

**INTERAGENCY AGREEMENT FOR THE PURPOSE OF SHARING INFORMATION
ABOUT JUVENILE OFFENDERS**

THIS AGREEMENT is made and entered into as of this ____ day of _____,
_____, (effective date) by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17

(hereinafter referred to as “DJJ”)
whose principal place of business is
5070 Coconut Creek Parkway, Margate Florida 33063

and

GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SHERIFF”)
whose principal place of business is
2601 West Broward Boulevard, Fort Lauderdale, Florida 33312

and

CITY OF CORAL SPRINGS POLICE DEPARTMENT

(hereinafter referred to as “CSPD”)
whose principal place of business is
2801 Coral Springs Drive, Coral Springs, Fort Lauderdale, Florida 33065

and

CITY OF COCONUT CREEK POLICE DEPARTMENT

(hereinafter referred to as “CCPD”)
whose principal place of business is
4800 West Copans Road, Coconut Creek, Florida 33063

and

TOWN OF DAVIE POLICE DEPARTMENT

(hereinafter referred to as “DPD”)
whose principal place of business is
1230 South Nob Hill Road, Davie, Florida 33324

and

CITY OF FORT LAUDERDALE POLICE DEPARTMENT

(hereinafter referred to as “FLPD”)

whose principal place of business is

300 West Broward Boulevard, Fort Lauderdale, Florida 33312

and

CITY OF HILLSBORO BEACH POLICE DEPARTMENT

(hereinafter referred to as “HBPD”)

whose principal place of business is

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

and

CITY OF HOLLYWOOD POLICE DEPARTMENT

(hereinafter referred to as “HPD”)

whose principal place of business is

3250 Hollywood Boulevard, Hollywood, Florida 33021

and

CITY OF LAUDERHILL POLICE DEPARTMENT

(hereinafter referred to as “LPD”)

whose principal place of business is

5581 West Oakland Park Boulevard, Lauderhill, Florida 33313

and

CITY OF LIGHTHOUSE POINT POLICE DEPARTMENT

(hereinafter referred to as “LHPPD”)

whose principal place of business is

3701 Northeast 22nd Avenue, Lighthouse Point, Florida 33064

and

CITY OF MARGATE POLICE DEPARTMENT

(hereinafter referred to as “MAPD”)

whose principal place of business is

5790 Margate Boulevard, Margate, Florida 33063

and

CITY OF MIRAMAR POLICE DEPARTMENT
(hereinafter referred to as “MPD”)
whose principal place of business is
11765 City Hall Promenade, Miramar, Florida, 33024

and

CITY OF PEMBROKE PINES POLICE DEPARTMENT
(hereinafter referred to as ‘PPPD”)
whose principal place of business is
9500 Pines Boulevard, Pembroke Pines, Florida 33024

and

CITY OF PLANTATION POLICE DEPARTMENT
(hereinafter referred to as “CPPD”)
whose principal place of business is
400 Northwest 73rd Avenue, Plantation, Florida 33317

and

VILLAGE OF SEA RANCH LAKES POLICE DEPARTMENT
(hereinafter referred to as “SRLPD”)
whose principal place of business is
1 Gatehouse Road, Sea Ranch Lakes, FL 33308

and

CITY OF SUNRISE POLICE DEPARTMENT
(hereinafter referred to as “SPD”)
whose principal place of business is
10440 West Oakland Park Boulevard, Sunrise, Florida 3351

and

CITY OF WILTON MANORS POLICE DEPARTMENT
(hereinafter referred to as “WMPD”)
whose principal place of business is
2020 Wilton Drive, Wilton Manors, Florida 33305

and

TOWN OF PEMBROKE PARK POLICE DEPARTMENT
(hereinafter referred to as “TPPPD”)
whose principal place of business is
3150 SW 52nd Ave, Pembroke Park, Florida 33023

**THE STATE ATTORNEY OF THE SEVENTEENTH CIRCUIT
IN AND FOR BROWARD COUNTY**
(hereinafter referred to as “SAO”)
whose principal place of business is
201 Southeast 6th Street, Suite 07150, Fort Lauderdale, Florida 33301

and

**THE PUBLIC DEFENDER OF THE SEVENTEENTH CIRCUIT
IN AND FOR BROWARD COUNTY**
(hereinafter referred to as “PDO”)
whose principal place of business is
201 Southeast 6th Street, Suite 3872, Fort Lauderdale, Florida 33301

