



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**F-1.**

MEETING DATE	2020-09-15 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Equity & Diversity

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

**TITLE:**  
Cooperative Agreement between The School Board of Broward County, FL (SBBC) and Gregory Tony, Sheriff of Broward County, Florida

**REQUESTED ACTION:**  
Approve Cooperative Agreement between The School Board of Broward County, FL (SBBC) and Gregory Tony, Sheriff of Broward County, Florida.

**SUMMARY EXPLANATION AND BACKGROUND:**  
To provide secondary and adult education to youth adjudicated as adult inmates in a secured State of Florida correctional facility. The agreement also provides secondary and adult education to adult inmates who request education services. Whiddon-Rogers Education Center is the school responsible for providing educational services for juveniles and adults in secured detention under the Florida Department of Corrections. The Broward Sheriff's Office is the agency that manages the Broward County Adult Detention Facilities.  
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: Safe & Supportive Environment  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), adult workforce generated by adult education enrollment, and funding allocated by Broward Sheriff's Office through the Law Enforcement Trust Fund.

**EXHIBITS: (List)**  
(1) BSO Executive Summary (2) BSO Cooperative Agreement

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: David Watkins	Phone: 754-321-1600
Name: Dr. Antoine L. Hickman	Phone: 754-321-1778

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

Antoine Hickman- Chief Student Support Initiatives & Recovery Officer  
Signature  
*Antoine L. Hickman*  
9/1/2020, 2:50:35 PM

Approved In Open Board Meeting On: **SEP 15 2020**  
By: *Dana Kan*  
School Board Chair

## EXECUTIVE SUMMARY

<b>Cooperative Agreement</b>	<b>Agreement with Gregory Tony, Sheriff of Broward County, Florida</b>
Agencies Included	Broward Sheriff's Office
Status	Renewal of contract between SBBC and 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), adult workforce generated by adult education enrollment, and funding allocated by Broward Sheriff's Office through the Law Enforcement Trust Fund
Managing Department/ School	Department of Equity and Diversity David Watkins, Director, 754-321-1600
Source of Additional Information	Office of School Performance and Accountability Dr. Carletha B. Shaw-Rolle, Cadre Director, 754-321-3818
Project Description	To provide secondary and adult education to youth adjudicated as adult inmates in a secured State of Florida correctional facility. The agreement also provides secondary and adult education to adult inmates who request education services. Whiddon-Rogers Education Center is the school responsible for providing educational services for juveniles and adults in secured detention under the Florida Department of Corrections. The Broward Sheriff's Office is the agency that manages the Broward County Adult Detention Facilities.
Evaluation Plan	SBBC will annually assess student achievement using District approved assessments such as the Florida Standards Assessment (FSA), End of Course Exam (EOC), Number of High School Diplomas awarded, and Number of High School Equivalency Diplomas awarded as established by the Florida Department of Education. From the 2019-2020 school year: 542 students were serviced (32 high school students and 510 adults); 2 youth earned their high school diploma. From the 2018-2019 school year: 843 students were serviced (42 high school students and 801 adults); 14 youth graduated via high school equivalency.
Research Methodology	<p><b>Florida State Statutes 951.061 the county commission may designate the sheriff as chief correctional officer of the county correctional system, and the sheriff shall appoint officers as necessary. The sheriff is responsible for enforcing all existing state law concerning the operation and maintenance of the county jails.</b></p> <p>Florida State Statutes 944.801, 951.476, 951.23, and 1002.33 allow agreements with public or private school districts, entities, community colleges, junior colleges or universities as may be deemed appropriate for the purpose of carrying out its duties and responsibilities and ensure that agreements require minimum performance standards and standards for measurable objectives in accordance with established Department of Education standards. Minors who are adjudicated as adults and who are in the custody or under the supervision of the Department of Corrections may receive and participate in educational services provided by the department without the parental consent of the minors. The educational services may include any educational, career, or vocational training that is authorized by the sheriff or chief correctional officer, or his or her designee.</p> <p>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 county or municipal detention facility shall be offered educational services by the local school district in which the facility is located. These educational services shall be based upon the estimated length of time the youth will be in the facility and the youth's current level of functioning. School district superintendents or their designee shall be notified by the county sheriff or chief correctional officer, or his or her designee, upon the assignment of a youth under the age of 21 to the facility. A cooperative agreement with the local school district and applicable law enforcement units shall be developed to address the notification requirements and the provision of the educational services to these youth.</p>

