

COOPERATIVE AGREEMENT

2019 - 2023

Educational Services to Students Under the Jurisdiction of the Department of Juvenile Justice

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and between

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

and

THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17
(hereinafter referred to as "DJJ"),
whose principal place of business is
2928A North State Road 7,
Lauderdale Lakes, FL 33311

WHEREAS, SBBC and DJJ is entering into this Cooperative Agreement to deliver educational services to students under the jurisdiction of the Department of Juvenile Justice as required by Section 1003.52, Florida Statutes; and

WHEREAS, SBBC has determined that some children need alternative settings and/or instructional strategies to achieve their educational goals; and

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

WHEREAS, DJJ accepts as clients, children who are residents of the State of Florida and are now enrolled in or who have applied for enrollment in educational programs under the jurisdiction of the SBBC; and

WHEREAS, DJJ operates settings that include: prevention, intervention, secure detention, residential and/or nonresidential programs, either directly or through private providers, and to which Broward County students have been assigned; 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 provide educational services to students in juvenile justice programs, 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(6), Florida Statutes, addresses the exchange of information and/or coordination of services between school districts and juvenile justice agencies and juvenile assessment centers in the school district.

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

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 - ENABLING LEGISLATION

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

- a) Section 943.0525, Florida Statutes - Criminal justice information systems; use by state and local agencies;
- b) Section 985.04(1), (4) (a), (b), (c), (d), Florida Statutes, - Oaths, records and confidential information;
- c) Section 1003.52, Florida Statutes - Educational Services in Department of Juvenile Justices Programs;
- d) Section 1003.53(6) Florida Statutes – Dropout prevention and academic intervention.

ARTICLE 3 – SPECIAL CONDITIONS

3.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2023.

3.02 **Organization Chart.** The parties shall share their organizational chart with each other. The organizational chart shall be maintained with updates reported as they occur. The staff of both agencies are required to know the appropriate communication protocol.

3.03 **SBBC Designee.** SBBC's designee for purposes of administering this Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration, with whom DJJ is to communicate on all compliance issues related to this Agreement.

3.04 **DJJ Designee.** DJJ designee for purposes of administering this Agreement shall be the Chief Probation Officer who may assign a designated administrator for monitoring compliance with whom SBBC is to communicate on all compliance issues related to this Agreement.

3.05 **Educational Program Administration.** The responsibility for administration of the instructional program rests with SBBC and will be conducted in accordance with SBBC policies and rules, which include, but may not be limited to, scheduling and staffing patterns. DJJ will provide documentation of previous educational records at the time of enrollment to ensure appropriate educational placement.

3.06 **Educational Funding.** Student enrollment figures will be reported in July, October, February, and June FTE surveys. DJJ agrees to make every effort not to move district students ("student" or "students") five (5) days prior to and during FTE survey weeks. The FTE survey dates is contained within **Exhibit 1**.

3.07 **Cooperation and Collaboration.** SBBC and DJJ shall:

- a) Work cooperatively to minimize the difficulties, which may arise, due to the differences in laws, statutes, and administrative rules, policies, and procedures governing each DJJ; and
- b) Strive for continuity and coordination of services across the residential, non-residential, educational, and/or social services programs provided by the agencies in DJJ settings; and
- c) Work collaboratively with the DJJ on-site program director and the SBBC designee, on the selection of the education staff assigned to DJJ facilities; and
- d) Engage in open and frequent communication and attend regularly scheduled meetings to discuss and evaluate student behavior and any activities, events, or obstacles that may impact the student's ability to meet educational goals.

3.08 **Coordination of Education Programs.** Where feasible, SBBC shall ensure that all educational programs in residential commitment facilities are coordinated with the student's regularly-assigned school, particularly with respect to a student with an Individual Education Plan (IEP) under Part B of the Individuals with Disabilities Education Act (IDEA).

3.09 **Coordination with Regularly-Assigned School.** If a student is identified as being in need of special education services during his/her term at a residential commitment facility, SBBC shall notify the child or youth's regularly-assigned school of the identified need(s).

3.10 **Certification and Licensure.**

- a) All professionals serving students under this Agreement must be appropriately certified by State of Florida law and/or meet applicable local licensure requirements; and
- b) SBBC shall provide teachers who have met certification requirements as set forth in Chapter 6A-4 of the State Board of Education rules;
- c) SBBC shall assign teachers to classes in accordance with Florida Course Code Directory and district's SBBC approved dropout prevention program plan;
- d) The parties agree to ensure to recruit and train teachers who are interested, qualified, or are experienced in educating students in juvenile justice programs;
- e) Consultation among school district administrators and the Director of the Juvenile Justice Program will occur to review applicant's prior performance and qualifications when selecting instructional personnel for the program; and
- f) SBBC shall offer SBBC sponsored staff development opportunities to DJJ staff on a space-available basis. The costs related to said activities, if any, will be the responsibility of the participant's employer; and
- g) All DJJ employees, providers, appointees, or agents who come into contact with students, as part of the educational program must submit to background check in a manner prescribed by SBBC and at their employer's expense; and
- h) SBBC shall ensure contracted educational staff are aware of the responsibilities in this agreement that the school district is requiring them to adhere to.

