



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-09-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Equity & Academic Attainment

Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time		
Open Agenda	<input type="radio"/> Yes	<input checked="" type="radio"/> No

ITEM No.:

F-10.

TITLE:

Cooperative Agreement between The Broward Sheriff's Office and Whiddon-Rogers Education Center

REQUESTED ACTION:

Approve Cooperative Agreement between The Broward Sheriff's Office and Whiddon-Rogers Education Center.

SUMMARY EXPLANATION AND BACKGROUND:

To provide adult and secondary educational services to youth adjudicated as adults under the age of 18 and adult inmates that are age 18 years and older, from commencement of board approval pursuant to Florida State Statute 1003.53 and 948.037. The educational services follows an alternative calendar of 241 days for adult education and 196 day calendar for secondary education. Ensure that all inmates under 22 years of age who qualify for special educational services and programs pursuant to the IDEA are offered secondary educational services pursuant to Florida State Statute 944.801. This educational program services juveniles and adults who are under the supervision of the Broward Sheriff's Office and services provided by Whiddon-Rogers Education Center. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District. The source of these funds is through the Florida Education Finance Program (FEFP).

EXHIBITS: (List)

(1) Executive Summary (2) Cooperative Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: David Watkins	Phone: 754-321-1600
Name: Michaelle Valbrun-pope	Phone: 754-321-1660

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl
8/14/2017, 4:37:51 PM

Electronic Signature
Form #4189 Revised 08/04/2017
RWR/ DG/MVP/DW:od

Approved In Open Board Meeting On: **SEP 06 2017**

By: *Abby M. Friedman*
School Board Chair

EXECUTIVE SUMMARY

Cooperative Agreement	Agreement between Broward Sheriff's Office & Whiddon-Rogers Education Center
Agencies Included	Broward Sheriff Office
Status: Renewal	Renewal of contract between SBBC Broward Sheriff's Office
Funds Requested	None
Financial Impact Statement	There is no financial impact to the District. The source of these funds is through the Florida Education Finance Program (FEFP)
Managing Department/ School	Department of Equity and Academic Attainment, David Watkins, Director, 754-321-1600
Source of Additional Information	Office of School Performance & Accountability, Carletha Shaw, Director, 754-321-3818
Project Description	To provide adult and secondary educational services to youth adjudicated as adults under the age of 18 and adults inmates that are age 18 years and older, from commencement of board approval pursuant to Florida State Statute 1003.53 and 948.037. The educational services follows an alternative calendar of 241 days for adult education and 196 day calendar for secondary education. Ensure that all inmates under 22 years of age who qualify for special educational services and programs pursuant to the IDEA are offered secondary educational services pursuant to Florida State Statute 944.801. This educational program services juveniles and adults who are under the supervision of the Broward Sheriff's Office and services provided by Whiddon-Rogers Education Center.
Evaluation Plan	SBBC will annually assess student achievement using District and State approved assessments such as the Florida Standards Assessment (FSA), End of Course Exam (EOC), number of High School Diplomas awarded, number of High School Equivalency Diplomas awarded as established by the Florida Department of Education, and post-secondary career opportunities: Nine students passed the FSA; 10 students passed EOC's (American History, Civics, & Biology); and 7 High School Equivalency Diplomas awarded.
Research Methodology	Florida State Statutes 944.801, 948.037, 1003.27 and 1003.51 support the rationale of this program, which suggest adult correctional facilities and local school district collaborate to provide educational services to inmates in correctional facilities.

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of Sept, 2017 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

a body corporate, hereinafter referred to as the "SBBC", whose principle place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCOTT J ISRAEL, as SHERIFF OF BROWARD COUNTY, FLORIDA hereinafter referred to as the "SHERIFF," whose principle place of business is 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312.