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of September, 2020 by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
a body corporate,  
hereinafter referred to as the "SBBC", whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

**GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA**  
hereinafter referred to as the "SHERIFF" whose principal 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 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 inmates 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 inmates; and

**WHEREAS**, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, 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 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 1002.221, Florida Statutes, 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**, Section 1003.53 (1)(a)(b), (2), (3), (4)(2) Florida Statutes, provides dropout prevention and academic intervention programs that may differ from traditional educational programs and

schools in scheduling, administrative structure, philosophy, curriculum, or setting and shall employ alternative teaching methodologies, curricula, learning activities, and diagnostic and assessment procedures in order to meet the needs, interests, abilities, and talents of eligible students; Student participation in such programs shall be voluntary; Eligible students shall be reported in the appropriate basic cost factor in the Florida Education Finance Program. Each district school board providing a dropout prevention and academic intervention program pursuant to this section shall maintain for each participating student records documenting the student's eligibility, the length of participation, the type of program to which the student was assigned or the type of academic intervention services provided, and an evaluation of the student's academic and behavioral performance while in the program.

**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 on August 12, 2020 and continue through June 30, 2022.

2.02 **SHERIFF's Policies.** The SBBC shall 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) calendar 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 the 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 fifteen (15) students 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 always be required to wear their identification badge displayed properly while within the confines of a SHERIFF's detention facility.

**2.10 Jail Access.** The SBBC staff must complete SHERIFF safety and security orientation in order to work with the inmates in the detention facility.

**2.11 Attire.** SBBC personnel assigned to work in a SHERIFF detention facility shall wear professional attire.

**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.** The SHERIFF will not collect fees from inmate's as a condition of enrollment into educational programs.

**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. Services will be provided in accordance with the approved SBBC calendar (**Exhibit 1**) and with the laws and rules governing the provision of educational services to eligible students in detention programs operated by SHERIFF.

**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 SBBC's efforts to provide an appropriate learning environment by limiting unnecessary interruptions during scheduled class time and scheduled High School Equivalency (HSE) testing sessions including, loud television, radio, and other noises or activities that interfere with the teaching and learning process.

**2.18 Educational Services.** Inmates 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 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's 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 HSE Testing (HSE formally GED).**

a) **HSE Testing.** The SHERIFF shall reimburse the SBBC for the HSE test cost for each inmate that participates in the HSE test.

b) **HSE Tuition.** The SHERIFF shall pay a lump sum total consideration to SBBC, not to exceed Fifty Four Thousand Dollars and 00/100 Cents (\$54,000.00) which will entitle SHERIFF to one

thousand two hundred (1,200) individual inmate registrations on a rolling basis over multiple successive quarterly terms. One registration covers the full enrollment tuition for one (1) term for one inmate. Any additional consideration for additional registrations shall be agreed to be the parties and invoiced to SHERIFF by SBBC throughout the term of this Agreement but subject to Grant funding. SHERIFF shall provide adequate classroom space at the Jail Facilities for training.

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

**BROWARD COUNTY MAIN JAIL**

555 Southeast 1 Avenue  
Fort Lauderdale, FL 33301

**THE NORTH BROWARD BUREAU**

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

**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 section 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 section 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.** The SHERIFF shall 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 shall 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 the SHERIFF. In the event the SBBC locks up its property in the space provided by the 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 thirty (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 quarterly reports to the Broward Sheriff's Office:

- a) Number of inmates services and how they are assessed
- b) Number of HSE (formally GED) completions
- c) Current list of SBBC personnel authorized to enter SHERIFF's detention facilities
- d) List of any SBBC personnel no longer needing access and date of termination
- e) 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.

a) 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 section 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>	Chief, Student Support Initiatives & Recovery	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.

b) **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.

- a) 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).
- b) 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.
- c) 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:

- a) With respect to SHERIFF's liability:  
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
- b) With respect to SBBC's liability:  
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: Chief, Student Support Initiatives & Recovery  
The School Board of Broward County, Florida  
1400 NW 14<sup>th</sup> Court  
Fort Lauderdale, FL 33311

With a Copy to: Director, Equity & Diversity  
The School Board of Broward County, Florida  
1400 N.W. 14<sup>th</sup> Court

Fort Lauderdale, Florida 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 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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.