3.11 **Procedures for provision of qualified Personnel and Services.**

a) **For SBBC Direct Service at Broward Regional Juvenile Detention Center and SBBC Contract Provider locations (Sequel TSI of Florida, LLC and Youth Opportunity Investments LLC), SBBC shall provide:**

- 1) An instructional day of no less than three hundred (300) minutes of daily instruction. All non-educational activities within the three hundred (300)-minute instructional day must be approved by the Superintendent's designee prior to occurrence. Lack of approval is considered non-compliance;
- 2) An annual educational service contract of two hundred forty (240)-student contact days and ten (10) teacher planning days. Instructional programs will participate in the district early release training days outlined in **Exhibit 1** while ensuring twenty-five (25) hours of instructional time is provided per week.
- 3) Instructional personnel, including teachers, who have met certification requirements as set forth in Chapter 6A-4, Florida Administrative Code, of the State Board of Education rules, and paraprofessionals based on average daily attendance rates;
- 4) Staff development for teachers in current instructional and behavior management methods;
- 5) ESE (Exceptional Student Education) services as determined by SBBC to include evaluation, staffing meetings, and if needed, IEP (Individual Education Plan) initiation and monitoring, while maintaining ESE compliance;
- 6) ESOL (English for Speakers of Other Languages) services to qualifying students, as outlined in the student's LEP (Limited English Proficiency) plan;
- 7) Accommodations to 504 (Section 504 of the Rehabilitation Act of 1973) students, as outlined in the student's 504 Plan;

8) Teachers with appropriate reading certification and/or endorsement to meet the needs of Level 1 and Level 2 middle and high school students, as outlined in the District's K-12 Comprehensive Reading Plan; and

9) A Principal, Assistant Principal, ESE Specialist, ESE Support Facilitator, School Counselor, IMT, Speech Therapist, Technology Specialist, or, DJJ Contract Manager, Director of Accountability, administrative oversight and other services as deemed appropriate or as required by state law.

b) For SBBC Contracted Providers (AMIKids Greater Fort Lauderdale, Inc., PACE Center for Girls, Inc.), such Contract Providers shall provide:

1) An instructional day no less than three hundred (300) minutes of daily instruction. The Superintendent's designee prior to occurrence must approve all non-educational activities within three hundred (300)-minute instructional day. Lack of approval is considered non-compliance; and

2) An annual educational service contract of two hundred thirty (230)-day student contact for PACE and two hundred forty (240) contact days for AMIKids, plus ten (10) teacher planning days. Instructional programs will, also, participate in the District's early release training days outlined in **Exhibit 1**;

3) Instructional personnel, including classroom teachers and ESE teachers, who have met certification requirements as set forth in Chapter 6A-4, Florida Administrative Code, of the State Board of Education rules, and paraprofessionals based on average daily attendance rates; and

4) Staff developments for teachers in current instructional and behavior management methods;

5) ESE (Exceptional Student Education) services as determined by SBBC to include Speech Language Services (SLP), IEP (Individual Education Plan) implementation and monitoring, while maintaining ESE compliance. In the event the SBBC provides SLP services to an SBBC contracted provider, the contracted provider will be invoiced for the services and the provider shall submit payment to SBBC for said services;

6) ESOL (English Speakers of Other Languages) services to qualifying students, as outlined in the student's LEP (Limited English Proficiency) plan; and

7) Accommodations to 504 (Section 504 of the Rehabilitation Act of 1973) students, as outlined in the student's 504 Plan; and

8) Teachers with appropriate reading certification and/or endorsement to meet the needs of Level 1 and Level 2 middle and high school students, as outlined in the District's K-12 Comprehensive Reading Plan; and

9) SBBC shall provide a Principal, Assistant Principal, ESE Specialist, School Counselor, IMT, Technology Specialist, the DJJ Contract Manager, Director of Accountability, and Reading Coach services that assist with the maintaining of Quality Improvement compliance, administrative oversight, and other services as deemed appropriate or required by state law.

3.12 **Student Planning.** SBBC shall develop a written Progress Monitoring Plan (PMP) that is age and grade appropriate for all students in DJJ prevention, residential, or day treatment programs no later than three (3) school days after the administration of the entry assessments. This plan shall be based on each student's entry assessment and past educational history. For ESE students, SBBC shall also develop IEP goals and objectives that directly relate to the student's identified academic and/or behavioral deficiencies and needs. SBBC shall document the initiation

of ESE services as soon as a student's ESE status is made known, not to exceed eleven (11) school days of student entry. SBBC shall provide instruction and access to career, employability, and secondary opportunities. SBBC shall support youth treatment goals established by DJJ and provide feedback on educational and behavioral progress as requested. SBBC's representative shall review student's academic progress toward achieving the content of their goals and objectives in PMPs, IEP's, and transition plans. DJJ and SBBC will work collaboratively to schedule treatment team, transition and exit meetings to accommodate and encourage attendance so that all treatment goals are met. At a minimum, SBBC shall participate in treatment team, transition and exit meetings by providing feedback on agreed upon forms. Student records (including educational records contained in the commitment packet) will be accessed by the educational staff upon a district student's entry into the program.

3.13 **Parental Involvement.** Where feasible, SBBC shall involve parents in efforts to improve the educational achievement of their student and prevent the further involvement of such student in delinquent activities.

3.14 **Student Assessment and Evaluation.** SBBC and DJJ shall:

- a) SBBC and DJJ shall initiate an assessment process, which is coordinated and avoids duplication services, and ensures that eligible student are evaluated for the purposes of implementing the most appropriate educational, residential, and/or treatment program available;
- b) SBBC and DJJ shall define assessment protocols for intake, service implementation, student progression and promotion, and transition planning; and
- c) SBBC and DJJ shall implement recommendations of annual Quality Improvement review of treatment and educational services; and
- d) DJJ shall secure and provide to SBBC an approved Consent for Educational Program Participation Form for each client to be enrolled in the educational program. This form, reflecting parent/guardian consent, must be signed and dated prior to program enrollment each time a student enters a Dropout Prevention Program. A new form is required each school year; and
- e) SBBC shall annually assess student achievement in mathematics, reading and writing using a District approved assessment to determine the effectiveness of academic initiatives, except at the Broward Regional Juvenile Detention Center where alternative assessments are given;
- f) DJJ shall make available a quiet, private room for SBBC sponsored psychological evaluations and Exceptional Student Education (ESE) staffings for and ESE eligible students in the program. DJJ shall make a good faith effort to provide additional staff and space to accommodate Florida Standards Assessment (FSA) and EOC testing on the annual test dates established by the Florida Department of Education (DOE) and shall ensure that students with special needs, including ESE and Limited English Proficient Students (LEP), are accommodated according to their individual needs;
- g) DJJ shall make every effort not to move students five (5) business days prior to and during EOC and applicable district/State required testing;
- h) SBBC contracted Providers shall inform SBBC of the person or persons in charge of administering assessment;
- i) SBBC contracted Providers shall use the state or district required assessment tool, and
- j) SBBC contracted Providers shall appoint a person(s) responsible for securing and administering the, Common Assessments and End of Course (EOC). The responsible person(s)

shall complete required documentation. The responsible person(s) shall attend all SBBC training sessions for administering the tests.

3.15 **Program Completion.** DJJ shall inform SBBC of a student's program completion date no less than thirty (30) calendar days prior to dismissal to ensure the completion of the educational transition process.

3.16 **Transition.** SBBC shall work collaboratively with DJJ to develop district-wide transition procedures, for students moving into and out of juvenile justice residential commitment facilities. To achieve this, all parties agree: All students' effective transition, both short and long-term, to the home, community, school and/or work environment must begin at the program in-take and continue throughout the program and/or treatment implementation.

a) SBBC shall enroll students in the school district MIS immediately upon entering the DJJ educational program. In order to achieve this, the students' home school shall withdraw the student without delay upon getting noticed that the student is participating in a DJJ educational program, regardless of FTE survey periods or report card distribution;

b) SBBC shall provide students with a course schedule based on a review of past records (including ESE records), entry assessment, and student progression requirements, including withdrawal forms with grades in progress from the previous school.

c) SBBC shall also support youth treatment goals established by DJJ and provide feedback on educational and behavioral progress as requested; and

d) DJJ shall notify SBBC of upcoming student transitions sixty (60) calendar days prior to release;

e) SBBC shall then complete an exit packet for each student, which shall include all necessary educational records;

f) DJJ shall provide SBBC with a daily withdrawal log, weekly updated release dates, and monthly treatment team lists;

g) SBBC shall collaborate with aftercare providers to facilitate a seamless return to the most appropriate educational setting upon notification of youth's release from a DJJ program based upon the student Electronic Education Exit Plan (EEEP); and

h) DJJ shall not to move students out of a DJJ program during FSA and district assessments, except in cases when such a move is mandated by the courts.

