

**INTERLOCAL AGREEMENT REGARDING STUDENT RECORDS AND REPORTS
AND STUDENTS' RIGHT OF PRIVACY**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made this 12 day of January, 2008, by and between The School Board of Lake County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board"), The State of Florida, Department of Juvenile Justice Probation and Community Correction, Circuit V (hereinafter referred to as "DJJ-Circuit V"), and The Lake County Sheriff's Office (hereinafter referred to as "Sheriff"), pursuant to Florida Statutes.

WITNESSETH:

WHEREAS, the School Board, and Sheriff, have or will enter into agreements to place School Resource Officers at Lake County public schools; and

WHEREAS, the School Board and Sheriff have or will enter into agreements for an in-jail school program and a court-liaison agreement; and

WHEREAS, the parties have entered into or may enter into agreements with respect to the safety and protection of Lake County students; and

WHEREAS, the execution of the above referenced agreements or others may involve the exchange of confidential information between the parties to this Agreement; and

WHEREAS, students records and confidential information are subject to privacy protection under Chapter 1002, Florida Statutes (2007); and

WHEREAS, it is the intent of the parties to protect the rights of student records and reports created, maintained, and used by Lake County Schools by providing that students and parents shall have right of access, rights of challenge, and rights of privacy with respect to such records and reports; and

WHEREAS, the exchange of this information is crucial to the protection and safety of the students in Lake County and the prevention and reduction of juvenile crime to improve school safety.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into and become a part of this Agreement.

2. **Agreement.**

- A. Personally identifiable information may be released without consent of the student or the student's parents to parties to this Interlocal Agreement pursuant to Florida Statute §1002.22(3)(d)(13)(2007).
- B. The relevant contractual relationships between and among the parties related to this Interlocal Agreement shall promote the purpose of cooperation and collaboration, and the sharing of appropriate information in a joint effort to prevent juvenile crime, improve school safety, reduce truancy and in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspension and expulsions to correct behavior that lead to truancy, suspension, and expulsions, and to support students in successfully completing their education pursuant to Florida Statute §1002.22(3)(d)(13)(2007).
- C. All parties to this Interlocal Agreement shall cooperate in the dissemination of information relating to students pursuant to any agreement entered into by the parties pursuant to Florida Statute §1002.22(3)(d)(13)(2007) for the purposes listed in paragraph 2.B. above.
- D. Information provided in furtherance of this Interlocal Agreement is intended solely for use in determining the appropriate programs and services for each juvenile or the juvenile's family, or for coordinating the delivery of such programs and services. Any other use of the information is subject to the restrictions imposed by Florida Statute §1002.22(3)(d)(13)(2005).

3. **Background Investigations.**

- A. The SHERIFF represents and warrants to the SCHOOL BOARD that the SHERIFF has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. SHERIFF covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. SHERIFF agrees to the extent permitted by law to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the SHERIFF'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
- B. The DJJ-Circuit V represents and warrants to the SCHOOL BOARD that the DJJ-Circuit V has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. DJJ-Circuit V covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. DJJ-Circuit V agrees to the extent permitted by law to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the DJJ-Circuit V'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

4. **Term of Agreement.** The term of this Agreement shall be for one (1) year commencing on its Effective Date. This Agreement shall automatically renew for subsequent yearly terms unless terminated by either party by providing sixty (60) days advance written notice to the other party.

5. **Effective Date.** This Agreement shall take effect upon the date the last party executes the same ("Effective Date").

6. **Notices.**

A. All notices demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

Sheriff: Sheriff of Lake County
Lake County Sheriff's Office
360 West Ruby Street
Tavares, FL 32778

School Board: Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

DJJ-Circuit V: State of Florida
Department of Juvenile Justice
2737 Centerview Drive
Tallahassee, FL 32399

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, returned receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

7. **Entire Agreement.** This document embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior agreements,

representation and understandings wither oral, written, or otherwise relating thereto. This Agreement may not be modified or terminated except as provided herein.

8. Counterparts. This Agreement may be executed in counterparts to expedite its implementation and Effective Date.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of The School Board of Lake County, Florida, a political subdivision of the State of Florida, The Lake County Sheriff's Office, and The State of Florida, Department of Juvenile Justice Probation and Community Correction, Circuit V, on this 12th day of January, 2008.

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

By: Kyleen Fischer
Kyleen Fischer, Chairman

Date: 1-12-09

Approved as to form:

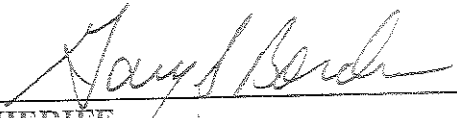
[Signature]
School Board Attorney

Attest:

Susan Moxley
Susan Moxley, E.d.D, Superintendent

Interlocal Agreement Regarding Student Records and Report and Students' Right of Privacy

LAKE COUNTY SHERIFF'S OFFICE:



SHERIFF

8/13/08

DATE

Interlocal Agreement Regarding Student Records and Report and Students' