of Contract: 1 <sup>st</sup> Amendment to D	· · · · · · · · · · · · · · · · · · ·		
•	Board Meeting		
	*Form Consultant Contract PBSD 1843		
CONTRAC	CT REVIEW CHECKLIST		
Consistency with Law and Scho			
	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 <sup>st</sup> 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 <sup>st</sup> amendment increases amount by \$39,600.00); Please refer to Section 6A of original agreement and 1 <sup>st</sup> amendment.		
Payment Terms Lump sum, installments Payment Due dates Late fees	\$110.00 per hour (1 <sup>st</sup> amendment adds 360 additional hours); Please refer to Section 6A of original agreement and 1 <sup>st</sup> amendment.		
Other Issues:	Comments		
Conflict of Interest Disclosures			
Non-Negotiable Issues	None		
Miscellaneous Issues			
Appropriate Departmental Sign-off			

YES □ NO □

The issues noted above were explained to the appropriate District staff and/or Division Chief.

of Contract <u>: 2<sup>nd</sup> Amendment to I</u>		
	Board Mee	
CONTRA	*Form Consultant Contract PBSD 1843	
	CT REVIEW CHECKLIST	
Consistency with Law and Sch	ool Board Policy: Comments	
Consistent with School Board	Confinents	
Policy	YES	
Consistent with Florida, federal and local laws	YES	
Contract Terms:	Commente	
	January 22, 2007-December 21, 2007; Please refer to Section 1 of	
Term (Duration of Contract)	original agreement and 1 <sup>st</sup> and 2 <sup>nd</sup> Amendment.  Board may terminate without cause upon giving thirty (30) days	
Termination Clause	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	
	Comments	
Sound Business Principles	Yes.	
Reasonableness of Fees	\$193,000.00 (2 <sup>nd</sup> amendment increases amount by \$52,200.00); Please refer to Section 6A of original agreement and 1 <sup>st</sup> and 2 <sup>nd</sup> amendment.	
Payment Terms -Lump sum, installments -Payment Due dates -Late fees	\$145.00 per hour (2 <sup>nd</sup> amendment adds 360 additional hours); Please refer to 2 <sup>nd</sup> amendment.	

	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)