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), the implementing regulations of FERPA, 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), Florida Statutes, provides that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the FERPA and the implementing regulations issued pursuant thereto at 34 CFR Section 99. Moreover, 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, “DJJ”, the school, law enforcement authorities, and other signatory agencies. Information provided in furtherance of an interagency agreement is intended 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; and

WHEREAS, Section 985.04(1), Florida Statutes, requires DJJ and the SHERIFF, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purposes of: 1) sharing information about juvenile offenders among all parties; 2) specifying the conditions under which summary criminal history information is to be made available to appropriate school personnel; 3) specifying the conditions under which school records are to be made available to appropriate department personnel; and 4) providing for notification to any

classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, Section 1006.13(4)(a), (b), and (c) Florida Statutes, also required each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for: 1) ensuring that acts that pose a threat to school safety, whether committed by a student or adult, are reported to law enforcement agencies and the agreements address the role of the school resource officers, if applicable, in handling reported incidents; and 2) determining the incidents, as outlined in The School Board's discipline matrix, that require school-based administrators to consult and report to school resource officers school-based delinquent acts and crimes and

WHEREAS, Section 1003.53(6), Florida Statutes, addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, Section 1006.13(6)(b), Florida Statutes, provides that each district school board shall adopt a cooperative agreement with DJJ which establishes guidelines for ensuring that any no contact order entered by a court is reported and enforced and that all of the necessary steps are taken to protect the victim of the offense; and

WHEREAS, the parties recognize that a combined and coordinated effort is necessary to share information about juvenile offenders and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Sections 985.04(4)(a) and 1003.53(6) 1006.13(6)(b), Florida Statute; and

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

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

ARTICLE 1 – RECITALS

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

ARTICLE 2 - ENABLING LEGISLATION

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

- (a) The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g;
- (b) Title 34 CFR Part 99 - Family Educational Rights and Privacy Act Regulations;
- (c) Section 943.0525, Florida Statutes, - Criminal justice information systems; use by state and local agencies;
- (d) Section 985.04(1), (4) (a), (b), (c), (d), Florida Statutes, - Oaths, records and confidential information;
- (e) Section 1002.22(2), Florida Statutes, - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
- (f) Section 1002.221, Florida Statutes, K-12 Education Records; public records exemption;
- (g) Section 1003.53(6) Florida Statutes – Dropout prevention and academic intervention;
- (h) Section 1006.13(6)(b), Florida Statutes, – Establishing guidelines ensuring any no contact order is reported and enforced and necessary steps are taken to protect victim.

ARTICLE 3 – SPECIAL CONDITIONS

3.01 **Term of Interagency Agreement.** Unless terminated earlier pursuant to Section 4.01 of this Interagency Agreement, the term of this Interagency Agreement shall commence upon execution by all parties and shall continue in effect through June 30, 2023.

3.02 **Definitions.** In this Agreement, the following terms shall have the meanings specified in this section:

- (a) Adjudication means a factual finding by the court that the minor/child has committed a delinquency act or violation of law, regardless of whether adjudication is withheld.
- (b) Delinquent act means one that violates a law of this state, the United States, or any other state that is a misdemeanor or a felony or a violation of a county or municipal ordinance which would be punishable by incarceration if the violation were committed by an adult;
- (c) Juvenile Offender means a minor charged with a delinquent act or violation of law;
- (d) Chiefs of Police means individuals designated by their respective municipalities to act as the head of their law enforcement agency.
- (e) Educational Record as defined by the Family Educational Rights and Privacy Act (FERPA) means those records that contain information directly related to a student and which are maintained by an educational agency or institution or by a party acting for the agency or institution. Law Enforcement Records held by a “Law Enforcement Unit” or “Treatment Records” held by an educational institution subject to FERPA are excluded from the definition of an Educational Record.

