

**INTERAGENCY AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM
BEACH COUNTY AND CHILDREN'S SERVICES COUNCIL OF PALM BEACH
COUNTY CONCERNING STUDENT INFORMATION**

WHEREAS, the School Board of Palm Beach County ("School Board") provides public education to over 166,845 students and believes in protecting and promoting the education and health of school children; and

WHEREAS, the mission of the Children's Services Council of Palm Beach County (the "Agency") is to enhance the lives of Palm Beach County children and their families to enable them to attain their full potential by providing a unified context within which children's needs can be identified and resolved by all members of the community. In order to achieve its mission the Council will plan, develop, fund and evaluate programs and promote public policies which benefit Palm Beach County's children and families; and

WHEREAS, both parties are committed to promoting and improving the health and well-being of students, their families and staff through various health and social programs that prevent and address physical, social and emotional health problems, achieves learning readiness and enhance their quality of life; and

WHEREAS, the School Board in accordance with School Board Policy 5.50, deems the Agency as "other school officials" who have a legitimate educational interest in student records information in student jointly served, the School Board may disclose student information to the Agency in furtherance of the parties' goals.

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

The following terms shall have the meanings as described below when used in connection with this Agreement.

I. DEFINITIONS:

A. "Personally identifiable student information" includes, but is not limited to the student's name; the name of the student's parent or other family member; the address of the student or student's family; a personal identifier, such as the student's social security number or student number; a list of personal characteristics that would make the student's identity easily traceable; or any other information (or combination of data) that would make the student's identity easily traceable.

B. "Disclosure" means permitting access to or the release, transfer, or other communication of, personally identifiable information contained in education records to any party, by any means, including oral, written, or electronic means (or access to records that originally contained such information even if they have been redacted).

C. "Education records" means those records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution.

D. "Other school official" means the Agency pursuant to School Board Policy 5.50.

E. "Legitimate educational interests" are defined as the need to review an education record in order to fulfill the "other school official's" professional responsibilities and complete assigned job duties in performing their official task that requires access to information in the education records of students.

II. DISCLOSURE:

A. The parties acknowledge that the performance of this Agreement involves a process in which certain of the School Board's preexisting student information may be disclosed to the Agency to carry out the Agency's programs. The Agency agrees to limit the access to student records to persons who have legitimate educational interests in the information contained in the records. To the extent such persons are contracting with the Agency to assist the Agency in its evaluation efforts, the Agency may not disclose such information until those persons (i) are identified on the attached Exhibit "B" (or otherwise approved by the Supervisor or his/her designate), and (ii) have signed the agreement attached hereto as Exhibit "C" and the School District has also executed the agreement. The parties further acknowledge their obligation to perform this Agreement in a manner that maintains compliance with the requirements of state and federal law, including, but not limited to School Board Policy 5.50, Fla. Stat. § 1002.22, and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

B. The Agency shall instruct its personnel to avoid accessing confidential student information except for the legitimate purposes recognized under this Agreement.

C. The School Board recognizes that Agency personnel may have a legitimate educational interest in the confidential student information set forth in the attached Exhibit "A". Exhibit "A" may be amended by mutual agreement of the School Board's Superintendent or his/her designee and the CEO of the Agency or his/her designee, from time to time as warranted.

D. Pursuant to the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), personally identifiable student information shall not be disclosed by the Agency in any form (even if the document is redacted) without the prior written consent of the adult student or the parent or guardian of the pupil, as appropriate. In the event a written consent is obtained, the Agency shall keep record of each request for disclosure, showing 1) persons who have requested and/or obtained such information and 2) the legitimate interest such persons have in requesting or obtaining this information.

E. The School Board and the Agency have both prioritized school success for children in Palm Beach County. Accordingly, in order to better plan, assess and evaluate the achievement of students, this Agreement will serve to allow the School Board to share data with the Agency for the following purposes:

1. Evaluation: To acquire data that will allow the Agency to assess the effectiveness of individual programs.
2. Research: To acquire data on students served by the Agency funded programs and comparison groups to analyze the impact of systems of care and groups of programs that serve the same clients.
3. Planning: To acquire district, targeted geographic or school specific data to be aggregated and analyzed to facilitate planning for children's health, education, and human services.

III. IMPLEMENTATION:

Each of the parties agrees to:

A. Promote a coordinated effort between the School Board and Agency and their staffs to achieve maximum health, social and academic success of students;

B. Distinguish student health information from other types of school records in accordance with Fla. Admin. Code Rule 64F-6.005;

C. Comply with state, federal laws, and School Board policies; and

D. Limit the use or disclosure of confidential information to that information necessary to benefit the student's health, social or educational needs.

E. Cooperate in the training of Agency personnel or its evaluation contractor(s) (subject to the provisions of Section II.A.) who will be working with the data set forth in Exhibit "A" to ensure (i) compliance with state and federal law, as set forth in II. A. above, (ii) understanding of the requirements of this Agreement, and (iii) understanding of the information or data bases set forth in Exhibit "A", with the parties acknowledging that the Agency shall have ultimate responsibility to ensure that those individuals employed or retained on its behalf have received the appropriate training for this purpose.

F. In addition to the data set forth in Exhibit "A", the Agency or its contractors may obtain additional data through information-gathering techniques such as surveys, subject to the following provisions:

1. The survey or other information-gathering techniques shall have been approved by the School Board's Superintendent or his/her designee;
2. A committee, to be comprised of staff of the School Board and the Agency (selected respectively by the School Board's Superintendent or his/her designee and the CEO of the Agency or his/her designee) shall review the proposed survey or other information-gathering technique in order to evaluate both the overall purpose of the collection of the data and the specific questions (including, as necessary, the phrasing of questions) used to collect such data; and
3. Said committee shall meet periodically to discuss any issues concerning surveys or other information-gathering techniques and, in particular, to discuss the presentation of the results thereof in order to: avoid misinterpretations, ensure data is not provided out of context, avoid other instances that would prevent a fair and accurate presentation of the data gathered.

IV. SAFEGUARDING INFORMATION:

A. The Agency agrees that, in accordance with state and federal law, it shall not use or disclose any of said information which would violate the terms of this Agreement. Upon request, the Agency shall furnish to the School Board information provided to the Agency under this Agreement, including new information created through analysis of School Board information.

B. Agency agrees to:

1. Furnish an annual report to School Board describing the procedures established and utilized by Agency for ensuring the confidentiality of School Board data, consistent with School Board Policy 5.50;
2. The Agency shall periodically monitor the security and safekeeping of the confidential data;
3. School Board shall not be held liable for inaccuracies that may be contained in the data;
4. The Agency shall require that all personnel accessing confidential data be trained in, and sign an acknowledgement regarding, the confidentiality requirements;
5. All electronic and paper records containing personally identifiable student information collected pursuant to this Agreement, shall be maintained in secure data processing facilities or stored in securely locked cabinets;
6. If any subpoena or court order is received by the Agency demanding disclosure of personally-identifiable student information, the Agency's attorney will confer with the School Board's attorney concerning the appropriate response pursuant to School Board Policy 5.50; and
7. Furnish to the School Board any studies or reports prepared by the Agency utilizing information obtained by the Agency under this Agreement.

V. RETENTION OF RECORDS:

The Agency shall dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or twenty (20) years after the receipt of the information, whichever is sooner. An exception is made for any information filed in the records of any court case. The Agency shall dispose of all disclosed information and in the following manner: Confidential information in report form should be shredded finely enough to prevent possible recovery of information. Electronic media such as tapes or diskettes should be totally erased and electronically overwritten, or physically destroyed. Simple deletion of files will not accomplish the destruction of data.

VI. TERM; AMENDMENT AND TERMINATION:

A. The term of this Agreement shall begin on _____, 2004 and shall expire on _____, 2009.

B. This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion, or addition to the terms set forth in this agreement must be by written Amendment executed by the parties.

C. Any party may terminate this agreement, without cause, by providing a minimum of thirty (30) days written notice to all other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first set forth above.

Children's Services Council of Palm Beach County

The School Board of Palm Beach County

By: [Signature]
Chief Executive Officer

By: _____
Superintendent of Schools

By: [Signature]
Chair, Children's Services Council

By: _____
Chair of the School Board

Date: 1/27/05

Date: _____

EXHIBIT "A"

INFORMATION/DATABASES SUBJECT TO
DISCLOSURE PURSUANT TO THE AGREEMENT

Absences
Discipline
Schedules
Special Programs
Demographic
Test Scores
Grades
Extracurricular

EXHIBIT "B"

APPROVED EVALUATORS

1. Chapin Hall Center for Children at the University of Chicago, Illinois
2. Philliber Research Associates, New York
3. Elizabeth Schatten Jones (Special Project Evaluator)
3735 Torres Circle
West Palm Beach, Florida 33409
Education: Master of Arts Psychology
4. a. Jorge N. Zumata, Ph.D Economics (Special Project Evaluator)
1110 S. 19th Avenue,
Hollywood, FL 33020
- b. Bruce Thomson
1401 Beta Court North
West Palm Beach, FL 33406

EXHIBIT "C"

AGREEMENT, concerning student information for the purpose of research, dated _____ between School Board of Palm Beach County ("School Board") and _____ (research "Organization")

1. The research Organization, as a condition precedent to receiving personally-identifiable student data from the School District of Palm Beach County, solemnly agrees to the following terms, which are intended to ensure that student records information will remain private. The conditions of release are defined and limited, and penalties for inappropriate use or release of information are stated.
2. The Organization is an individual or entity under contract with an "other school official", i.e. the Children's Services Council of Palm Beach County, for _____ [name of project].
3. The District, in its discretion, may disclose personally-identifiable records or reports of a student for research purposes, without the consent of the student or the student's parent, but in accordance with Florida Statutes § 1002.22(3)(d)6, such disclosure shall be only to individuals or organizations (including federal, state, and local agencies or independent organizations) who are:
 - a. conducting studies for the District (or another educational agency or institution); or
 - b. conducting studies on behalf the District (or another educational agency or institution) (and the District reserves the right to determine which studies are to be deemed "on behalf of" the District or other educational agency or institution).

