

**INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA AND THE
CITY OF DELRAY BEACH CONCERNING STUDENT INFORMATION**

THIS INTERLOCAL AGREEMENT is made this _____ day of _____, 2017, 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 municipal corporation of the State of Florida (“City”), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, *Florida Statutes*, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the School Board of Palm Beach County (“School Board”) provides public education to over 171,692 students and believes in protecting and promoting the education of school children; and

WHEREAS, the City desires to increase 3rd grade reading proficiency by 50% by 2020 for low-income students attending schools located within the City’s geographic boundaries; and

WHEREAS, both parties are committed to promoting and improving the health and well-being of students, their families and staff through various programs, including but not limited to the comprehensive services and school programs that achieve learning readiness and enhance their quality of life; and

WHEREAS, the School Board in accordance with School Board Policy 5.50 may disclose aggregate student information to the City in furtherance of the parties' goals in accordance with this Agreement; and

WHEREAS, both parties currently have an Interlocal Agreement due to expire in July of 2017 and the parties desire to continue furthering the goal of increasing reading proficient for low income students within the City of Delray Beach.

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. RECITALS

The parties agree that the foregoing recitals are true and correct and such recitals are incorporated herein by reference.

II. 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, or biometric record; indirect identifiers, such as the student's date of birth, place of birth, and the mother's maiden name; other information that alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the education agency or institution reasonable believes knows the identity of the student to who the education record relates.

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 to any party except the party identified as the party that provided or created the record.

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.

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 Agreement may be disclosed to Learning and Leadership in Families, Inc. (“LLF”), the Milagro Center of Delray Beach (“Milagro”), the Boys and Girls Club (“B&G”) and the Knights of Pythagoras Mentoring Network (“Knights”), after such information has been de-identified and all personally identifiable information has been removed, in order to allow the City/ACCF/LLF/Milagro/B&G/Knights 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.

IV. IMPLEMENTATION

Each of the parties agrees to:

- A. Promote a coordinated effort between the School Board and City and their staffs to achieve maximum academic success of students;
- B. Comply with state, federal laws, and School Board policies;
- and

C. Cooperate in evaluating, understanding, and analyzing information set forth in Exhibit “A”.

V. SAFEGUARDING INFORMATION:

A. The City 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 City shall furnish to the School Board information provided to the City under this Agreement, including new information created through analysis of School Board information.

B. Both Parties agree:

1. City shall provide the School Board with the list of attendees in the summer learning program as described in Section IV of Exhibit A. The School Board shall provide the City with aggregate information for applicable students as set forth in Exhibit A in order to assist the City in measuring the FSA (Florida Standard Assessment) and RRR (Reading Running Records) & I-Ready scores
2. School Board shall not be held liable for inaccuracies that may be contained in the data;
3. The City shall furnish to the School Board, at least one (1) time per year, any studies, or reports prepared by the City utilizing information obtained by the City under this Agreement.

VI. TERM; AMENDMENT AND TERMINATION:

A. The term of this Agreement shall commence on August 1, 2017 and shall expire on July 31, 2020. This Agreement may be extended for up to three (3) 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.

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By:_____
Cary Glickstein, Mayor

Approved as to Form
and Legal Sufficiency:

City Attorney

ATTEST:

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

Print Name:_____

By:_____
Chuck Shaw, Chairman

Approved as to Form and
Legal Sufficiency:

Office of General Counsel

By:_____
Dr. Robert Avossa
Superintendent of Schools

EXHIBIT “A”

I. Applicable Schools: The following schools located in Delray Beach shall be the subject of this Agreement, and shall be collectively referred to as the “Schools”:

1. Banyan Creek,
2. Orchard View,
3. Pine Grove,
4. Plumosa,
5. Village Academy,
6. SD Spady, and
7. Morikami.

II. FSA, RRR, & I-Ready Scores: At least one (1) time per year, as the data becomes available, data regarding FSA, RRR, & I-Ready reading scores shall be provided by the School Board to the City illustrating scores for students grade 3 only by each of the following categories for each of the Schools as listed in section I:

- A. Gender (Males vs. Female),
- B. ESOL (vs. non ESOL),
- C. FRL (vs. non-FRL,
- D. ESE (vs. non-ESE), and
- E. Ethnicity

III. Attendance: At least one (1) time per year, after the close of each school year, the School Board shall provide to the City the data listed below for students grades K, 1, 2 and 3 who miss 15+ days of school:

- A. School (total attendance),
- B. Grade Level (K, 1, 2, or 3)
- C. ESOL (vs. non-ESOL),
- D. ESE (vs. non-ESE),
- E. FRL (vs. non-FRL),
- F. Gender, (Male vs. Female), and
- G. Ethnicity.

For each of the Schools as listed in section I, broken down individually by:

1. All schools
2. Title 1 Schools
3. Non-Title 1 Schools.

IV. Kindergarten Readiness: At least one (1) time per year, data regarding kindergarten readiness shall be provided to the City by the School Board including the following categories for each of the Schools as listed in section I:

- A. ESOL (vs. non-ESOL),
- B. ESE (vs. non-ESE),
- C. Ethnicity,
- D. FRL (vs. non-FRL),
- E. Gender (Male vs. Female), and
- F. Voluntary Pre-Kindergarten (vs. non VPK students).

IV. Summer Learning: At least one (1) time per year in November, the School Board shall provide the City with data for students from each of the School Board's Summer Enhancement Programs located within the City of Delray Beach, including, but not limited to children participating in the Journey's program and/or receiving summer book packets that attend a summer camp operated by the City of Delray Beach, Milagro, ACCF, B&G, and Knights in the following categories for grades K, 1, 2, and 3 for each of the Schools in the aggregate and broken down individually, as listed in section I:

- A. ESOL (vs. non-ESOL),
- B. ESE (vs. non ESE),
- C. FRL (vs. non-FRL),
- D. Gender (Male vs. Female),
- E. Ethnicity, and
- F. Grade Level.