

## **INTERAGENCY AGREEMENT**

**THIS INTERAGENCY AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17**  
(hereinafter referred to as “DJJ”)  
whose principal place of business is  
2928A North State Road 7 · Lauderdale Lakes, Florida 33311

and

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**  
(hereinafter referred to as “DCF”) whose principal place of business is  
1400 West Commercial Boulevard, 2nd Floor, Fort Lauderdale, FL 33309

**WHEREAS**, Section 1002.22(2) and 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing regulations issued pursuant thereto; and Section 1002.21 permits a public school, center, institution, or other entity that is part of Florida’s education system to release a student’s education records without written consent of the student or parent to parties to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities, and other signatory agencies; and

**WHEREAS** the Uninterrupted Scholars Act (USA) 20 USC 1221, amending FERPA, permits access to a student’s records by an agency caseworker or other representative of a child, who has the right to access a student’s case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student’s education needs in accordance with the law.

**WHEREAS**, Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns

the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

**WHEREAS**, Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SBBC to enter into a cooperative Interagency Agreement that clearly defines each department's role, responsibility, and function in working with habitual truants and their families, identifies and implements measures to resolve and reduce truant behavior, addresses issues of streamlining service delivery, the appropriateness of legal intervention, case management, the role and responsibility of the case staffing committee, student and parental intervention and involvement, and community action plans, delineates timeframes for implementation and identifies a mechanism for reporting results by the circuit juvenile justice manager or the circuit manager's designee and the district school superintendent or the superintendent's designee to the Department of Juvenile Justice and the Department of Education and other governmental entities as needed and designates which agency is responsible for each of the intervention steps in this section, to yield more effective and efficient intervention services; and

**WHEREAS**, Broward County, Florida is a single county within the jurisdiction of DJJ Circuit 17; and

**WHEREAS**, the parties recognize that a combined and coordinated effort is necessary to share information about children in need of services/families in need of services and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Sections 985.03, 984.151 and 1003.27(4), Florida Statutes; and

**WHEREAS**, the parties have developed this Interagency Agreement to encourage cooperation and collaboration among those agencies providing services to youth in Broward County, Florida.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ENABLING LEGISLATION**

All parties mutually agree to comply with all applicable federal and state laws and administrative rules including, without limitation:

1. Section 1002.22(2), Florida Statutes, - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
2. Section 1002.221, Florida Statutes, K-12 Education Records, public records exemption;
3. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; as amended by the Uninterrupted Scholars Act, 20 USC 1221 (Jan. 2013);
4. Title 34 CFR Part 99 - Family Educational Rights and Privacy Act Regulations;
5. Section 984.151 Florida Statutes - Truancy petition, prosecution, disposition;

6. Section 984.03(25), Florida Statutes Child in need of services, Families in need of services and
7. Section 1003.27(4), Florida Statutes, – Court Procedure and penalties.

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals and references to enabling legislation are true and correct and that such recitals and references are incorporated herein.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Interagency Agreement.** Unless terminated earlier pursuant to Section 2.16 of this Interagency Agreement, the term of this Interagency Agreement shall commence upon execution by all parties and shall continue in effect through June 30, 2017. All parties are bound to this Interagency Agreement when fully executed.

2.02 **Centralized Intake.** A single point of contact shall be established by the providers to facilitate interagency communication under this agreement and to streamline the referral process.

2.03 **CINS/FINS.** DJJ has funded The Florida Network of Youth and Family Services, Inc. which includes Lutheran Services Florida, Inc., and Mount Bethel Church Human Services Corporation, Inc. (collectively referred to herein as “CINS/FINS Providers”) each of which provide contracted services for DJJ including case management and other services for students identified as truant, ungovernable, runaway, homeless, and or at risk of entering the dependency or delinquency system. DJJ hereby designates each of the CINS/FINS Providers as its authorized representatives to have access to information that may be provided to DJJ under this Interagency Agreement.

2.04 **Communication and Sharing of Student Records.** SBBC will comply with applicable state and federal law and administrative rules regarding the sharing of student records and reports and establish procedures that will result in improved services to youth at risk and those involved in the CINS/FINS process. Pursuant to the FERPA and its implementing regulations, 34 CFR Part 99.38, the information provided shall be limited to that which is necessary to effectively serve the student prior to adjudication, and the officials receiving the information hereby certify by signing this Interagency Agreement that the information will not be re-disclosed to any other party except as provided by law. SBBC shall share with DJJ and the CINS/FINS providers identified in Section 2.03 the student information contained in the following school district data fields in order to support the parties’ collaborative strategies and programs to provide a coordinated overlay of services to students:

- A01 – Student Name Search
- A03 – Demographics
- A04 – General Admission
- A05 – Contact Information
- A06 – Health Information

- A07 – Assignment History
- A10 – Current Schedule
- A12 – Current Grades
- A13 – Academic History
- A14 – Graduation Status
- A15 – Daily Attendance Summary
- A17 – Absence Detail
- A24 – Discipline

2.05 **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.22, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of students’ individually identifiable health information (“PHI”) and may be applicable to student records in certain circumstances. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Interagency Agreement agrees to the requirements of **Attachment A.**

Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice and the provisions of paragraph [#] 2.17 pertaining to the resolution of disputes shall not be applicable to a breach of this section.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to SBBC or disposed of in compliance with HIPAA and the applicable Florida

2.06 **Student Records** Notwithstanding any provision to the contrary within this Interagency Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, 1002.221 Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records.

