

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 27<sup>th</sup> day of October, 2017, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereafter 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

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**  
(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose principal place of business is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

**WHEREAS**, BC, by means of the United States Department of Education TRIO Upward Bound grant program, was awarded grants to support low-income and high school students who are the first generation in their families to pursue a post-secondary education in their preparation for post-secondary educational opportunities by increasing the rate and rigor at which students complete secondary education; and

**WHEREAS**, the goals of the Upward Bound grants are to increase the rate at which participating students complete secondary education and enroll in and graduate from institutions of postsecondary education; and

**WHEREAS**, the achievement of those goals will greatly benefit the academic progress of SBBC students at Deerfield Beach High School, McArthur High School, and South Broward High School within Broward County, Florida; and

**WHEREAS**, in order to implement the Upward Bound program, BC will provide services to participating SBBC students and SBBC will share information regarding students who may be eligible for the services with BC and also provide BC access to participating students in the high schools and office space, equipment and supplies, all in accordance with the terms of this Agreement.

**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 agree as follows:

**ARTICLE 1 – RECITALS**

1.1 **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**

2.1 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.6 of this Agreement, the term of this Agreement shall commence upon execution of this Agreement by all parties and conclude on August 31, 2022.

2.2 **The Program/Information for Students and Parents.** SBBC will provide a list of students eligible to participate in the Upward Bound program based on the grant criteria enrolled at Deerfield Beach High School, McArthur High School, and South Broward High School no later than September 30 of each year of the Agreement; provide students and families with informational documents describing the educational benefits and eligibility requirements for the Upward Bound program; and send Upward Bound program applications to eligible students and families. BC personnel will provide Upward Bound information at events for Deerfield Beach High School, McArthur High School, and South Broward High School students and staff, such as college and career fairs, information sessions, and/open house events.

2.3 **Approved Programming.** Students who are eligible for the Upward Bound program may be permitted to participate in Upward Bound programming conducted during school hours, after school hours, Saturdays, and during the summer term. Programming formats include individual and group instruction.

2.4 **Student Eligibility and Admissions.** Interested eligible students must submit an application for admission to the Upward Bound program to BC to determine initial and continued eligibility prior to the published deadline dates. SBBC will verify information on the application form (i.e., student's GPA, test score on standardized assessments, and participation in rigorous courses) provided by the student on the application form. The completed Upward Bound application must be signed by the student, the student's parent or guardian and by a high school counselor or teacher as part of the recommendation for the program. It is the responsibility of the student and the high school counselor and/or teacher to complete the required sections of the Upward Bound Application and Recommendation Form.

2.5 **General Upward Bound Program Guidelines.** Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in Upward Bound if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the program is hindered. Students should adhere to the high schools' code of conduct and the Broward College Student Handbook as published on the BC website - <http://www.broward.edu/studentlife/publications/Pages/Student-Handbook.aspx>.

2.6 **Stipends.** Subject to, and consistent with the funding provided under, the grants, BC will provide student participant stipends. Participants can earn a stipend of up to \$40/month during the academic year based on GPA, attendance and active participation in activities. During the summer, participants can earn up to \$90 for the 6-week Summer Institute and \$120 for the 8-week Summer Bridge program for attendance, academic performance and active participation. Stipends will be dispersed directly to the students by BC on a quarterly basis.

2.7 **Align Day School, Afterschool, Saturday, and Summer Instruction.** BC will receive and track written parent consents to disclose student information to program personnel and the

U.S. Department of Education for the purpose of supporting the goals of the Upward Bound grant. Student information contained in SBBC's learning management systems will be used to maximize the effectiveness of student programming. Learning management systems include the academic system (i.e., Canvas), and college and career readiness (i.e., Naviance).

2.8 **Delivery of SBBC Academic Information.** SBBC, upon receiving the written consent of the parent/guardian or student age 18 or over from BC, will provide BC electronic files containing for each student the following associated data:

- (a) The student's demographic characteristics including race, gender, disability, home language, country of origin, eligibility for free and reduced lunch, English proficiency;
- (b) The approximate geographic location of student's home residence;
- (c) The student's and the school's rates of attendance and truancy;
- (d) The disciplinary actions involving the student;
- (e) The student's school mobility, including homeless status;
- (f) The results of student's performance under academic assessments including the English Language Arts (ELA), science and math tests, and End of Course Assessments;
- (g) The student's grades and credits, including career and college readiness data (i.e., GPA, internships, apprenticeships, PSAT/SAT/ACT scores, college application completion, FAFSA completion);
- (h) The student's participation in rigorous courses and test courses (i.e., Advanced Placement, Honors, Dual Enrollment, International Baccalaureate, Cambridge Advanced International Certification of Education (AICE));
- (i) The student's promotion or non-promotion;
- (j) The student's graduation data; and
- (k) The student's post-graduation data (i.e., enrollment in college, military, vocational training, etc.), if available.