3.17 **Provision of Transition Assistance.** Where feasible, SBBC shall provide transition assistance (including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling) to help the child or youth stay in school.

3.18 **Promotion and Graduation Options.** SBBC will ensure all youth be supported to attain promotion as middle and/or high school students. A standard twenty four (24)-credit and eighteen (18)-credit diploma is available for all students. Students who are sixteen (16) years of age or older and who demonstrate the ability on an official pretest are eligible to take the High School Equivalency Diploma prior to program completion. Students who meet eligibility criteria for the Performance Based Exit Option (PBEO) shall be provided access. Students who are two (2) to three (3) years overage can be referred for the Academically Challenging Curriculum to Enhance Learning (ACCEL) diploma option.

3.19 **Drop Out Re-Entry.** SBBC shall provide support programs that encourage students who have dropped out of school to re-enter school once their terms at a residential commitment facility have been completed, or provide such students with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent.

3.20 **Attendance.** DJJ shall:

- a) comply with SBBC's attendance policy - School Board Policy 5.5 - as described in the Code of Student Conduct in order to prevent truancy and promote school attendance;
- b) Ensure that student attendance is taken on a daily basis as required by SBBC; and
- c) Ensure that non-attendance of youth under their jurisdiction shall be referred to the courts.

3.21 **Immunization.** DJJ shall comply with the State of Florida immunization requirements as described in the Code of Student Conduct. Compliance with the current schedule of immunizations is required to be admitted to school or to attend classes. The official document is identified as Form 680. A thirty (30)-day waiver is provided for those students who are remanded by the courts to a program in Broward County but whose records must be requested from another county in the State of Florida or state. Upon receipt of the records, if a student is out of compliance, DJJ shall bring the student into compliance.

3.22 **Access to Student Meals.** DJJ has the option of becoming a sponsor of the National School Lunch and Breakfast program and claiming reimbursement from that program for meals, or purchasing meals from SBBC, or purchasing meals elsewhere. If DJJ chooses to purchase meals from SBBC, a separate agreement with the Department of Food Nutrition Services will be executed by the parties for such services.

3.23 **Transportation.** Only SBBC or State approved vehicles may be used to transport students during the school day for school sponsored activities.

3.24 **School Improvement Plan.** A representative of DJJ will serve as a member of the School Advisory Council for the purpose of developing a School Improvement Plan (SIP) for the Department of Juvenile Justice educational services programs. The objective of the School Improvement Plan is to establish measurable goals, which support academic achievement. The School Improvement Plan shall identify the measurable outcomes for student performance in reading, writing, and math. SBBC shall review and revise the SIP annually.

3.25 **Student Performance.** SBBC receives an annual DJJ Education Program Performance Rating. SBBC must share outcomes with DJJ and collaborate on how to maintain or improve rating.

3.26 **Program Policies.** DJJ shall:

- a) (Direct Service Programs) Have a staff member within each classroom at all times (excluding day treatment programs) to provide management of student behavior and to ensure safety of students and SBBC personnel. Additionally, all classes will be conducted with a minimum of one classroom teacher and DJJ staff members in accordance with the DJJ contracted ratio. The teacher is not included in the program's ratio count; and

b) (Direct Service & Purchase Service Programs) Provide SBBC a copy of their behavior management plan at the time of Agreement approval;

c) (Direct Service & Purchase Service Programs) Ensure that all DJJ program providers submit to SBBC written procedures regarding incidents – bomb threats, fires, and other such incident(s) that could put students in jeopardy of bodily injury and/or cause bodily injury; and

d) Direct Service & Purchase Service Programs Ensure that all DJJ program providers submit to SBBC written procedures governing intake, evaluation, dismissal, and separation of students.

3.27 Code of Conduct, Safety and Support.

a) Code of Conduct. SBBC shall provide the Code of Student Conduct which shall be signed by the parent(s)/guardian or agency and the student as part of the intake process. The Code of Student Conduct shall be enforced and fully support SBBC's effort to provide an optimal learning environment. SBBC will ensure that all school district employed educational personnel working in a DJJ program are not permitted to intervene in physical altercations. DJJ agrees to comply with the Board's Policy on expulsion as described in School Board Policy 5006; and

b) Safety and Support. The parties agree to provide a safe and secure environment for all youth and personnel and investigate all safety violation incidents that arise including those that include instructional personnel. SBBC shall notify DJJ of incident reports submitted by instructional personnel of safety and PREA violation(s), and any occurrences which require the immediate and/or urgent response, action or other intervention to protect and ensure the safety and security of the youth under its jurisdiction, the public, and significant incidents relating to the care, safety, and humane treatment of youths under DJJ supervision and in facilities and programs operated by DJJ, its providers, and grantees.

