f Contract: DKB Consulting, Inc	Board Meetin		
	*Form Consultant Contract PBSD 1420 with Add		
CONTRAC	CT REVIEW CHECKLIST		
Consistency with Law and Scho			
Consistency with Law and Sch	Comments		
Consistent with School Board Policy	YES		
Consistent with Florida, federal and local laws	YES		
Contract Terms:	Comments		
Term (Duration of Contract)	January 22, 2007-June 30, 2007; Please refer to Section 1.		
Termination Clause	Board may terminate without cause upon giving thirty (30) days notice to other party. If the consultant is in default, the Board may cancel contract upon five (5) days notice to the other party. Please refer to Section 16.		
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Indemnification: Please refer to Section 11.		
Regulatory issues	None		
Confidentiality Provision	No (Consultant will NOT receive student Information); Please refer to Section 7.		
Warranties	N/A		
Labor Issues	The Labor Relations Department should review any issues.		
Disclaimers	N/A		
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Section 15.		
Business Principles:	Comments		
Sound Business Principles	Yes.		
Reasonableness of Fees	\$101,200,00; Please refer to Section 6.		
Payment Terms Lump sum, installments Payment Due dates Late fees	\$110.00 per hour; Please refer to Section 6.		
Other Issues:	Comments		
Conflict of Interest Disclosures	None		
Non-Negotiable Issues	None		
Miscellaneous Issues	Please refer to Addendum.		
Appropriate Departmental Sign-off			
Special Considerations:	ned to the appropriate District staff and/or Division Chief. YES □ NO □		

<u>Yes</u>	Board Item		
	Board	Meetina	Date

*Form Consultant Contract PBSD 1843

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)	January 22, 2007-August 31, 2007; Please refer to Section 1 of original agreement and 1 st Amendment.		
Termination Clause	Board may terminate without cause upon giving thirty (30) days notice to other party. If the consultant is in default, the Board may cancel contract upon five (5) days notice to the other party. Please refer to Section 16 of original agreement.		
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Indemnification: Please refer to Section 11 of original agreement.		
Regulatory issues	None		
Confidentiality Provision	No (Consultant will NOT receive student information); Please refer to Section 7 of original agreement.		
Warranties	N/A		
Labor Issues	The Labor Relations Department should review any issues.		
Disclaimers	N/A		
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Section 15 of original agreement.		
Business Principles:	Comments		
Sound Business Principles	Yes.		
Reasonableness of Fees	\$140,800.00 (1 st amendment increases amount by \$39,600.00); Please refer to Section 6A of original agreement and 1 st amendment.		
Payment TermsLump sum, installmentsPayment Due datesLate fees	\$110.00 per hour (1st amendment adds 360 additional hours); Please refer to Section 6A of original agreement and 1st amendment.		
Other Issues:	Comments		
Conflict of Interest Disclosures	None		
Non-Negotiable Issues	None		
Miscellaneous Issues			
Appropriate Departmental Sign-off			
Special Considerations:			
•	ed to the appropriate District staff and/or Division Chief. YES NO		

S:\Public\DILLARD\Contracts Sept-May, 2007\Consultants-Purchasing\DKB\CONSULTANTDKBAmendment6-1-07.doc