3.03 **Educational Program Transitions.** SBBC shall establish procedures as outlined in the Florida Department of Juvenile Justice Transition handbook in accordance with Section 1003.52 (10) (a) (b) and (c), Florida Statutes for the transition of youth in the custody of DJJ to the most appropriate educational setting.

3.04 **Procedures for Serving Needs of Delinquents.** The parties to this Interagency Agreement will develop procedures as outlined in the Florida Department of Juvenile Justice Transition handbook in accordance with Section 1003.52(10)(a), (b), and (c), Florida Statutes that identify their respective roles and responsibilities in addressing the needs of those district school students identified as juvenile offenders.

3.05 **Dropout Prevention.** SBBC dropout prevention and academic intervention programs shall be coordinated with social service, law enforcement, prosecutorial, defensive, and juvenile justice agencies and juvenile assessment centers within Broward County. In accordance with Section 1003.53 (6), Florida Statutes, the Parties to this Agreement are authorized to exchange information contained in student records and juvenile justice records. A Party to this Agreement receiving records pursuant to this Section shall hold those records confidential and exempt from Section 119.07(1), Florida Statutes, in accordance with Section 1002.22, Florida Statutes. The Parties receiving such information shall use the information only for official purposes connected with the certification of students for admission to and for the administration of the dropout prevention and academic intervention program and shall maintain the confidentiality of such information unless otherwise provided by law or rule.

3.06 **Offense Information Sharing** In accordance with Section 985.04(1)(c), Florida Statutes, the Parties hereby agree that summary criminal history information may be shared with each other, and specifically SBBC personnel, under the following conditions:

- (a) When a child of any age is taken into custody by a law enforcement officer for an offense that would have been a felony if committed by an adult, or a crime of violence, and/or
- (b) When a child of any age is formally charged by a state attorney with a felony or a delinquent act that would be a felony if committed by an adult.
- (c) When a child of any age is adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or *nolo contendere* to, a crime that would be a felony if committed by an adult or a felony.

3.07 **Criminal Sexual History.** DJJ shall disclose to the school superintendent *via* a monthly data exchange the presence of any child in the care and custody or under the jurisdiction or supervision of DJJ who has a known history of criminal sexual behavior with other juveniles; is alleged to have committed juvenile sexual abuse, as defined in s. 39.01, Florida Statutes; or has pled guilty or *nolo contendere* to, or has been found to have committed, a violation of Chapter 794, Chapter 796, Chapter 800, Section 827.071, or Section 847.0133, Florida Statutes, regardless of adjudication.

3.08 **Mandatory SBBC Reporting.** In accordance with Section 1006.(4)(a), (b), and (c), SBBC shall notify the appropriate participating law enforcement agency having jurisdiction

of any felonies and misdemeanors that come to the attention of SBBC personnel, whether committed by a student or adult, and delinquent acts that would be felonies or misdemeanors if committed by an adult, and of any acts that pose a threat to school safety, whether committed by a student or adult. In those schools in which a School Resource Officer (“SRO”) has been assigned by a law enforcement agency, the SRO’s responsibility is to receive such report and to take appropriate action within that SRO’s reasonable judgment. SROs shall also report to their agencies any incidents and offenses that, in the SRO’s reasonable judgement, pose a threat to school safety. Any delinquent act and crime occurring at school facilities will be recorded in SBBC’s Discipline Management System (DMS).

3.09 **SBBC Disclosure of Education Records.**

(a) The purpose of SBBC sharing the education records in this section with the participating parties to this Agreement is to support the parties’ collaborative strategies and programs to provide a coordinated overlay of services to students. These services include:

1. Educational placement options
2. Youth Mental Health Services
3. Threat Assessment Protocol
4. Children & Family Social Services
5. Employment & Vocational/Career training options (transition services)
6. School Safety & Security

(b) Pursuant to 34 CFR §99.31, SBBC will provide education records to the parties to this agreement in the following circumstances, pursuant to FERPA regulations and applicable state statutes without obtaining consent from the student’s parent/guardian or student age 18 or older:

1. Behavioral Threat Assessment

(a) For Law Enforcement Officers (“LEO”) participating in the Behavioral Threat Assessment Meeting who have signed as a team member, SBBC will provide the LEO, upon his/her request at the meeting, with the education records used and discussed during the LEOs participation in the Behavioral Threat Assessment Meeting. In addition, the Behavioral Threat Assessment document shall be provided to the LEO following the conclusion of the threat assessment meeting upon request by the signatory LEO. 34 CFR §99.31(a)(10) and 34 CFR §99.36(c).