3.28 Technical Assistance. For Direct Service programs (BRJDC, Sequel/Pompano Youth Treatment Center, & YOI/Broward Youth Treatment), SBBC will ensure that all computers meet the technical specifications to administer required computer-based assessments. For Purchase Service programs (PACE & AMI), SBBC will ensure, through their educational provider, that all computers meet the technical specifications to administer required computer-based assessments. SBBC agrees to provide technical assistance to support purchase service programs with technical specifications.

3.29 Achievement Standards. SBBC shall ensure that educational programs in the residential commitment facilities are related to assisting students to meet high academic achievement standards.

3.30 Cooperative Training. SBBC agrees to provide technical assistance to DJJ in the development, coordination, and review of personnel training needs for staff responsible for providing education-related services to students. DJJ shall provide annually a facility and Behavior Management System (BMS) orientation for SBBC staff. Newly hired staff shall receive facility orientation and beginning teacher program as appropriate.

3.31 SBBC Disclosure of Education Records.

a) Purposes: SBBC will share the education records in this section with DJJ in order to support the parties' collaborative strategies and programs to provide a coordinated overlay of services to students. These services include (but are not limited to):

- 1) Educational placement options
- 2) Employment & Vocational/Career training options (transition services)
- 3) Exceptional Student Education

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

- 1) Demographics
- 2) General Assignment
- 3) Contact Information
- 4) Health History
- 5) Assignment History
- 6) Current Schedule
- 7) Current Grades
- 8) Academic History
- 9) Graduation Status
- 10) Daily Summary
- 11) Absence Detail
- 12) Special Programs
- 13) Discipline Summary
- 14) Student Transcript
- 15) Student Support Interventions
- 16) 504 Plan (if applicable)
- 17) Student Exit Transition Portfolio
- 18) Threat Assessment
- 19) Progress Monitoring Plan (PMP)
- 20) Student Assessment and Evaluation

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.

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;
- iv. 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)).

3.32 Safeguarding The Confidentiality of Shared Student Records.

a) Notwithstanding any provision to the contrary within this Agreement, DJJ 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, 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) Up to the applicable limits provided by Section 768.28, Florida Statute, DJJ 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.

3.33 **HIPAA Compliance.** DJJ 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.

3.34 **Sign-on Codes.** DJJ shall to provide sign-on codes to designated SBBC staff to access the Juvenile Justice Information System (JJIS).

3.35 **Receipt of Confidential Information.** SBBC shall designate personnel, via the superintendent, authorized to receive confidential criminal history information.

3.36 **Control of Confidential Information.** SBBC shall ensure that information obtained from the JJIS database will be disseminated only to appropriate school personnel and will carry a warning, regarding the reliability, confidentiality, and control over additional dissemination. DJJ shall ensure that information obtained from the student records database will be disseminated only appropriate DJJ personnel and will carry a warning, regarding the reliability, confidentiality and control over additional information.

3.37 **Employment.** SBBC agrees to attract, retain, and train teachers, principals, and support personnel in support of students at DJJ settings.

3.38 **Educational Staffing Ratio.** SBBC agrees to provide instructional and non-instructional personnel based upon student average daily attendance rates at the specified educational sites.

3.39 **Facility Staffing.** SBBC shall work to ensure that residential commitment facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.

3.40 **Instructional Materials and Supplies.** SBBC shall furnish those teaching materials and supplies necessary to provide the appropriate curriculum and instructional program for the students.

3.41 **Best Practices Information.** DJJ shall receive and utilize information regarding best practices for students in DJJ settings as disseminated by Florida Department of Education, Division of Public Schools, Bureau of Student Services and Exceptional Student Education.

3.42 **Change in Status.** DJJ shall establish procedures to inform SBBC in a timely manner of new facilities, relocation of programs, or any change in the status at existing program settings, which impacts the number of students served within SBBC’s boundaries.

3.43 **Case Management Information.** DJJ shall share dispositional, placement and case management information with SBBC and law enforcement for the purposes of assessment, placement and enhancement supervision of juveniles referred to DJJ.

3.44 **Notification of Changes.** DJJ agrees to notify the sheriff, law enforcement, and the SBBC superintendent of schools, or designees, immediately upon learning of the move or other relocation of students housed in a direct services education program into, out of, or within Broward County.