2.07 **Presentations and Training.** All parties agree to provide and attend presentations/trainings regarding youth related issues when requested and feasible.

2.08 **Referrals.** CINS/FINS Providers agree to accept referrals on youth / families as outlined in Section 984.03, Florida Statutes. Feedback will be provided to the referral source within fourteen (14) days of the referral as well as a monthly report. In the event that the family is either uncooperative or inaccessible, the provider shall follow-up with the referral source prior to closing the referral. CINS/FINS providers will obtain parental/guardian consent to share with the referral source upon receipt of the referral.

2.09 **Case Management.** CINS/FINS Providers agree to provide case management for participating students and/or families.

2.10 **Service/Treatment Plan.** CINS/FINS Providers agree to develop a service/treatment plan that delineates timelines and treatment goals. Individual specific plans will be shared upon request with the referral source.

2.11 **Staffings.** The parties shall agree to convene, communicate, notify the referral source and participate, when applicable, in all scheduled Case Staffing Committee meetings when the youth has not made satisfactory progress. The committee may be comprised of representatives from multidisciplinary agencies including but not limited to representatives from CINS/FINS providers, community agencies involved in the service/treatment plan, SBBC, the child, family, and any other involved parties. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance. When all interventions have not been fruitful, legal intervention may be appropriate.

2.12 **Procedural Manual.** Each party agrees to collaborate in the development of a procedural manual that will specify each parties role in implementing 2.07-2.11

2.13 **Annual review.** Each party agrees to hold an annual meeting to review the procedural manual in order to address ways to improve the effectiveness of the program.

2.14 **Information System Interfaces & Costs.** SBBC, DJJ and the CINS/FINS providers identified in 2.03 shall provide technical assistance for interfacing their information systems with those of other agencies as permitted under this Interagency Agreement. SBBC, DJJ and the CINS/FINS providers identified in 2.03 will bear the costs attributable to their own access to information possessed by other parties to this Interagency Agreement. SBBC, DJJ and the CINS/FINS providers identified in 2.03 will participate in a work group to manage, review and evaluate the sharing of information between them.

2.15 **Disputes.** Any disputes arising under this Interagency Agreement shall be addressed through the following measures:

a) Staff from the grieving agency shall prepare a written dispute statement which identifies the conflict, any proposed action and a summary of the factual, legal and policy grounds for the grieving agency's position upon the dispute. Copies of the written dispute statement shall be provided by the grieving agency to the designee of the agency/entity (hereafter "receiving agency") with whom the dispute exists;

b) Within forty-five (45) days of receipt of a written dispute statement, staff from the receiving agency will send to the grieving party a written dispute response which includes a summary of the receiving agency's factual, legal and policy grounds for its position upon the dispute and any proposed solutions upon the matter;

c) If a resolution of the dispute is achieved, a joint communiqué setting forth the resolution shall be mutually developed by staff of each agency and disseminated by a representative from each agency; and

d) If no amicable resolution of the dispute can be achieved, the parties may pursue any available legal remedies; and

e) Nothing herein shall preclude a party from exercising its authority to terminate this Interagency Agreement with or without cause pursuant to Section 2.17.

2.16 **Termination**. This Interagency Agreement may be canceled without cause by any party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Interagency Agreement and may be terminated immediately for cause by any party with no further responsibilities or duties to perform under this Interagency Agreement.

2.17 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
Kathleen C. Wright Administration Building  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director  
Student Support Initiatives  
1400 NW 14<sup>th</sup> Court  
Fort Lauderdale, FL 33311

To DJJ: Cassandra Evans  
Chief Probation Officer  
Florida Department of Juvenile Justice  
2928A North State Road 7  
Lauderdale Lakes, Florida 33313

To DCF:

Kim Gorsuch  
Circuit 17, Community Development Administrator  
State of Florida Department of Children and Families  
1400 West Commercial Boulevard, Room 210G  
Fort Lauderdale, FL 33309

2.18 **Background Screening**. Unless otherwise exempted by applicable law, each party agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their respective personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of a party or its respective personnel providing any services under the conditions described in the previous sentence. SBBC shall not bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes for any other agency or for any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to their respective personnel. The parties agree that the failure of any party to perform any of the duties described in this section shall constitute a material breach of this Interagency Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Interagency Agreement.

2.19 **Indemnification**. Each governmental agency respectfully agrees to be only responsible for the negligent acts or omission of its agents' and/or employees when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver by any party of sovereign immunity or of any rights or limits to liability secured by Section 768.28, Florida Statutes.