2.9 **Limited Access to learning management system information:** SBBC will provide BC with access to learning management systems mentioned in Section 2.7 to align day, afterschool, Saturday and summer instruction remediation and enrichment. The exchange of information will occur continuously using the procedures described in this Agreement.

2.10 **Confidentiality of Shared Student Records.** SBBC and BC shall comply with applicable state and federal law and administrative rules regarding the confidentiality of student records. Pursuant to Sections 1002.22 and 1002.221, Fla. Stat., and FERPA and its implementing regulations, 34 CFR Part 99, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student. Each party agrees to safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are

in place to protect these records in accordance with FERPA's privacy requirements and to 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. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with no further responsibilities or duties to perform under this Agreement. The confidentiality requirements of this Agreement shall survive the termination of all performance obligations under this agreement and shall be fully binding until such time as the student records are destroyed or are returned to SBBC, whichever is earlier.

2.11 **Nondisclosure and Ownership.** Unless otherwise permitted by applicable law, BC shall not release identifiable student data to any third party without prior approval of the parent of an affected minor student or the consent of an affected adult student. SBBC retains ownership of all SBBC-created data used under this Agreement. BC will provide de-identified, aggregate data to community partners and other stakeholders.

2.12 **Description of Security Measures.** BC agrees that it will only permit its personnel having legitimate interests in any personally identifiable student data to have access to such data. BC will implement security precautions and protections to ensure that persons not authorized to review personally identifiable student data do not gain access to such information. All studies by BC shall be performed in a manner that does not permit the personal identification of students and their parents by persons other than representatives of BC, the US Department of Education and SBBC. BC shall implement security procedures and protections to assure that the identities of individuals associated with specific records in the data are not revealed without authority or prior consent. When conducting studies involving small areas or numbers, BC will limit the release of analyses to those involving aggregate data of ten students or more.

2.13 **Access Limitations to SBBC Plan.** BC will restrict access to personally identifiable student records to only those BC project staff members, the US Department of Education, or such third-party contractors BC that may use to conduct the studies and align to instruction activities required under this Agreement. Other individuals and agencies will have access to maps and analyses that contain aggregated data, but will not have access to personally identifiable student records unless authorized by law.

2.14 **Studies Conducted.** Under the terms of this Agreement, BC will be conducting studies to: (a) administer federal grant student programs; and/or (b) supplemental instruction. The purposes and scope of the study/studies are as described in Section 2.7 of this Agreement. SBBC may disclose personally identifiable information from an education record of a student to BC in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to BC is as described in Section 2.8. BC agrees that the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of BC and the US Department of Education that have legitimate interests in the information.

2.15 **Research Studies.** Under the terms of this Agreement, BC may opt to conduct a study for the purpose of evaluating the quality and effectiveness of services impacting students, parents or staff. The design, procedures, and potential impact on school and district operations of said study must be reviewed and approved by the District's Institutional Review Board (IRB) prior to the initiation of any research activities. Approval through the District's IRB and Research Review Process

will ensure: (a) the purpose, scope, limitations, and duration of study is clearly outlined; (b) the protection of human subjects in the research process; (c) personally identifiable information (PII) is only used for purposes of the identified study; (d) PII is only used by representatives of the organization identified in this agreement; and (e) the safe and confidential storage and transmittal of education records. BC agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. BC agrees to comply with all requirements of the District's IRB and Research Review Process, which may be accessed at: <http://www.broward.k12.fl.us/sar/irb/index.htm>.

2.16 **Background Screening.** Both parties agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its 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 BC or its personnel providing any services under the conditions described in the previous sentence. BC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BC and its personnel. The parties agree that the failure of either party to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the breaching party to terminate immediately with no further responsibilities or duties to perform under this Agreement. SBBC agrees to provide vendor ID badges to all BC personnel involved in the Upward Bound program at each respective high school which will include their designated security clearance and provide access into the schools and student records.