(b) Prior to a preliminary determination by the behavioral threat assessment team that a student poses a threat of violence to himself or herself or others or exhibits significantly disruptive behavior or need for assistance, the behavioral threat assessment team may obtain summary criminal history record information, as provided for

in Section 985.04(1), Florida Statutes. *A member of a behavioral threat assessment team may not disclose any criminal history record information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the behavioral threat assessment team.* F.S. §1006.07(7)(c). Law enforcement that obtain criminal history record information under this section must provide the information in accordance with Criminal Justice Information Systems requirements.

In accordance with Section 1006.07(7)(d), the parties to this Agreement may share with each other records or information relating to students experiencing or at risk of an emotional disturbance or mental illness that are confidential or exempt from disclosure under Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others. Any information shared by SBBC to another party must comply with FERPA.

2. Prior to Adjudication

SBBC shall provide any and all education records of individual students to the parties of this agreement after a student has been arrested but prior to adjudication to assist the parties to this Agreement to effectively plan for services for the student. 34 CFR §99.38

3. Health and Safety Emergencies

When school officials determine that there is an articulable health or safety emergency, SBBC shall disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. 34 CFR §99.31(a)(10) and 34 CFR §99.36(c).

4. Lawfully Issued Subpoenas or Court Orders

SBBC shall provide any and all educational records of individual students to the parties of this agreement to comply with a lawfully issued subpoena. Parents and eligible students will 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 will be given if the subpoena or court order is confidential and prohibits disclosure to parents, eligible students or any other individual of the existence of and the response to the subpoena. 34 CFR §99.31(a)(9)(i)

Any disclosures made by SBBC pursuant to the above circumstances will be recorded and maintained regarding each request for access to and each disclosure of the education records of the individual student. (34 CFR 99.32(a)(1) and (2)).

(c) Consent and exceptions to consent

1. 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. This consent shall be acquired by using the most current version of the Authorization for Release and/or Request for Information for. (Attachment A).

3.10 **Safeguarding the Confidentiality of Shared Student Records**

(a) Notwithstanding any provision to the contrary within this Agreement, the parties 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, redisclose or allow access to same except as required by this Agreement or as required or permitted by law, or 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 a 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 prior to adjudication;

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) at the option of the party: 1) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or 2) reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those that may be 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 purge education records from all any media once any media equipment is no longer in use or is to be purge 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, dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.11 **Public Records.** The Parties agree to comply with the terms and conditions of this Agreement and Florida's public records laws.

3.12 **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. Nothing herein contained is intended, nor shall be construed 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 of liability existing as set forth in Florida Statute 768.28.

3.13 **Reporting Criminal Offenses.** SBBC shall ensure that all SBBC personnel are properly informed as to their responsibilities regarding the reporting of criminal offenses.

3.14 **Victim Rights Notification.** If any of the types of offenses outlined in F.S. §1006.13(6) occur and involve a victim, SBBC officials shall notify the victim of his/her right to

press criminal charges against the offender. When the victim is a minor, SBBC officials shall notify the victim's parents or legal guardian of the offense and of the victim's right to press charges against the offender. SBBC personnel shall cooperate in any investigation or any proceedings concerning the offense.

3.15 **Information System Interfaces & Costs (DJJ)**. DJJ shall provide technical assistance for interfacing its information system with those of other agencies as permitted under this Interagency Agreement. Each party will bear the costs attributable to its own access to information possessed by other parties to this Interagency Agreement. Each party will participate in a work group to manage, review and evaluate the sharing of information between the agencies participating in this Interagency Agreement.

3.16 **Data Sharing**. DJJ and SBBC shall utilize an electronic interface that will allow sharing of information across between their respective systems.