WHEREAS, the SBBC must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the SHERIFF desires to have an educational program made available to those juvenile and adult inmates who have been remanded to the custody of the SHERIFF;

WHEREAS, the SHERIFF is designated by the SBBC as an approved deliverer of services to clients enrolled in or remanded to its program; and

WHEREAS, the SBBC agrees to provide an educational component as part of the SHERIFF's program for juveniles and adults; and

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term.** This Agreement will be in effect unless terminated earlier pursuant to section 3.05 of this Agreement. The term of this Agreement shall commence upon execution of the Parties and continue through June 30, 2019. Services will be provided in accordance with the approved SBBC calendar (**Exhibit "A"**) and with the laws and rules governing the provision of educational services to eligible students in detention programs operated by SHERIFF.

2.02 **SHERIFF's Policies.** The SBBC agrees to abide by all of the SHERIFF's Detention policies, rules, and regulations, and any amendments thereto, including, but not limited to:

- Detention Policies Section 2.01
- 1.14 Confidentiality of Information
- 1.15 Volunteer Services
- 3.1 Reporting for Duty
- 3.7 Employee Sexual Misconduct
- 5.6 Key Control
- 5.7 Ingress and Egress
- 5.9 Inmate/Facility Searches and Disposition of Contraband
- 6.1 Emergency Codes and Responses
- 6.2 Emergency Evacuation Procedures
- 6.3 Hostage Procedures
- 7.13 Inmate Programs
- 7.16 Comprehensive Education Program

SHERIFF shall provide SBBC personnel granted access to SHERIFF's detention facilities with in-service training on these Detention Policies.

2.03 Behavior Management. The SHERIFF shall be responsible for monitoring and controlling the conduct of the students. The SHERIFF is responsible for having a staff member within the immediate proximity of the students at all times. Deputies will work collaboratively with the educational staff to maintain an optimal academic environment whenever possible.

2.04 Emergencies. In the event of serious threat or harm to SBBC personnel, the Superintendent designee and/or the Administrative Principal, has the authority to suspend educational services for up to ten (10) days to allow the SBBC and the SHERIFF to resolve the emergency situation, including but not limited to, evacuating the detention facility, pursuant to Sheriff's standard operating procedures, and any amendments thereto including, but not limited to, Sections 6.1 and 6.2.

2.05 SBBC's Designee. The SBBC's designee for purposes of administering this Agreement will be the Superintendent who may assign a designated administrator for monitoring compliance and educational program administration.

2.06 SHERIFF's Designee. The SHERIFF shall identify a contract administrator, who shall communicate with Superintendent's Designee on all compliance issues related to this Agreement and who shall notify the Superintendent's Designee of the assignment of a student under the age of 22 to a detention facility operated by SHERIFF.

2.07 The SBBC Personnel. The SHERIFF shall have the right to screen all SBBC personnel that are to be assigned to the SHERIFF's detention facilities prior to commencement of their tenure. The SBBC shall provide:

- a) Instructional personnel, including teachers and paraprofessionals based on average daily attendance rates;
- b) Staff development for teachers in current instructional and behavior management methods; and

c) Instructional support services as determined by the SBBC, to support the curriculum agreed upon between the SHERIFF's contract administrator and the Superintendent's Designee consistent with local, state, and federal requirements.

2.08 SBBC Personnel Reassignment. The SBBC may reassign the personnel, at its sole discretion, whenever the reported juvenile student unweighted FTE (full-time equivalent) per class is below 15 and whenever the reported adult student unweighted FTE per class is below fifty (50) students. The SBBC shall provide immediate written notice to the SHERIFF's contract administrator of any SBBC personnel's reassignment, termination or any other change in employment status that would require or necessitate termination of such personnel's access to the SHERIFF's facility.

2.09 Identification Badges. Upon the SHERIFF's issuance of identification badges to SBBC personnel, SBBC personnel shall be required to wear their identification badge displayed properly at all times while within the confines of a SHERIFF's correctional facility.

2.10 Substitute Policy. The SBBC agrees to abide by the terms and conditions of the Substitute Policy and Volunteer Rules and Regulations. Substitutes must complete SHERIFF's orientation training in order to work with the inmates in the education setting.

2.11 Attire. SBBC personnel assigned to work in a SHERIFF correctional facility shall wear appropriate attire acceptable in such facility in accordance with the Department of Detention Orientation, section 2.33.

2.12 Portable Radio/Communication Device. All SBBC personnel assigned to work in the SHERIFF's detention facilities shall sign in on a daily basis and receive from the SHERIFF's personnel a portable radio to be carried at all times while in the detention facilities in order to facilitate SBBC personnel request for assistance of the SHERIFF's deputies.

2.13 Fee Collection. Any fees collected by the SHERIFF will not be collected as a condition of student's enrollment in the educational program.

2.14 Academic Progress. The SHERIFF shall have the right to request that the school-based administrator provide progress reports for any student at any time. The SHERIFF and the SBBC will work in cooperation with each other to track each student's progress.

2.15 Administration of Education Services. The responsibility for administration of the instructional program, including curriculum and instructional delivery rests with the SBBC. The SBBC shall provide educational programs to both male and female inmates in the SHERIFF's detention facilities who meet the eligibility criteria described in section 2.18.

2.16 Materials and Supplies. The SBBC shall furnish those teaching materials and supplies necessary to provide the appropriate curriculum and instructional program for the students. All materials and supplies will be approved by the SHERIFF prior to being brought

to the detention facilities and must also be cleared by the SHERIFF's security before entering the building.

2.17 Supplemental Efforts. To the extent that jail operations are not affected, the SHERIFF shall supplement the SBBCs efforts to provide an appropriate learning environment by limiting unnecessary interruptions during scheduled class time and scheduled GED testing sessions including, loud television, radio and other noises or activities that interfere with the teaching and learning process.

2.18 Educational Services. Minors who have not graduated from high school and eligible students with disabilities under the age of 22 who have not graduated with a standard diploma or its equivalent who are detained in a facility operated by SHERIFF shall be offered appropriate educational assessments and an appropriate program of instruction and special education services by SBBC at the detention facility in accordance with Section 951.23 and 1006.07(5), Florida Statutes. The District school superintendent or their designee shall be notified by Sheriff or designee, upon the assignment of a student under the age of 21 to the facility. These educational services shall be based upon the estimated length of time the youth will be in the facility, and the eligible student's current level of functioning. Interruptions to the instructional process must be documented by the SHERIFF and when practicable have prior approval by the Superintendent's designee.

2.19 Annual Review. The SHERIFF's and SBBC's personnel shall hold an annual meeting to review educational program in order to address ways to improve the effectiveness of the programs.

2.20 Collaboration. The SHERIFF and SBBC's personnel shall meet on an ongoing basis to address any operational issues or concerns. Each party shall act in good faith in resolving these issues and concerns.

2.21 GED Testing. The SHERIFF agrees to reimburse the SBBC for the General Education Development (GED) test cost for each inmate that participates in the GED test. The SHERIFF and SBBC contract administrators have established the minimum number of inmates required to hold a testing session to be ten (10) inmates. In the event that said number of inmates is not reached on the date of testing, the SHERIFF shall pay for the established number of inmates. If funds become available through legislative action or grant award to pay for these costs, then reimbursement to the SBBC will not occur.

2.22 Facilities. The facilities will be provided and maintained by the SHERIFF and will be located at the detention facilities in which juveniles and adults are held:

BROWARD COUNTY MAIN JAIL
555 Southeast 1 Avenue
Fort Lauderdale, FL 33301

THE NORTH BROWARD DETENTION CENTER

1550 Blount Road
Pompano Beach, Florida 33069

JOSEPH V. CONTE FACILITY

1351 Northwest 27 Avenue
Pompano, Florida 33069

PAUL REIN FACILITY

2421 Northwest 16 Street
Pompano Beach, Florida 33069

or at another site approved by the SHERIFF and Superintendent's designee.

2.23 Safety Requirements. The SHERIFF shall comply with all applicable city, county, state and federal safety requirements and building codes and ordinances.

2.24 Testing and Evaluation. The SHERIFF shall make available, at all detention facilities listed in 2.22, a quiet, private room for SBBC sponsored psychological evaluations and Exceptional Student Education (ESE) staffing for any ESE eligible students in the program. The SHERIFF shall make a good faith effort to provide additional staff and space to accommodate testing: Florida Assessment Test (FSA), End of Course Exam (EOC), American College Testing (ACT), and Scholastic Aptitude Test (SAT) on the annual test dates established by the Florida Department of Education (FLDOE) and shall ensure that students with special needs, ESE, and Limited English Proficient Students (LEP), are accommodated according to their individual needs.

2.25 Administrative Support Area. The SHERIFF shall provide, at all detention facilities listed in 2.22, office space with a desk, telephone and fax line at no cost to the SBBC. The office space desk, telephone and fax shall be used exclusively for official SBBC related business. Additional equipment must be agreed upon by the SHERIFF's contract administrator and the Superintendent's designee. SBBC requests a block for long distance on the phones housed in the education offices.

2.26 Internet Access for School Staff. SHERIFF agrees to provide a filtered Internet connection for the purpose of official school board business that can be accessed by school staff during the school day.

2.27 Repair and Replacement Cost. The SHERIFF agrees to provide the SBBC with adequate space to lock SBBC property while not in use. The SBBC is responsible for locking up its property at the close of each school day in the space provided by SHERIFF. In the event the SBBC locks up its property in the space provided by SHERIFF and, thereafter, the property is damaged or stolen while in SHERIFF's custody or control, the SHERIFF shall be responsible for reimbursing the SBBC for the cost to repair or replace such property. If the SBBC believes that SBBC property stored with SHERIFF has been lost or damaged while in SHERIFF's custody or

control, the SBBC shall immediately notify the SHERIFF per Section 2.38. Within 30 days of providing notice to the SHERIFF, the SBBC must submit an invoice for the repair or replacement of any damaged or stolen property along with documentation to substantiate the cost associated with such repair or replacement. Unless the SHERIFF objects to such invoices, payment will be made within thirty (30) days of receipt of invoice. The SBBC understands and agrees that SHERIFF is not responsible for the personal property of SBBC employees brought into SHERIFF's detention facilities.

2.28 Classroom Setting. The SBBC recognizes and acknowledges that the classrooms may be in a housing unit or day room, as opposed to a traditional classroom.

2.29 Internet Access for Instructional Support. SHERIFF shall provide filtered Internet access in the academic setting as required by State Statute that meets the requirements set forth in the Child Internet Protection Act. SBBC shall provide technical assistance to support the installation. It is mutually agreed that in order to personalize educational services in a residential setting access to computer assisted, web-based software is crucial.

2.30 Accountability.

- a) Student performance will be evaluated annually by the SBBC.
- b) The SHERIFF will cooperate with the SBBC to assist SBBC's effort to maintain the educational programs in compliance with all applicable rules and regulations as required by local, state, and federal governing entities.

2.31 Reports. The SBBC shall provide the following reports to the Broward Sheriff's Office:

- a) A quarterly report of:
 - 1. Number of inmates serviced and how they were assessed;
 - 2. Number of GED completions;
 - 3. Current list of SBBC personnel authorized to enter SHERIFF's detention facilities;
 - 4. List of any SBBC personnel no longer needing access and date of termination; and
 - 5. Class rosters.

2.32 Funding. The SBBC shall promptly notify the SHERIFF's contract administrator of any federal and state legislative changes regarding funding for the services contemplated herein.

2.33 Orientation/In-service. All SBBC personnel who will have access to the SHERIFF's detention facilities shall be required to:

- a) Attend the Department of Detention Orientation annually regarding security procedures, facility familiarization, and emergency procedures on or before September 1, of the current contract year, and;
- b) Sign the volunteer rules and regulations acknowledgement form.

New SBBC employees hired after the start of the school year will be required to attend the orientation prior to working with the inmates. SHERIFF's administration requires a five-day notification for request for orientation.

2.34 Resolution of Disputes. To provide a means of resolving disputes, reducing delays in performance and lessening the likelihood of litigation, it is agreed by the parties hereto that they shall attempt to resolve all questions, claims, difficulties and disputes of whatever nature which may arise relative to the provisions of this Agreement (the "Dispute") prior to the initiation of any action in law or equity.

