

## Exhibit "C"

**AGREEMENT, concerning student information dated \_\_\_\_\_  
between School Board of Palm Beach County ("School Board") and  
\_\_\_\_\_ ("Organization")**

1. The Organization, as a condition precedent to receiving personally-identifiable student data from the School Board of Palm Beach County, solemnly agrees to the following terms, which are intended to ensure that student records information will remain private. The conditions or 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, ("CSC") for the school behavioral health program (the "Program")
  
3. The School Board, in its discretion, may disclose personally-identifiable records or reports of a student for the purposes set forth in the Interlocal Agreement [defined below], without the consent of the student or the student's parent, but in accordance with Florida Statutes § 1002.22(3)(d)2, such disclosure shall be only to individuals or organizations (including federal, state, and local agencies or independent organizations) who are:
  - a. conducting studies or performing services for the School Board (or another educational agency or institution);
  
  - b. or performing services for the Program contemplated under the Interlocal Agreement on behalf of the School Board or CSC (and the District reserves the right to determine which services are to be deemed "on behalf of" the School Board).

The Organization warrants that the applicable category is: b.

4. The information to be released by the School Board 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 effective as of \_\_\_\_\_, 2007 (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 School Board, and the Organization warrants that the data to be provided to it by the School Board 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 School Board 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 School Board, 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(a)(2), the officers, employees, and agents of the Organization may use the information only for the purposes for which the disclosure was made.
7. The 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 a report, prior parental/guardian consent is required).
8. 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 School Board bases its release of confidential data to the Organization on the condition that the Organizations 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).
9. 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 Program.
  - 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](http://nces.ed.gov/pubs97/p97527/Exh_6_3.asp). Copies of the signed Affidavits shall be provided to the School Board.
10. 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 re-disclosed personally-identifiable information from education records, the School Board cannot allow the Organization to access personally-identifiable information from education records for at least five years.
11. 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. 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.

**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 agreement on behalf of Organization]

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

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

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