3.45 **Provision of Care.** DJJ agrees to provide all aspects of student care, including security, housing, feeding, clothing, non-instructional record-keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of youth. DJJ staff will inform SBBC when a student is involved in a serious incident or injured, according to the applicable DJJ policies and procedures. DJJ will provide SBBC training on the site-specific behavior intervention plan at the beginning of the school year and periodic reviews for new and veteran staff. The training supports the goal of both agencies, to ensure the positive progression of students behaviorally and academically. It is essential that the agencies work as a cohesive team and follow the behavior intervention plan. Each party must recognize the unique role played by its staff and establish guidelines for teambuilding. The parties agree to ensure the following:

- a) There is a written common classroom behavior management plan agreed to by the Superintendent/Facility Administrator of each facility and The Director of the educational program that includes the assessment of student needs and specific procedures for the direct care staff's role in addressing disruptive student behavior;
- b) The Superintendent/Facility Administrator or designee provides training/orientation at least annually and within 30 days of hire for all educational and facility staff working in the classrooms to review the characteristics of students served at the program, the behavior management plan, de-escalation techniques, and crisis intervention procedures;
- c) All school district employed teachers and instructional personnel working in a DJJ program are not permitted to intervene in physical altercations and must defer to the trained program staff who are responsible for physical interventions with youth in accordance with the department's policies and procedures;
- d) Reciprocal cooperation in investigations and/or management reviews including allowing educational staff to be interviewed as subjects or witnesses to incidents as appropriate and following school district procedures for removing educational staff from the classroom if they are under an abuse investigation; and
- e) Share findings of investigations/management reviews with the Superintendent/Facility Administrator, the contract manager in the school district, and the principal at the program. The DJJ program will defer action on findings on school personnel to SBBC for action.

3.46 **Telephone Line.** DJJ shall provide a dedicated phone line for an SBBC-provided telephone facsimile machine for SBBC use only. SBBC personnel will be afforded unlimited private access to telephone for official school-related business.

3.47 **Internet Access for SBBC Staff.** DJJ shall provide a DSL Internet connection for the purpose of official SBBC business that can be accessed by SBBC staff during the school day for buildings other than those owned by SBBC. SBBC will provide internet access to areas owned by SBBC.

3.48 **SBBC Staff Safety and Security.** DJJ shall provide site-based training on procedures for all drills, facility emergencies, fire lockdown, tornado, and evacuation. Evacuations shall be posted in conspicuous locations throughout the facility. In the event of a serious threat or harm to SBBC personnel, the Superintendent's designee, the Administrative Principal, has the authority to suspend educational services for up to ten (10) days to allow for SBBC and DJJ to address and resolve the emergency situation.

3.49 **Health Certificates.** DJJ shall maintain current sanitation and health certificates and submit to annual fire inspections for all buildings used as part of its educational program.

3.50 **Building Maintenance.** SBBC owns seven (7) portables that are located at the Broward Regional Juvenile Detention Center. These portables are utilized exclusively for educational purposes and will be maintained by SBBC. SBBC shall maintain school board owned portables used to house students and teachers in a state of good repair. Daily maintenance of portables is the responsibility of SBBC. DJJ may use these SBBC portables for non-educational purposes with prior authorization from SBBC designee. DJJ shall maintain buildings owned or leased by DJJ used to house students and teachers in a state of good repair and submit to annual SBBC safety inspections. Daily maintenance of buildings owned or leased by DJJ used to house students and teachers is the responsibility of DJJ to include, but not be limited to; cleaning bathrooms, mopping floors, emptying wastebaskets, and refurbishing sanitary supplies such as soap, toilet paper, and paper towels.

3.51 **Damaged Property.** SBBC shall take reasonable safeguards to protect their property. DJJ assumes responsibility for any damage to, or loss of, SBBC property if such damage or loss is due to the neglect or misconduct on behalf of DJJ. DJJ will be billed by the SBBC for repair or replacement costs. DJJ shall make such remuneration within thirty (30) days of billing.

3.52 **Supplemental Efforts.** DJJ is encouraged to supplement SBBC's efforts to provide an optimal learning environment. Examples of such can include, but will not be limited to: appropriate leisure time reading materials (i.e. periodicals, newspapers, and books), critical thinking games (i.e. chess), and remedial support through mentors, software, and project-based activities that support positive student progression.

3.53 **Internet Access for Instructional Support.** DJJ 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 (CIPA). 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. SBBC shall provide filtered Internet access in the academic settings in structures owned by SBBC.

3.54 **Use of Technology.** To the extent possible, SBBC shall use technology to assist in coordinating educational programs between the detention facility site and the child or youth's regularly assigned school. SBBC will ensure that educational services are provided through the Florida Virtual School and/or District Virtual School as appropriate pursuant to Sections 1002.37, 1002.45, and 1003.498, Florida Statute.

3.55 **Mutual Training Opportunities.** SBBC shall offer SBBC-sponsored staff development opportunities to DJJ staff on a space-available basis. DJJ shall offer DJJ-sponsored staff development opportunities to SBBC staff on a space-available basis. The intent is to provide access to select training opportunities that will increase staff skills in working with youth involved with Juvenile Justice or the SBBC. The costs related to said opportunities, if any, shall be the responsibility of the participant's employers.

