

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)	August 1, 2006- July 31, 2008; Contract may be renewed for one term not to exceed 3 years- Please refer to Attachment Section D(12) (Page 37).
Termination Clause	The contract may be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party. The contract may be terminated for the School Board's non-performance upon no less than 24 hours notice in writing. Please refer to Section III(C).
Insurance /Liability Issues/ Indemnification <i>7-10-06</i> <i>Insurance language is sufficient.</i> <i>(BAM)</i>	Risk Management should review and approve all insurance clauses. Insurance: The School Board's obligations are set forth in I(G). Indemnification: The School Board's obligations are set forth in I(F). Liability Issues: Force Majeure clause- Please refer to Attachment Section D(6) (Page 36); Liquidated damages clause in Attachment Section D(13) (Page 37).
Regulatory issues	Please refer to Section C2.
Confidentiality Provision	The School Board's obligations are set forth in I(H) and Attachment Section B(4)(b)(3) Confidentiality of Records (Page 22).
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida- Please refer to Section I(C)(1); Venue in Leon County, Florida- Please refer to Attachment Section D(9) (Page 37).

Business Principles:

	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	DCF will pay the School Board an amount not to exceed \$1,662,500.00. Please refer to Section II(A).
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	DCF's obligations are set forth in Sections II(A) and II(B). The School Board's obligations are set forth in Sections I(J) and I(Q) and Attachment Section C Method of Payment (Page 30).

Other Issues:

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	DCF unwilling to agree to mutual indemnification provision.
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 By: Attorney (Name and Date) *7/6/06*