

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 16, 2007 – June 30, 2008 Please refer to Paragraph 6.
Termination Clause	Either party may terminate without cause upon giving 30 days written notice to other party; Please refer to Paragraph 4.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	FLORIDA LAW; Please refer to Paragraph 5.

Business Principles:

	Comments
Sound Business Principles	YES
Reasonableness of Fees	None
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None.

Other Issues:

	Comments
Conflict of Interest Disclosures	N/A
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

Blair Lewis 7/30/07
By: Attorney (Name and Date)

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF JUVENILE JUSTICE-CIRCUIT FIFTEEN PROBATION AND
COMMUNITY CORRECTIONS
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY
2007-2008

This Memorandum of Understanding ("MOU") is made and entered into between The School Board of Palm Beach County ("SBPBC") and the Department of Juvenile Justice- Circuit Fifteen Probation and Community Corrections ("DJJ-P&CC"), through their undersigned authorities.

WHEREAS, the purpose of this MOU is to provide procedures for SBPBC and the DJJ-P&CC for housing a Juvenile Probation Officer ("JPO") at all Alternative Education schools; and

WHEREAS, SBPBC and DJJ-P&CC mutually agree to plan and implement a process that will result in improved services to youth at risk and those involved in the juvenile justice system.

NOW THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable consideration, the Parties to this MOU mutually agree as follows:

The Parties hereto agree to the following:

1. DJJ-P&CC will assign a JPO to the schools designated by SBPBC's Department of Alternative Education. The JPO will be the SBPBC's primary contact for all juvenile offenders who are court- ordered to be under the supervision of the Florida Department of Juvenile Justice ("DJJ").
 - a. The JPO will provide information to SBPBC regarding all feasible options for placement of juvenile offenders beyond the school setting. Such options may include commitment to a DJJ Day Treatment Program, commitment to a DJJ Residential Treatment Facility, and compliance with all judicial orders arising out of relevant court proceedings.
 - b. The JPO will act as the liaison between juvenile offenders, their families, and the school administration.
 - c. The JPO will provide SBPBC with updated information regarding all juvenile offenders attending Palm Beach County Schools who are on probation or conditional release. Such updated information shall include, but not be limited to, technical conditions of probation or conditional release, e.g. curfew, prohibited association with other known offenders, and school attendance.
 - d. The JPO will intercede in addressing inappropriate behaviors and non- attendance issues by consulting with students, families, or administrators or their designees.
 - e. The JPO will monitor the juvenile offenders' Behavior Plans, which are developed with the cooperation of all parties.
2. SBPBC will provide the JPO with a locked office equipped with a telephone, computer with Internet access, desk, and file cabinets.

3. The DJJ-P&CC and SBPBC recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense under said statute.
4. The DJJ-P&CC and SBPBC reserve the right to terminate the MOU at any time and for any reason, upon giving thirty (30) days written notice to the other party. Such termination shall be without penalty.
5. The MOU shall be construed in accordance with the laws of the State of Florida.
6. The Term of the MOU shall be from August __, 2007 until June 30, 2008.

THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

By: _____
Feirmon E. Johnson,
Chief Probation Officer
Probation Community Corrections/
Circuit 15

By: _____
William Graham, Chairperson

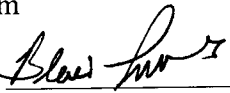
Date: _____

Date: _____

By: _____
Arthur C. Johnson, Ph.D., Superintendent

Date: _____

Reviewed and Approved For Legal Sufficiency and
Form

By: 
for Kalinthia R. Dillard, Esq.
Associate Counsel

Date: 7/31/07