3.56 **Annual Review and Survey.** SBBC and DJJ agree to annually review the allocation of resources in support of the DJJ educational services program. SBBC shall ensure educational programs in residential commitment facilities annually submit the Juvenile Justice Education Survey, pursuant to Sections 985.618 and 985.622, Florida Statutes, and Rule 63B-1.007, Florida Administrative Code, an instrument assessing the degree of juvenile justice educational resources, partnerships, and outcomes.

3.57 **Respecting Confidentially.** SBBC and DJJ shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions with the state. It is intended that parents/guardians, students, and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that there will be strict adherence to all applicable laws and regulations pertaining to those rights.

3.58 **Disputes:** In the event that a dispute arises under this Agreement, the parties agree to the following dispute resolution measures:

- a) Step 1 - resolution of the dispute among staff at the local DJJ level; and
- b) Step 2 - resolution of the dispute between DJJ heads, i.e., the Superintendent and the Chief Probation Officer, Circuit 17.
- c) Step 3 - If the dispute remains unresolved after the two (2) levels of discussion, the invoking party may seek any legal redress available to it.

3.59 **Inspection of DJJ's Records by SBBC.** DJJ shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All DJJ's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments and/or claims submitted by DJJ or any of DJJ's payees pursuant to this Agreement. DJJ's Records subject to examination shall include, without

limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. DJJ's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

a) DJJ's Records Defined. For the purposes of this Agreement, the term "DJJ's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to DJJ's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to DJJ pursuant to this Agreement.

c) Notice of Inspection. SBBC's agent or its authorized representative shall provide DJJ reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction.

d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to DJJ's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

e) Failure to Permit Inspection. Failure by DJJ to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any DJJ's claims for payment by SBBC.

f) Inspection of Subcontractor's Records. DJJ shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by DJJ to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to DJJ pursuant to this Agreement and such excluded costs shall become the liability of DJJ.

g) Inspector General Audits. DJJ shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

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

Chief, Student Support Initiative & Recovery
The School Board of Broward County, Florida
1400 N.W. 14th Ct.
Fort Lauderdale, Florida 33311

With a Copy to: Director, Equity & Diversity
The School Board of Broward County, Florida
1400 N.W. 14th Ct.
Fort Lauderdale, Florida 33311

To DJJ: Cassandra Evans, Chief Probation Officer, Circuit 17
Florida Department of Juvenile Justice
2928A North State Road 7
Lauderdale Lakes, FL 33311

The Impacted Parties: Duviel Rosello, Superintendent
Broward Detention Center
222 N.W. 22nd Ave.
Ft. Lauderdale, Florida 33311

Assistant Secretaries Dixie Fosler & Garrett Tucker (Interim)
The Florida Department of Juvenile Justice
2737 Centerview Drive, Suite 307
Tallahassee, Florida 32399

3.61 **Required Insurance Coverages.** Each party acknowledges without waiving its rights 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 limits that may change and be set forth by the legislator.

3.62 **Prison Rape Elimination Act (PREA) Training.** All teachers, administrative staff, and support personnel having contact with youth in DJJ Detention and Residential Facilities as well as Volunteers and Contractors who perform services on a continuous basis or at regular intervals, or who volunteer 10 hours or more each month will complete the required

training for the Prison Rape Elimination Act of 2003 (PREA). The course is available on the Department's PREA website under FDJJ Course for Volunteers and Contractors at [http://www.djj.state.fl.us/partners/prison-rape-elimination-act-\(prea\)/training-tools](http://www.djj.state.fl.us/partners/prison-rape-elimination-act-(prea)/training-tools) Training must be completed within 30 days of hire and a refresher training is required every two years. Substitute teachers used more than one day are also required to complete this course. Signed acknowledgement forms should be provided to the Facility Administrator. Educational personnel must report all potential PREA violations through the child abuse hotline and directly to the Facility Administrator where the alleged abuse occurred.

3.63 **Background Screening:** DJJ agrees 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 DJJ or its personnel providing any services under the conditions described in the previous sentence. DJJ 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 DJJ and its personnel. The parties agree that the failure of DJJ to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, DJJ agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in DJJ's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or DJJ of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.64 **Liability** 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.

a) By SBBC: SBBC agrees to be responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

b) By DJJ: Up to the limits of Section 768.28, Florida Statutes, DJJ agrees to indemnify, hold harmless and defend SBBC, its agents, servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by DJJ, its agents, servants or employees; the equipment of DJJ, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of DJJ or the negligence of DJJ's agents when acting within the scope of their employment, whether such claims, judgments, costs

and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by DJJ, SBBC, or otherwise.

