

**CONTRACT REVIEW CHECKLIST****Consistency with Law and School Board Policy:**

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

**Contract Terms:**

Comments

Term (Duration of Contract)	<b>September 21, 2006- June 30, 2007; Please refer to Section VII(A).</b>
Termination Clause	<b>Either party may terminate without cause upon giving 30 days notice to other party; Please refer to Section VII(C).</b>
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Liability Issues: Please refer to Section VI.
Regulatory issues	None
Confidentiality Provision	<b>Yes. Consultant may receive confidential student information. Please refer to Sections II and IV and Exhibit A- Addendum Confidential Information.</b>
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida.

**Business Principles:**

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	None.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None.

**Other Issues:**

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	
Miscellaneous Issues	
Appropriate Departmental Sign-off	

**Special Considerations:** \_\_\_\_\_The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO 

*[Signature]* 10-11-06  
By: Attorney (Name and Date)

**INTERAGENCY AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA AND PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CONCERNING STUDENT INFORMATION**

WHEREAS, The School Board of Palm Beach County, Florida ("School Board") and Palm Beach County Board of County Commissioners ("PBCBCC") (School Board and PBCBCC will be collectively known as the "Parties") desire to enter into this Interagency Agreement regarding student information; and

WHEREAS, the 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, PBCBCC is the recipient organization for the Department of Health & Human Services/ Administration for Children and Families (DHHS/ACF) Head Start/Early Head Start Grants, and Head Start/Early Head Start and Children's Services ("Agency") is a division under the PBCBCC; and

WHEREAS, the mission of the Agency is to provide world class comprehensive services that empower children, families, and the community; and

WHEREAS, in order to achieve its mission, the Agency researches and evaluates programs and promotes interagency collaboration to enhance the program curriculum; and

WHEREAS, the Parties are committed to promoting and improving the health and well-being of children and their families and staff through various health and educational programs that address language and literacy; approaches to learning; social and emotional development; creative arts; early math; fine and gross motor development; and nature, science, and physical health practices to help children achieve learning readiness to enter into the public school system; and

WHEREAS, the Parties agree that the School Board will deem the Agency as an "other school official," who has a legitimate educational interest in the student information of students jointly served by them, that such student information is necessary for the purposes set forth in this Agreement, and accordingly, that the School Board may disclose student information to the Agency in furtherance of the Agency and 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 designated staff of the School Board are free to disclose information to the Agency staff. The Agency agrees to limit the access to students 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 have signed the Addendum attached hereto as Exhibit "A" and the School Board has also executed the Addendum. 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 "B". Exhibit "B" may be amended by mutual agreement of the School Board's Superintendent or his/her designee and the Director 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 access individual programs.
  2. Research: To acquire data on specific Agency students and compare groups to analyze the impact of systems of care and groups of programs that serve the same children.
  3. Planning: To acquire data from the School Board and the Agency to facilitate planning for children's 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 learning and to achieve academic success of students;
- B. Distinguish Agency children from other School District children and compare data with the county and State of Florida in accordance with Fla. Adm. Code Rule 64F-6.005;
- C. Comply with state, federal laws, and School Board policies;
- D. Limit the use or disclosure of confidential information to that information necessary to benefit the student's health, social or educational needs; and
- 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 "B" 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 "B", 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 "B", the Agency or its contractors may obtain additional data through information-gathering techniques such as surveys, subject to the following provisions:
  1. The surveyor 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 Director of the Agency or his/her designee) shall review the proposed survey or other information-gathering techniques 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 Agency or other information-gathering techniques and, in particular, to discuss the presentation of the results thereof in order to: show actual data and 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 a document 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. The Agency shall require that all personnel accessing confidential data be trained in, and sign an acknowledgement regarding, the confidentiality requirements;
  4. 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;
  5. 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
  6. 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 Board (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 "or otherwise required by law

to be maintained.” 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. LIABILITY/SOVEREIGN IMMUNITY:

To the extent permitted by Section 768.28, Florida statutes, both Parties recognize their respective liability for certain tortious acts of their agents, officers, employees and agree to be responsible respectively for all claims, liability, losses and/or causes of action that may arise from any negligent act or omission of their agents, servants, or employees in the performance of this Agreement.

#### VII. TERM; AMENDMENT AND TERMINATION:

- A. The term of this Agreement shall begin on September 21, 2006 and shall expire June 30, 2007, and may be renewed annually.
- 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.

#### VIII. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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**Nothing below this line.**

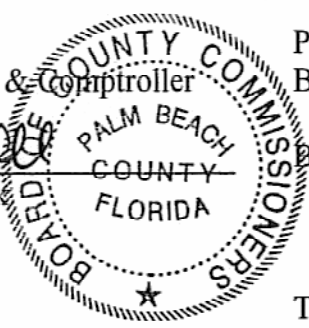
IN WITNESS WHEREOF, the Palm Beach County Board of County Commissioners has made and executed this Agreement on behalf of the COUNTY and The School Board of Palm Beach County, Florida has hereunto set its hand the day and year above written.

R2006 1877  
SEP 12 2006

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: Tracy Powell  
Deputy Clerk



By: Tony Masilotti  
Chairman

WITNESS:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Thomas E. Lynch, Chairman

\_\_\_\_\_  
Name (type or print)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Arthur C. Johnson, Superintendent

Date: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY

REVIEWED AND APPROVED AS TO FORM AND SUFFICIENCY

By: [Signature]  
County Attorney

By: [Signature]  
Associate Counsel

Date: 10-11-06

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Department Head

**ADDENDUM, Concerning Student Information, to the Agreement**

**("the Agreement") dated September 12, 2006 between The School Board of Palm Beach County, FL and Palm Beach County Board of County Commissioners**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School Board hereby designates Palm Beach County Board of County Commissioners ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School Board recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or Board under the Agreement. (All other terms of the Agreement remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under Agreement. The Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data: name, grade-level, school attending, absences, discipline, schedules, special programs, demographic, test scores, grades, extracurricular activities; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Agreement); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), 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.

The Parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum:

Palm Beach County Board of County Commissioners


The School Board of Palm Beach County

By: \_\_\_\_\_  
Tony Masilotti, Chairman

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
COUNTY ATTORNEY

7 Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By \_\_\_\_\_  
Deputy Clerk



# **EXHIBIT "B"**

## **INFORMATION/DATA BASES SUBJECT TO DISCLOSURE PURSUANT TO THE AGREEMENT**

**Absences**

**Discipline**

**Schedules**

**Special Programs**

**Demographic**

**Test Scores**

**Grades**

**Extracurricular**