**2.40 SBBC Disclosure of Education Records.**

a) Purposes: SBBC will share the education records in this section with the SHERIFF to provide education services in the Correctional Education Program pursuant to Section 944.801(7), Florida Statutes. These services include (but not limited to):

- 1) Educational placement options
- 2) Employment & Vocational/Career training options (transition services)
- 3) Adult Basic Education Program
- 4) High School Equivalency Exam preparation
- 5) Adult High School Diploma
- 6) Secondary Education Diploma options
- 7) Educational Services for students with disabilities

b) SBBC will provide the following types of information to the SHERIFF:

- 1) Graduation Status
- 2) Special Programs
- 3) Student Transcript
- 4) 504 Plan (if applicable)

- 5) Student Exit Transition Portfolio
- 6) Academic Progress Reports
- 7) High School Equivalency Test Results
- 8) High School Equivalency Practice Test Results
- 9) Industry Certification Exam Results

c) Consent and exceptions to consent:

1) SBBC shall obtain the written consent of parents/guardians or students age 18 or over prior to disclosing the education records in this section. In instances where consent cannot be obtained SBBC will share information without consent as permitted by the applicable FERPA exceptions to consent.

2) Regarding education records shared **prior** to the student's adjudication, pursuant to FERPA 34 CFR 99.31(5)(B) and 99.38, if disclosure allowed by State statute concerns the juvenile justice system and the system's ability to effectively service the student prior to adjudication, then SBBC may disclose the education records listed in this section without the prior written consent of the parent or student age 18 or over. For all other purposes of disclosure **prior** to adjudication and types of information to be disclosed, SBBC shall obtain prior written consent of the parent or student age 18 or over. SHERIFF shall notify SBBC of student adjudications.

3) Additional exceptions to written parental consent (**prior** or **after** adjudication):

i. in a health or safety emergency (34 CFR Part 99.31(10)) and under the conditions of (99.36), if the information is necessary to protect the health and safety of the student or other individuals. In determining that there is an articulable and significant threat to the health or safety of a student or other individuals, school officials may disclose information from education records to any person whose knowledge of the information is necessary to protect the health and safety of the student and other individuals.

ii. to comply with a lawfully issued subpoena (99.31 (a)(9)(i) &(ii)). Parents and eligible students must be given advance notice of SBBC's intent to comply with the order or subpoena in 10 days, so the parent or eligible student may seek protective action. However, no notice is required if the parent is a party to child abuse, neglect, or dependency proceeding and the order is issued in that proceeding. Likewise, no notice is required if the subpoena or court order is confidential and prohibits disclosure to parents or eligible students of the existence of and the response to the subpoena.

iii. to agency caseworker or other representative of a state or local child welfare agency to serve student in Crossover status (dependency and delinquency), pursuant to FERPA, 20 U.S.C. Section 1232g; as amended by the Uninterrupted Scholars Act, 20 USC 1221;

d) Any disclosures made by SBBC under the FERPA exceptions to consent listed in this section require SBBC to record the disclosure, maintain a record of each request for access to and each disclosure of Personally Identifiable Information from the education records of each student and maintain the record with the education records of the student as long as the records are maintained. (34 CFR 99.32(a)(1) and (2)).

## 2.41 Safeguarding The Confidentiality of Shared Student Records.

a) Notwithstanding any provision to the contrary within this Agreement, the SHERIFF shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use, re-disclose or allow access to same except as required by this Agreement or as required or permitted by law, and 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 laws. Absent consent from parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws. Access to SBBC education records (including education records stored on an electronic database) may only be provided to those who are party to this agreement with a need to access the records;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement.

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for use in determining the appropriate programs and services for each juvenile or the juvenile's family, or for coordinating the delivery of the programs and services;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no

ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

c) The SHERIFF shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this 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, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**2.42 HIPAA Compliance.** The SHERIFF acknowledges that the Health Insurance Portability and Accountability Act ("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 protected health information ("PHI") and may be applicable to student records in certain circumstances; PHI may be used and disclosed only in compliance with HIPAA.