2.34.1 The party believing itself aggrieved (the "Invoking Party") shall request commencement of the dispute resolution process described below by written notice to the other party in accordance paragraph 2.38. The parties shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between representatives of the parties identified below at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

<u>Level</u>	<u>SCHOOL BOARD</u>	<u>SHERIFF</u>	<u>ALLOTTED TIME</u>
<u>1st</u>	SBBC's Designee (Paragraph 2.05)	SHERIFF's Designee (Paragraph 2.06)	3 Business Days
<u>2nd</u>	Executive Director, Student Support Initiatives	Director of Detention	5 Business Days
<u>3rd</u>	Superintendent	Sheriff	10 Business Days

The allotted time for the first level of discussions shall begin on the date the Invoking Party's notice is received by the other party. If a resolution is not achieved by the representatives at any given management level at the end of their allotted time, the allotted time for the representatives at the next management level, if any, shall begin immediately. If the dispute remains unresolved after the three (3) levels of discussion, the invoking party may seek any legal redress available to it.

2.34.2 Emergency Situations. In emergency situations where either party may incur irreparable damages or harm, either party may elect to seek emergency injunctive relief from the court without submitting to the above outlined dispute resolution process.

2.35 Liability. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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.

2.36 Insurance Requirements. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Each party further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law.

1. Self-insured Workers' Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/ disease-policy limit).
2. Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.
3. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28 Florida Statute.

2.37 Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. With respect to SHERIFF'S liability:
 - a. The SHERIFF's liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 - b. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
2. With respect to SBBC's liability:
 - a. The SBBC's liability policies are primary of all other valid and collectable coverage maintained by the Sheriff of Broward County, Florida.
 - b. Certificate Holder: The Sheriff of Broward County, Florida, 2601 W. Broward Blvd., Fort Lauderdale, Florida 33312.

2.38 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 provision of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, Tenth Floor
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Student Support Initiatives
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, FL 33311

SHERIFF: Contracts Manager
Broward Sheriff Office
2601 West Broward Blvd.
Ft. Lauderdale, Florida 33312

With a Copy to: Office of General Counsel
Broward Sheriff Office
2601 West Broward Blvd.
Ft. Lauderdale, Florida 33312

2.39 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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.

2.40 Shared Student Records. SBBC and SHERIFF 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 those involved in the criminal justice system. Pursuant to the Family Educational Rights and Privacy Act (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, and the officials receiving the information hereby certify by signing this Agreement that the information will not be re-disclosed to any other party except as provided by law which requires consent or pursuant to an exception. SBBC shall share with the SHERIFF the student information contained in the following school district data fields for only those students enrolled in the Broward Detention Center School 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
A 10 - Current Schedule
A 12 - Current Grades
A13 - Academic History
A 14 - Graduation Status
A 15 - Daily Attendance Summary
A 17 - Absence Detail
A23 - Special Programs
A24 - Discipline
L20 - Psychological Services; and
L-25 through L-27 - Student Support Tracking System.

2.41 Safeguarding The Confidentiality of Shared Student Records. The Parties acknowledge that Sections 1002.022, 1002.021 and 1002.0222, 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. Students' personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties 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 agrees to:

- (a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.
- (b) 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 and the students' PHI in accordance with HIPAA's privacy requirements.
- (c) 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.
- (d) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards. (2) A FERPA training

webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website - <http://ptac.ed.gov>.

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 may constitute grounds for immediate termination of this Agreement without advance notice.

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 Statutes.

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 Agreement. Neither of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this 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 manner arising out of any contract.

3.03 Independent Contractor. The Parties to this 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 employee of either party shall have a right to retirement, leave benefits or any other benefits of the employees of the other party as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and 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 Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 Default. The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this 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 Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify SHERIFF 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.