The Organization warrants that the applicable category is: b.

4. The information to be released by the District to the Organization falls within the categories of information described in that certain Interagency Agreement between the School Board of Palm Beach County and Children's Services Council of Palm Beach County ("CSC") Concerning Student Information, dated _____, 2004 (the "Interlocal Agreement"), a copy of which is attached as Attachment "A" and incorporated herein, including new information created by analysis of District information that is furnished by CSC to the District, and the Organization warrants that the data to be provided to it by the District shall only be used for such purpose or purposes as set forth in the Agreement. The Organization may, pursuant to its contract with CSC, provide information provided to it by the District to CSC, so long as the Interagency Agreement remains in effect.
5. The Organization agrees that the following information shall, unless changed pursuant to written notice to the District, apply for purposes of the project named in paragraph 2 above:
 - a. The name and title of the official(s) with the authority to bind the requesting Organization to this agreement are: _____.

- b. The names of the official(s) of the Organization in charge of the day-to-day operations involving the use of the data are: _____, _____, _____, etc.
 - c. The names of the professional and support staff of the Organization who conduct the research and analysis as well as those who may have access to the data are: _____, _____, _____, _____, etc.
6. Pursuant to 34 C.F.R. § 99.33(1)(a)(2), the officers, employees, and agents of the research organization may use the information only for the purposes for which the disclosure was made.
7. The Organization pledges to abide by the conditions required by Florida Statute § 1002.22(3)(d)6, that such studies must be:
- a. conducted in such a manner as will not permit the personal identification of students or their parents by persons other than authorized representatives of the Organization conducting the studies; and
 - b. the personally-identifiable information must be destroyed when no longer needed for the purpose of conducting this study. (As suggested by the U.S. Department of Education, the release of any personally-identifiable data to the Organization is considered a loan. The Organization agrees to destroy or return the data to the District when it is no longer needed for the purpose of conducting this study, and will not retain any copies of subsets of the data containing any personally-identifiable information.) The destruction of the data shall be carried out by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.
8. The research Organization understands that, under Florida law, redaction of confidential student records does not render the records any less confidential. Thus, even non-personally-identifiable information used in reports must be presented in *summary or statistical fashion*, rather than by presenting redacted student records per se. (If redacted versions of records must be presented in the report, prior parental/guardian consent is required.)
9. Moreover, as required by State Board of Education Rule 6A-1.0955(6)(g)2 and 34 C.F.R. § 99.33(a)(1), the District bases its release of confidential data to the researcher on the condition that the researcher shall not disclose any student information (other than non-personally-identifiable statistical or summary information as described above) to any other party without obtaining prior written consent of the parent/ guardian (consent of the adult student, in cases where the student is an emancipated adult).
10. The Organization warrants that it has appropriate security procedures in place to protect the data. These procedures shall include, but are not limited to, appropriate procedures such as:

- a. Computer security-- use and update passwords; implementing log-on procedures with automatic security data access shut-down function; assigning access security levels; integrating warning statements; preventing external access to any modems connected to the system while processing data on a computer; and using additional procedures to safeguard the data in networked environments.
 - b. Physical handling and storage of data-- cataloguing and storing data with lock and key; minimal allowance for, and secured storage of, printed copies; and additional restrictions on copying of data, such as only for the Organization's employees who have a legitimate need to work with the data to carry out the study.
 - c. Transportation of data-- ideally data should be transported only by a bonded courier with notice of the confidentiality and restricted use.
 - d. Affidavits of Non-Release-- Individuals in the Organization identified as having a legitimate need to access personally-identifiable student information shall be required to sign an affidavit of non-release similar to the example available at: http://nces.ed.gov/pubs97/p97527/Exh_6_3.asp . Copies of the signed Affidavits shall be provided to the School District.
11. The Organization understands that it shall be liable, to the fullest extent allowed under applicable laws, for unlawful release of the student information. Moreover, pursuant to 34 C.F.R. § 99.33(e), if the Organization is determined to have improperly redisclosed personally-identifiable information from education records, the School District cannot allow the Organization to access personally-identifiable information from education records for at least five years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

 [Legal name of the Organization – if entity]

 [Party as listed on the original contract,
 such as The School Board of Palm Beach
 County]

By: _____
 [person having authority to enter legally-
 binding agreements on behalf of the
 Organization]

By: _____

Date: _____

Date: _____