

**AMENDMENT NO. 4 TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
CONCERNING STUDENT INFORMATION**

THIS AMENDMENT NO. 4 to the Interlocal Agreement between the City of Delray Beach and the School Board of Palm Beach County Concerning Student Information dated August 8, 2013, by and between **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida ("Board") and **THE CITY OF DELRAY BEACH**, a Florida municipal corporation ("City") is dated this _____ day of _____, 2016.

WHEREAS, the City and Board desire to amend the Interlocal Agreement between the City of Delray Beach and the School Board of Palm Beach County Concerning Student Information dated August 8, 2013, Amendment No. 1 dated March 6, 2013, Amendment No. 2 dated May 9, 2014, and Amendment No. 3 dated August 29, 2015 ("Agreement") in order to provide that the City shall have access to student information in order to further the parties' goals of increasing 3rd grade reading proficiency by 50% by 2020 for low-income students attending schools located within the City's geographic boundaries; and

WHEREAS, the original term of the Agreement expired on July 30, 2014 and allowed for three (3) additional one (1) year extensions if agreed to by both parties in writing;

WHEREAS, on May 9, 2014, pursuant to Amendment No. 2, the parties agreed to exercise their first of three extensions of the Agreement, which will expire on July 30, 2015; and

WHEREAS, on August 29, 2015, pursuant to Amendment No. 3, the parties agreed to exercise their second of three extensions of the Agreement, which will expire on July 30, 2016; and

WHEREAS, the City and Board desire to exercise their second of three extensions of the Agreement, to extend the term of the Agreement for one year until July 30, 2016.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

1. **Recitals.** The above recitals are incorporated as if fully set forth herein.
2. **Modifications.** Paragraph III, "Disclosure," and Paragraph VI, "Term; Amendment and Termination," of the Agreement shall be amended to read as follows:

III. DISCLOSURE

The School Board may not release personally identifiable student information contained in student education records or reports without the written consent of the student's parent, or of the student himself or herself if he or she is qualified as eligible, to any individual, agency, or organization, except as allowed by law. The School Board may release education records without consent if all personally identifiable information has been

removed. 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 City and the summer learning information enumerated in Paragraph V of Exhibit "A" of the Original Agreement may be disclosed to LLF, Milagro, and the Naoma Donnelly Haggin Boys and Girls Club ("NDHBGC") after such information has been de-identified and all personally identifiable information has been removed in order to allow the City/ACCF/LLF/Milagro/NDHBGC to carry out its goal of increasing 3rd grade reading proficiency by 50% by 2020 for low-income students. Such data may be disclosed using a record code for each student which shall not be based upon the student's social security number, student number, or other personal information. 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, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99.

VI. TERM; AMENDMENT AND TERMINATION:

A. The term of this Agreement shall begin on August 1, 2012 and shall expire on July 30, ~~2015~~ ~~2016~~ 2017, ~~and the Agreement will be terminated as it will be the last extension as allowed under the original terms of the Agreement. This Agreement may be extended for up to two (2) one (1) additional one (1) year terms if agreed to by both parties in writing.~~

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.

3. Entire Agreement. Except as modified by this Amendment No. 4, the original Interlocal Agreement between the City of Delray Beach and the School Board of Palm Beach County Concerning Student Information dated August 8, 2013, Amendment No. 1 dated March 6, 2013, Amendment No. 2 dated May 9, 2014, and Amendment No. 3 dated August 29, 2015 shall remain in full force and effect.

4. Effective Date. This Amendment No. 4 shall become effective immediately upon execution by both parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be executed on the day and year first above written.

ATTEST:

**THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By:_____

By:_____

Robert Avossa , Superintendent

Chuck Shaw, Chairman

Approved as to Form:

By: _____
School Board Attorney

ATTEST:

CITY OF DELRAY BEACH, FLORIDA,

By: _____
Chevelle Nubin, City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

By: _____
Noel Pfeffer, City Attorney