3.08 Excess Funds. If SHERIFF receives funds paid by SBBC under this Agreement agrees, SHERIFF agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Conversely, if SBBC discovers such erroneous payment or overpayment, SBBC shall promptly notify SHERIFF. Any such excess funds shall be refunded to SBBC.

3.09 Student Records. Notwithstanding any provision to the contrary within this Agreement, SHERIFF shall fully comply with the requirements of sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. SHERIFF agrees, for itself, its officers and employees to fully indemnify and hold harmless SBBC and its officers and employees for any violation of the section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgements or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer or employee, of the SHERIFF to the extent that the SHERIFF, or an officer or employee

of the SHERIFF either intentionally or negligently violated the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, SBBC policies, SHERIFF's policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.12 Governing Law and Venue. This 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 Agreement and venue of 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.

3.13 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 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.

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

3.15 Assignment. Neither this Agreement nor 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 assignment of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.16 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.17 Captions. The captions, section designations section numbers, article numbers, title and headings appearing in this 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 Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this 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 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.

3.19 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 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.

3.20 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 Agreement and executed by each party hereto.

3.21 Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this 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.

3.22 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this 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.

3.23 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 Agreement.

3.24 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this 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 Agreement.

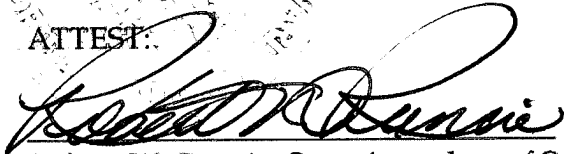
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IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

FOR SBBC

(Corporate Seal)

ATTEST:



Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith

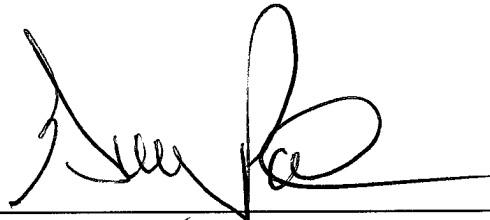
Digitally signed by Janette M.
Smith

Date: 2017.08.07 17:29:15 -04'00'

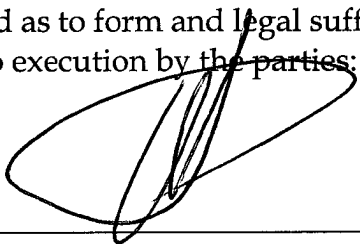
Office of the General Counsel

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FOR: SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

BY 
COL. GARY PALMER, Executive Director
Department of Detention and Community Control

Approved as to form and legal sufficiency
Subject to execution by the parties:

By: 
Ronald M. Gunzburger, General Counsel
Office of General Counsel

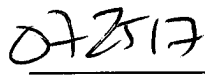

Date

EXHIBIT A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 250 Day DJJ Calendar

School Year 2017 - 2018

July, 2017				
20 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
3	4•	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August, 2017				
23 Work Days		School 18		
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September, 2017				
20 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
				1
4•	5	6	7	8
11	12	13	14 ^{TR}	15
18	19	20	21	22
25	26	27	28	29

October, 2017				
22 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19 ^{TR}	20
23	24	25	26	27
30	31			

November, 2017				
18 Work Days		School 18		
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10•
13	14	15	16	17
20	21	22•	23•	24•
27	28	29	30	

December, 2017				
20 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22 ^{TR}
25•	26	27	28	29

January, 2018				
22 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
1•	2	3	4	5
8	9	10	11 ^{TR}	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February, 2018				
20 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22 ^{TR}	23
26	27	28		

March, 2018				
21 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22 ^{TR}	23
26	27	28	29	30•

April, 2018				
21 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May, 2018				
22 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28•	29	30	31	

June, 2018				
21 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
				1
4	5	6 ^{TR}	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Codes Used on Calendar		Survey Schedule	
	Teacher Planning (10 days)		Survey 1 July 10 - 14
TR	Early Release (6 days)	TR	Survey 2 Oct 9 - 13
•	FTE Week	•	Survey 3 Feb 5 - 9
•	DJJ Non-work days	•	Survey 4 June 11 - 15

Revision: 3/31/17