#### **2.43 Audits.**

a) SHERIFF's Records related to this Agreement, regardless of the form in which they are kept, shall be provided to SBBC within a reasonable timeframe upon request to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement.

b) Approved SBBC staff shall be permitted, subject to SHERIFF's security regulations, access to the jail facility to review the attendance and working conditions of SBBC staff and to maintain oversight of SBBC physical assets in the facility.

c) Should SBBC be audited by the Department of Education, Florida Department of Education, Inspector General, or its external and regulatory auditors, or the like, for matters related to this Agreement, SHERIFF shall assist SBBC in the audit by providing appropriate documentation.

### **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 SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party 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 Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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 SHERIFF shall 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 payments or overpayments, SBBC shall promptly notify SHERIFF. SHERIFF shall immediately refund such excess funds to SBBC.

**3.09 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.

**3.10 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.

**3.11 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.

**3.12 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.

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

**3.14 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.

**3.15 Incorporation by Reference.** **Exhibit 1** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**3.16 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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**3.17 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.

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Agreement 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.

**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.

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

**[THE SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW**

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By *Donna Korn*  
Donna P. Korn, Chair

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: Gregory Tony, Sheriff of Broward County,  
Florida  
Date: 2020.08.13 11:13:40 -04'00'

Office of the General Counsel

**[THE SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR: GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

DocuSigned by:  
*Gary Palmer*  
BY \_\_\_\_\_  
18FA2B32EC364EA  
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: \_\_\_\_\_  
DocuSigned by:  
*Terrence Lynch*  
84C9E594DDEB4B3  
DS  
#LF  
Terrence O. Lynch, General Counsel  
Office of General Counsel

8/12/2020 | 12:55 PM PDT  
Date

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Exhibit 1

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

**Schools & Administrative Offices Calendar for 2020 - 2021 School Year**

This Schools and Administrative Offices calendar is established to show employees a summary of when schools and/or district offices are closed. Employees should refer to the 2020-2021 Personnel Work Day Summary to determine their first and last day of work as well as their days (paid/unpaid) off. Paid days off are in accordance to the collective bargaining agreements and meet and confer groups. Employees earn sick leave based on Florida State Statute 1012.61. Employees on a vacation earning calendar accrue vacation time in accordance with School Board Policy 4480.

**82 Day (41/41) Semester / 98 Day (47/51) Semester School Year Configuration**

July, 2020					August, 2020					September, 2020				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
31														

  

October, 2020					November, 2020					December, 2020				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
31														

  

January, 2021					February, 2021					March, 2021				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
31														

  

April, 2021					May, 2021					June, 2021				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
31														

Thanksgiving Holiday - Monday, November 23, 2020 through Friday, November 27, 2020.  
 School Winter Break - Monday, December 21, 2020 through Friday, January 1, 2021. Students return Monday, January 4, 2021.  
 School Spring Break - Monday, March 22, 2021 through Friday, March 26, 2021. Students return Monday, March 29, 2021.  
 FTE Survey 2 - October 5 - 9, 2020; FTE Survey 3 - February 8 - 12, 2021

Codes Used on Calendar:	
■	Administrative Offices Closed
▲	Teacher Planning (Traditional Schools)
●	Early Release
■	Interim Reports Issued (9/11/20, 11/17/20, 2/9/21, 4/23/21)
■	Report Cards Issued (11/12/20, 2/3/21, 4/14/21, 6/30/21)
■	Traditional Schools Closed
■	Principals Make-Up Days (10/16/20, 1/7/21, 2/18/21, 3/18/21, 4/8/21, 6/9/21)

**Note:** When Schools & Administrative Offices are closed, "Black-Out-Days" are identified by The Office of School Performance & Accountability and extracurricular activities will be restricted or will not occur.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**Calendar for 2020-2021**

**Calendar for Summer Term 2021  
Community Schools and Technical Colleges**

This calendar is established for personnel who are employed for the Community Schools and Technical Colleges summer term 2020.

43 Day Summer Term 2021

June 2021  
14 Work Days School 14

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		

July 2021  
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August 2021  
8 Work Days School 8

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	31			

Codes Used on Calendar

1	Begin Summer Term
2	Last Day Summer Term
Day Off	Day Off
▲	Teacher Planning

\*Final Calendar for Summer Term 2021 is contingent upon Board Approval of the 2021-2022 School Calendar in December 2020.