(a) DJJ agrees to submit a monthly list(s) of Broward County students involved in the DJJ System. The data shall include, but not be limited to the assigned probation officer, highest legal status, beginning date of service, ending date of service, and/or school related arrests.

(b) SBBC agrees to provide a monthly match report to the list provided by DJJ to include, but not be limited to, school assignment, grade, attendance, disciplinary history, and ESE eligibility.

(c) The parties agree to ensure that adequate controls are in place to safeguard electronic information from unauthorized or unintended disclosure.

3.17 **No Contact Orders**. The Department of Juvenile Justice agrees that any no contact order entered by the circuit court will be provided to SBBC's Superintendent of Schools or his/her designee to ensure compliance with the order and the requirements of Section 1006.13(6)(b), Florida Statutes.

(a) When a victim is identified within the order, SBBC officials shall notify school of the order and all necessary steps will be taken to protect the victim of the offense.

(b) Any student offender who is attending a public school and who is adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or *nolo contendere* to, a felony violation of the following:

1. homicide
2. felony assault, battery and culpable negligence
3. kidnapping, false imprisonment, luring or enticing a child, and custody offenses
4. sexual battery
5. lewdness and indecent exposure
6. abuse of children
7. felony robbery
8. robbery by sudden snatching
9. carjacking

10. home-invasion robbery

who is not exempted pursuant to a written disposition order under section 985.445(2), may not attend any school attended by the victim or a sibling of the victim of the offense or ride on a school bus on which the victim or a sibling of the victim is riding.

(c) If the student offender is unable to attend any other school in the district in which the student offender resides and is prohibited from attending a school in another school district, SBBC shall take every reasonable precaution to keep the student offender separated from the victim while on school grounds or on school transportation. The steps to be taken by SBBC to keep the student offender separated from the victim must include, but are not limited to, in-school suspension of the offender and the scheduling of classes, lunch, or other school activities of the victim and the student offender so as not to coincide.

3.18 **Litigation.** Any litigation that is brought by a party as a result of this Agreement shall be brought exclusively in the Courts of the Seventeenth Judicial Circuit in and for Broward County, Florida or in the case of federal jurisdiction, the United States District Court for the Southern District of Florida.

(a) Nothing herein shall preclude a party from exercising its authority to terminate this Interagency Agreement with or without cause pursuant to Section 4.01.

3.19 **Incorporation by Reference. Exhibit 1** (Authorization for Release and/or request for Information), attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.20 **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: Dr. Vicki Cartwright, Interim, Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief, Student Support Initiatives & Recovery
Dr. Antoine Hickman
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, Florida 33311

To DJJ: Cassandra Evans, Chief Probation Officer
Department of Juvenile Justice
5070 Coconut Creek Parkway

Margate, Florida 33063

To Sheriff: Gregory Tony, Sheriff
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

With a Copy to: Terrence Lynch, General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

To CSPD: Clyde Parry, Chief of Police
2801 Coral Springs Drive
Coral Springs, Florida, 33065

To CCPD: Albert Arenal, Chief of Police
4800 West Copans Road
Coconut Creek, Florida 33063

To DPD: Steven Kinsey, Chief of Police
1230 South Nob Hill Road
Davie, Florida 33324

To FLPD: Chief of Police
1300 West Broward Blvd
Fort Lauderdale, Florida 33312

To HBPD: Jay Szesnat, Chief of Police
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

To HPD: Chris O'Brien, Chief of Police
3250 Hollywood Boulevard
Hollywood, Florida 33021

To LPD: Constance Stanley, Chief Police
5581 West Oakland Park Boulevard
Lauderhill, Florida 33313

To LHPPD: Ross Licata, Chief of Police
3701 NE 22nd Avenue
Lighthouse Point, Florida 33064