2.17 **Services and Resources for Students with Disabilities.** BC is an equal access/equal opportunity institution which provides effective services and accommodations for otherwise qualified individuals with documented disabilities, as mandated by The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Disclosure of a disability is voluntary. However, if a student has a disability, BC will recommend that the student register with the high school's Disability Services in the event that the student may need accommodations. Some of the services available include note-taking, testing accommodations, sign language interpreters, readers, scribes, and use of assistive hardware and software.

2.18 **Office Space.** SBBC will provide the usage of an office at each participating high school for BC personnel assigned to each school. The project's office space will be adequate for confidential conversations and for secured storage for records and include furnishings as described in Section 2.19.

2.19 **Equipment and Supplies.** SBBC will fully furnish offices with desk, computer tables, chairs, bookshelves, filing cabinets, and storage units at each high school at which BC is delivering services to SBBC students. In addition, SBBC will provide BC personnel at each high school with access to, and use of, copy and fax machines, printer, copier, scanner, computer network and internet services, telephone system, TDD/TTY phone access when needed, electricity, space utilization.

2.20 **Transportation.** BC may coordinate transportation during the school year and for summer programming and/or subsidize the cost of utilizing public transportation to facilitate Upward

Bound student participation in college tours, the Summer Transition, and the Summer Bridge program. SBBC will coordinate with BC to provide transportation. BC will pay for transportation costs with grant funds.

2.21 **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.

2.22 **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: Robert W. Runcie  
Superintendent of Schools  
The School Board of Broward County, Florida 600 Southeast  
Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Valerie S. Wanza  
Chief School Performance & Accountability Officer  
The School Board of Broward County, Florida 600 Southeast  
Third Avenue  
Fort Lauderdale, Florida 33301

To BC: J. David Armstrong, Jr.  
President  
Broward College  
111 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

With a Copy to: Kareen Torres  
District Director, Grants Development  
Broward College  
111 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

**ARTICLE 3 – GENERAL CONDITIONS**

3.1 **Required Insurance Coverages.** 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 state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

3.2 **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.

3.3 **No Third Party Beneficiaries.** Each party expressly acknowledges that it does not intend to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None 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 matter arising out of any contract.

3.4 **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 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 Agreement. No right to BC retirement, leave benefits or any other benefits of BC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. The parties shall not 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.

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

3.6 **Termination.** This Agreement may be canceled with or without cause by SBBC or BC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.7 **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 3.6.

3.8 **Annual Appropriation.** The performance and obligations of the parties under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If funds for the payment of services or products to be provided under this Agreement are not allocated, this Agreement may be terminated at the end of the period for which funds have been allocated. Notice shall be provided at the earliest possible time before such termination. No penalty shall accrue in the event this provision is exercised, and there shall be no obligation or liability for any damages as a result of termination under this section.

3.9 **Public Records.** Each party shall be in full compliance with Chapter 119, Florida Statutes. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting under this Agreement 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 and shall comply with the requirements of **Appendix A.**

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

3.12 **Place of Performance.** All obligations of the parties 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.

3.13 **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 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.

3.14 **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.

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

3.16 **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 assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Appendix A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles 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.

3.19 **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.

3.20 **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 express 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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, 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.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. BC has delegated authority to the College President or his/her designee to take actions necessary to implement and administer this Agreement.

3.26 **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.

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

*Janette M. Smith*  
Approved as to Form and Legal Content:

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW**



**FOR BC**

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES  
OF BROWARD COLLEGE, FLORIDA

By Mildred Coyne  
DocuSigned by:  
DCAA88DE1B7EA41...  
Mildred Coyne  
Name \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

-OR-

DocuSigned by:  
Elizabeth Beavin  
WH11087A9F3A4AD...

DocuSigned by:  
Kristina Retana  
WH11088190D8624CB...

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:  
GREGORY A. HAILE  
04210120E0824CB...  
GREGORY A. HAILE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 27th day of  
October, 20 17 by Mildred Coyne of

*Name of Person*

The District Board of Trustees of Broward College, Florida, on behalf of the corporation/agency.

*Name of Corporation or Agency*

He/She is personally known to me or produced N/A as  
identification and did/did not first take an oath. N/A Type of Identification

My Commission Expires:



(SEAL)

Amy C. Fulmer  
Commission # GG133488  
Expires: August 10, 2021  
Bonded thru Aaron Notary

Amy Fulmer  
Signature - Notary Public

Amy Fulmer  
Printed Name of Notary

Notary's Commission No. GG133488

## APPENDIX A

### Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Florida Statutes 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/>.

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.

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.