3.65 Program Requirements for Correctional Facilities Receiving Title I, Part D, Funds. The parties agree as follows: Provide compliance with PL 114-95, Section 1423 of the Every Student Succeeds Act of 2015 to meet all thirteen (13) elements in Section 1425 as follows:

- a) where feasible, ensure that educational programs in the juvenile justice facilities are coordinated with the student's home school, particularly with respect to a student with an IEP (Individualized Education Program) under Part B of the Individuals with Disabilities Education Act;
- b) if the child or youth is identified as in need of special education services while in a juvenile justice facility, notify the local school of the child or youth of such need;
- c) where feasible, provide transition assistance to help the child or youth stay in school to include coordination of services for the family, counseling assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- d) provide support programs that encourage children and youth who have dropped out of school to reenter school and attain a regular high school diploma once their term at a juvenile justice facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- e) work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
- f) ensure that educational programs in the juvenile justice facilities are related to assisting students to meet the challenging State academic standards;
- g) to the extent possible, use technology to assist in coordinating educational programs between the juvenile justice facility and the community school;
- h) where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such children in delinquent activities;
- i) coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and career and technical education funds;
- j) coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable;

- k) if appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;
- l) upon the child's or youth's entry into the juvenile justice facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of education services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and
- m) upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

3.66 **Program Assessment and Evaluation.** DJJ Monitoring and Program Improvement staff shall conduct an annual Quality Improvement Review of each DJJ program. DOE provides annual performance ratings for DJJ schools beginning in the 2019-2020 School Year. SBBC and DJJ agree to mutually review each other's evaluation findings and assist in correcting deficiencies in a timely manner.

3.67 **No Contact Order.** DJJ shall provide any contact order entered by the Circuit 17 Court to SBBC's Superintendent of Schools or his/her designee to ensure compliance with the order and the requirements of Section 1006.13(6), Florida Statutes.

ARTICLE 4 – GENERAL CONDITIONS

4.01 **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.

4.02 **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. 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.

4.03 **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 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. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

4.04 **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.

4.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left upon 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 facility 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.

4.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 4.05.

4.07 **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 the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

4.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon

the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

4.09 **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.

4.10 **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 an applicable statute of limitations.

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

4.12 **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.

4.13 **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.

4.14 **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.

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

4.16 **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.

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

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

4.19 **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.

4.20 **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 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.

4.21 **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.

4.22 **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.

4.23 **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.

4.24 **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.

4.25 **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.

4.26 **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 _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS]

FOR THE DEPARTMENT OF JUVENILE JUSTICE

(Corporate Seal)

THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE, CIRCUIT 17

ATTEST:

By [Signature]
Cassandra Evans, Chief Probation Officer,
Duly Authorized Representative

_____, Secretary

-or-

[Signature]
Witness
[Signature]
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6/15/20 (date) by Arlene Wilcox (name of officer or agent, title of officer or agent) of Department of Juvenile Justice (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 15th day of June, 2020.

My Commission Expires:

[Signature]
Signature – Notary Public

Arlene Wilcox
Printed Name of Notary

GG 086356
Notary's Commission No.

(SEAL)

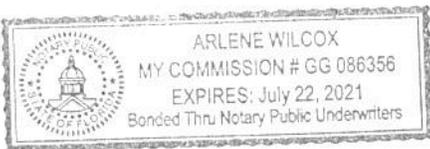


EXHIBIT 1

250 Day DJJ Calendar - DRAFT VERSION

School Year

2019 - 2020

July 2019				
22 Work Days		School 22		
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2019				
22 Work Days		School 17		
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

September 2019				
20 Work Days		School 20		
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				

October 2019				
23 Work Days		School 22		
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17 ^{1A}	18
21	22	23	24	25
28	29	30	31	

November 2019				
17 Work Days		School 17		
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December 2019				
21 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20 ^{1A}
23	24	25	26	27
30	31			

January 2020				
21 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February 2020				
19 Work Days		School 19		
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20 ^{1A}	21
24	25	26	27	28

March 2020				
22 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19 ^{1A}	20
23	24	25	26	27
30	31			

April 2020				
21 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9 ^{1A}	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2020				
20 Work Days		School 20		
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2020				
22 Work Days		School 21		
Mon	Tue	Wed	Thu	Fri
1	2 ^{1A}	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DRAFT Revised 5/01/19 CD

Codes Used on Calendar		Survey Schedule	
	Teacher Planning (10 days)	Survey 1: July 8-12	
	Early Release (6 days)	Survey 2: Oct 7 - 11	
	FTE Week	Survey 3: Feb 3 - 7	
	DJJ Non-work days	Survey 4: June 8-12	