To MAPD: Jonathan Shaw, Chief of Police
5790 Margate Boulevard

Margate, Florida 33063

- To MPD: Dexter Williams, Chief of Police
11765 City Hall Promenade
Miramar, Florida 33024
- To PPPD: Kipp Shimpeno, Chief of Police
9500 Pines Boulevard
Pembroke Pines, Florida 33024
- To CPPD: W. Howard Harrison, Chief of Police
400 Northwest 73rd Avenue
Plantation, Florida 33317
- To SRLPD: James O'Brien, Chief of Police
1 Gatehouse Road
Sea Ranch Lakes, Florida 33308
- To SPD: Anthony Rosa, Chief of Police
10440 West Oakland Park Boulevard
Sunrise, Florida 33351
- To WMPD: Gary Blocker, Chief of Police
2020 Wilton Drive
Wilton Manors, Florida 33305
- To TPPPD: Chief David Howard
3150 SW 52nd Ave
Pembroke Park, Florida 33032
- To SAO: Chief Assistant State Attorney
201 Southeast 6th Street, Suite 07150
Fort Lauderdale, Florida 33301
- To PDO: Gordon Weekes, Public Defender
201 Southeast 6th Street, Suite 3872
Fort Lauderdale, Florida 33301

3.21 **Background Screening.** Law Enforcement Officers are exempt from the screening requirements under FSS 1012.468(2)(c). The DJJ, SAO, and PDO agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their respective personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of a party or its respective personnel providing any services under the conditions described in the

previous sentence. SBBC shall not bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, for any required party or for any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to their respective personnel. The parties agree that the failure of any party to perform any of the duties described in this section shall constitute a material breach of this Interagency Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Interagency Agreement.

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

3.23 **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 or has insurance coverage providing 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.

ARTICLE 4 – GENERAL CONDITIONS

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

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

4.03 **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.

4.04 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida shall have jurisdiction over it for any dispute arising under this Agreement.

4.05 **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.

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

4.07 **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.

4.08 **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 provision of this agreement.

4.09 **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.

4.10 **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.

4.11 **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.

4.12 **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.

4.13 **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.

4.14 **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.

4.15 **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. Other Parties to this agreement may delegate authority to their chief executive officer or his/her designee, to take any action necessary to implement and administer this agreement.

4.16 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

4.17 **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: _____
Rosalind Osgood, Chair

Dr. Vicki Cartwright, Interim Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR DJJ

(Corporate Seal)

THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE

ATTEST:

By: _____
Cassandra Evans, Chief Probation
Officer

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR SHERIFF

(Corporate Seal)

GREGORY TONY, as SHERIFF OF
BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Gregory Tony, Sheriff

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of
Name of Person

_____, on behalf of the corporation/agency.
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF CORAL SPRINGS POLICE DEPARTMENT

(Corporate Seal)

CITY OF CORAL SPRINGS, FLORIDA

ATTEST:

By: _____
Clyde Parry, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF COCONUT CREEK POLICE DEPARTMENT

(Corporate Seal)

CITY OF COCONUT CREEK, FLORIDA

ATTEST:

By: _____
Karen M. Brooks, City Manager

Marianne Bowers, Interim City Clerk

Approved as to Form and Legal Content:

Albert A. Arenal, Chief of Police

Terrill C. Pyburn, City Attorney

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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

TOWN OF DAVIE POLICE DEPARTMENT

(Corporate Seal)

TOWN OF DAVIE, FLORIDA

ATTEST:

By: _____
Steven Kinsey, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF FORT LAUDERDALE POLICE DEPARTMENT

(Corporate Seal)

CITY OF FORT LAUDERDALE,
FLORIDA

ATTEST:

By: _____
Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF HILLSBORO BEACH POLICE DEPARTMENT

(Corporate Seal)

CITY OF HILLSBORO BEACH, FLORIDA

ATTEST:

By: _____
Jay Szesnat, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF HOLLYWOOD POLICE DEPARTMENT

(Corporate Seal)

CITY OF HOLLYWOOD, FLORIDA

ATTEST:

By: _____
Chris O'Brien, Chief of Police

, Secretary
-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF LAUDERHILL POLICE DEPARTMENT

(Corporate Seal)

CITY OF LAUDERHILL, FLORIDA

ATTEST:

By: _____
Constance Stanley, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF LIGHTHOUSE POINT POLICE DEPARTMENT

(Corporate Seal)

CITY OF LIGHTHOUSE POINT, FLORIDA

ATTEST:

By: _____
Ross Licata, Chief of Police

, Secretary
-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF MARGATE POLICE DEPARTMENT

(Corporate Seal)

CITY OF MARGATE, FLORIDA

ATTEST:

By: _____
Jonathan Shaw, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF MIRAMAR POLICE DEPARTMENT

(Corporate Seal)

CITY OF MIRAMAR, FLORIDA

ATTEST:

By: _____
Dexter Williams, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF PEMBROKE PINES POLICE DEPARTMENT

(Corporate Seal)

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

By: _____
Kipp Shimpeno, Chief of Police

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF PLANTATION POLICE DEPARTMENT

(Corporate Seal)

CITY OF PLANTATION, FLORIDA

ATTEST:

By: _____
W. Howard Harrison, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

VILLAGE OF SEA RANCH LAKES POLICE DEPARTMENT

(Corporate Seal)

CITY OF SEA RANCH LAKES, FLORIDA

ATTEST:

By: _____
James O'Brien, Chief of Police

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF SUNRISE POLICE DEPARTMENT

(Corporate Seal)

CITY OF SUNRISE, FLORIDA

ATTEST:

By: _____
Anthony Rosa, Chief of Police

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF WILTON MANORS POLICE DEPARTMENT

(Corporate Seal)

CITY OF WILTON MANORS, FLORIDA

ATTEST:

By: _____
Gary Blocker, Chief of Police

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR STATE ATTORNEY'S OFFICE

(Corporate Seal)

ATTEST:

By: _____

Chief Assistant State Attorney

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)

ATTACHMENT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AUTHORIZATION FOR RELEASE AND/OR REQUEST
FOR INFORMATION

I hereby request and authorize: _____
(Name of Person, School, or Department)

_____ to engage
(Street Address) (City) (State) (Zip) (Telephone #)

in verbal and/or written communication with and release records to: _____
(Name of Person, Job Title and/or School/Agency/Entity)

_____ (Street Address) (City) (State) (Zip) (Telephone #)

regarding the information checked below concerning my child* _____, whose date of birth is _____. I understand that information concerning psychiatric, psychological, medical diagnosis, drug or alcohol abuse, economic status, and educational information regarding my child will be released and/or communicated if indicated below. I further understand that this information might contain information regarding my family, in addition to my child.

- | | |
|--|--|
| <input type="checkbox"/> Treatment Plans | <input type="checkbox"/> Substance Abuse Treatment Records |
| <input type="checkbox"/> Treatment / Discharge Summaries | <input type="checkbox"/> Social and/or Developmental History |
| <input type="checkbox"/> Health / Medical Records | <input type="checkbox"/> Psychological and/or Psychiatric Evaluations |
| <input type="checkbox"/> Case / Progress / Therapy Notes | <input type="checkbox"/> Restorative Support Services |
| <input type="checkbox"/> Student Identification Number | <input type="checkbox"/> Social Support Services (Food, Clothing, Shelter) |
| Academic / School-related Records: | <input type="checkbox"/> Medical Services |
| <input type="checkbox"/> Grades | <input type="checkbox"/> HIV/AIDS test results or related conditions (to disclose or receive this information, specific individuals must be named above) |
| <input type="checkbox"/> Test Scores | |
| <input type="checkbox"/> Attendance | |
| <input type="checkbox"/> Suspensions / Expulsions | |
| <input type="checkbox"/> Exceptional Student Education / Section 504 records | |
| <input type="checkbox"/> Other _____ | |

For the Purpose of: _____

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by the recipient without an additional written consent. I understand this authorization will expire one (1) year after the date signed, or on _____, 20____, whichever is earlier. A copy of this authorization is valid in lieu of the original. I further understand I may withdraw my consent in writing at any time.

Print Name of Parent / Guardian / Eligible Student Signature of Parent / Guardian / Eligible Student Date

Relationship to Child

*Eligible students (age 18 or over) may authorize the release of their education records.

(USE THIS SPACE IF CONSENT IS WITHDRAWN)

I hereby withdraw my previous consent to the release of information about my child.

Date Consent Is Withdrawn Signature of Parent / Guardian / Eligible Student

Form #4301
REV 07/18
Risk Management