

**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 Agency 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, including but not limited to the comprehensive services and school behavioral health programs, that prevent and address physical, social and emotional health problems, achieves learning readiness and enhances 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 for students jointly served; thus, 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" includes the Agency in accordance with 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 jointly served.

II. DISCLOSURE

A. The parties acknowledge that the performance of this Agreement involves a process in which certain of the School Board's pre-existing student information may be disclosed to the Agency to carry out the Agency's comprehensive services and school behavioral health 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 comprehensive services and school behavioral health programs, 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 designee), and (ii) have signed the Agreement attached hereto as Exhibit "C" and the School Board 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 and contractors 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, or as provided here in. 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.

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;

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 program 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 the state and federal law, as set forth in II.A. above, (ii) understanding of the requirements of this Agreement, and (iii) understanding of information 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.

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 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.

VI. TERM; AMENDMENT AND TERMINATION:

A. The term of this Agreement shall begin on _____, 2007 and shall expire on _____, 2012.

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**

By: [Signature]
Chief Executive Officer

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

Date: 8/9/07

**The School Board of
Palm Beach County**

By: _____
Superintendent of Schools

By: _____
Chair of the School Board

Date: _____

**Reviewed and Approved
as to Legal Sufficiency**

[Signature] 8-21-07