease on the premises for a one (1) year period upon the following terms and conditions.

SAME AS THIS LEASE

The Tenant's option to renew must be exercised in writing and must be received by the

Landlord no less than sixty (60) days before the expiration of this lease or any extensions thereof.

5. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Lease Agreement or the breach thereof shall be settled by litigation in the State Courts of Walton County, Florida.

6. **NO VIOLATION OR BREACH.** The Landlord and the Tenant warrant and represent each to the other that the performance of this agreement does not violate any laws, statutes, local ordinances, state or federal regulations, regarding controlled substances, or otherwise, or any court order or administrative order or ruling, nor is such performance in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.

7. **BENEFIT.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

8. **NOTICES.** Any notice required or desired to be given under this agreement shall be deemed given if in writing sent by certified mail to the addresses of the parties to this Lease Agreement as follows:

LANDLORD:

M. C. Davis or Christy Scally
The E. O. Wilson Biophilia Center
11490 Emerald Coast Parkway, Suite 300, Box 3
Miramar Beach, FL 32550

TENANT:

THE SCHOOL BOARD OF WALTON COUNTY, FLORIDA
145 Park Street, Suite 3
DeFuniak Springs, FL 32433

9. **CAPTIONS.** Captions are used in this agreement for convenience only

and are not intended to be used in the construction or in the interpretation of this agreement.

10. **INVALID PROVISION.** In the event any provision of this agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions hereof, which shall continue in full force and effect.

11. **ENTIRE AGREEMENT.** This agreement contains the entire understanding of the parties. It may not be changed orally. This agreement may be amended or modified only in writing that has been executed by both parties hereto.

12. **INTERPRETATION.** This Lease Agreement shall be interpreted under the laws of the State of Florida.

13. **OTHER.** This Lease Agreement does not cause Tenant any obligations, duties or expenses beyond the stated consideration.

LANDLORD

NOKUSE EDUCATION, INC.

BY: 

Printed Name: M. C. DAVIS

Title: CEO

12-15-08
DATE

TENANT

THE SCHOOL BOARD OF WALTON COUNTY, FLORIDA

BY: 

WILLIAM E. LAIRD - Chairman

ATTEST: Carlene H. Anderston
CARLENE H. ANDERSTON
Superintendent and Secretary to the Board

DATE: _____

