

Yes Board Item
 _____ Board Meeting Date

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 or for term of the original contract, whichever period is longer- Please refer to Section III(A) of original agreement (Page 6) and Attachment I Section D(12) of Amendment #002 (Page 38A).
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) of original agreement (Page 6).
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Insurance: The School Board's obligations are set forth in I(G) of Amendment #002 (Page 1). Indemnification: The School Board's obligations are set forth in I(F) of Amendment #002 (Page 1). Liability Issues: Force Majeure clause- Please refer to Attachment I Section D(6) of Amendment #002 (Page 38); Liquidated damages clause in Attachment I Section D(13) of Amendment #002 (Page 38A).
Regulatory issues	Please refer to Section I(C)(2)(a)-(c) and (e)-(f) of original agreement (Page 1) and Section I(C)(2)(d) of Amendment #002 (Page 1).
Confidentiality Provision	The School Board's obligations are set forth in I(H) of original agreement (Page 2) and Attachment I Section B(4)(b)(3) of Amendment #002 (Page 23).
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) of original agreement (Page 1); Venue in Leon County, Florida- Please refer to Attachment I Section D(9) of Amendment #002 (Page 38A).

Business Principles:

	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	DCF will pay the School Board an amount not to exceed \$2,225,208.00. Please refer to Section II(A) of Amendment #002 (Page 3).
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	DCF's obligations are set forth in Section II(A) of Amendment #002 (Page 3) and Section II(B) of original agreement (Page 5). The School Board's obligations are set forth in Section I(J) of Amendment #002 (Page 2), Section I(Q) of original agreement (Page 4), and Attachment I Section C Method of Payment of Amendment #002 (Page 32).

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)