

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)	October 1, 2007- September 30, 2008; Please refer to Paragraph 1(a).
Termination Clause	PPC may terminate the Agreement for any breach after providing the School District 24 hours notice of the termination. Please refer to Paragraph 5. The Agreement may be terminated if no funds are allocated under PPC's budget. Please refer to Paragraph 8. School District may terminate the Agreement at any time and for any reason upon giving 30 days written notice to PPC. Please refer to Paragraph 9.
Insurance /Liability Issues/ Indemnification	Indemnification: Neither party may be liable to defend the other party against claims, suits, judgments or damages arising out of the negligent acts of the other party. Each party is responsible for its own actions or failure to act. Please refer to Paragraph 6. Liability Issues: The Agreement is contingent upon allocation of funds under a final budget. School District shall be notified of termination for failure to allocate funds within 30 days of the adoption of the final budget. Please refer to Paragraph 8.
Regulatory issues	None.
Confidentiality Provision	None. PPC will not receive confidential student information.
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 Paragraph 7.

Business Principles:


	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	PPC will provide funding to the School District up to \$3,608,353.00. Please refer to Paragraph 1(a).
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	The School District must submit invoices to PPC by the 10 th day of each month following the month in which services were provided. Subject to the availability of funds, PPC will provide reimbursement to the School District within 45 days after receipt of the invoice. Please refer to Paragraph 1(b).

Other Issues:

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	
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) 8-16-07