2.20 **Other Interagency Agreements**. All parties to this Interagency Agreement acknowledge that this Interagency Agreement does not preclude or preempt any of the agencies from individually entering into an agreement with one or more parties to this Interagency Agreement or with other parties outside of this Interagency Agreement. Such subsequent agreements shall not nullify the force and effect of this Interagency Agreement.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interagency Agreement. None of the parties intend to directly or substantially benefit a third

party by this Interagency Agreement. The parties agree that there are no third party beneficiaries to this Interagency Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Interagency Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Interagency Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Interagency Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

3.05 **Annual Appropriation.** The performance and obligations of SBBC under this Interagency Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Interagency Agreement, this Interagency Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.06 **Excess Funds.** Any party receiving funds paid by SBBC under this Interagency Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.07 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. DJJ AND DCF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, DJJ AND DCF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. DJJ AND DCF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if DJJ AND DCF does not transfer the public records to SBBC. Upon completion of the Agreement, DJJ AND DCF



shall transfer, at no cost, to SBBC all public records in possession of DJJ AND DCF or keep and maintain public records required by SBBC to perform the services required under the Agreement. If DJJ AND DCF transfer all public records to SBBC upon completion of the Agreement, DJJ AND DCF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DJJ AND DCF keeps and maintains public records upon completion of the Agreement, DJJ AND DCF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.08 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, relevant SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interagency Agreement.

3.09 **Place of Performance.** All obligations of SBBC under the terms of this Interagency Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 **Governing Law and Venue.** This Interagency Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interagency Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.12 **Binding Effect.** This Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Interagency Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other

party. There shall be no partial assignments of this Interagency Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Incorporation by Reference.** Attachment “A” attached hereto and referenced herein shall be deemed to be incorporated into this Interagency Agreement by reference.

3.15 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Interagency Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Interagency Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Interagency Agreement.

3.16 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Interagency Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Interagency Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.17 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Interagency Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.18 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interagency Agreement and executed by each party hereto.

3.19 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Interagency Agreement and, therefore, is a material term hereof. Any party’s failure to enforce any provision of this Interagency Agreement shall not be deemed a waiver of such provision or modification of this Interagency Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.20 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Interagency Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual

expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.21 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Interagency Agreement.

3.22 **School Board Policies.** The Interagency Agreement agrees to comply with all School Board Policies, local, state and federal laws.

3.23 **Authority.** Each person signing this Interagency Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Interagency Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Interagency Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interagency Agreement on the date first above written.

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**FOR DJJ**

(Corporate Seal)

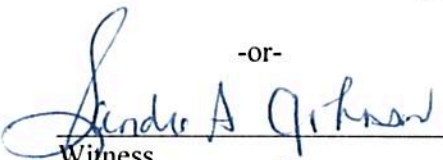
**THE FLORIDA DEPARTMENT OF  
JUVENILE JUSTICE**


ATTEST:

By   
Cassandra Evans, Chief Probation Officer

\_\_\_\_\_, Secretary

-or-

  
Witness

  
Witness

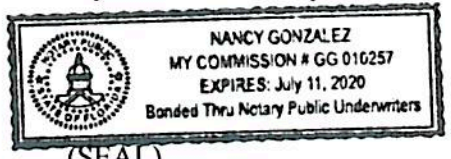
**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
SEPTEMBER, 2016 by Cassandra Evans as Chief Probation Officer of the Florida  
Department of Juvenile Justice on behalf of the agency. She is personally known to me or  
produced \_\_\_\_\_ as identification and did/did not first take an  
oath. \_\_\_\_\_ Type of Identification

My Commission Expires:



(SEAL)

  
Signature - Notary Public

NANCY GONZALEZ  
Printed Name of Notary

66 10257  
Notary's Commission No.

**FOR DCF**


(Corporate Seal)

**THE FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES**

ATTEST:

By   
Kim Gorsuch  
Circuit 17, Community Development  
Administrator

\_\_\_\_\_, Secretary

 or-  
Witness  
  
Witness

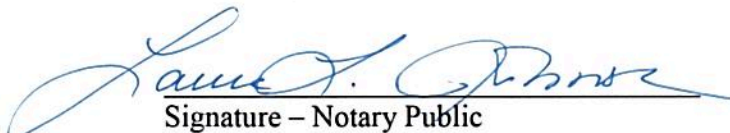
**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12 day of  
September, 2016 by Kim Gorsuch as Circuit 17, Community Development  
Administrator, Florida Department of Children and Families on behalf of the agency. She is  
personally known to me or produced \_\_\_\_\_ as identification  
and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

2-22-19

  
Signature – Notary Public

Laura L Johnson  
Printed Name of Notary

(SEAL)

FF 202267  
Notary's Commission No.



## **ATTACHMENT A**

### **Safeguarding the Confidentiality of Student Records and Information**

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (1) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (2) the FERPA training webinars, as they may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this **Attachment A**.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.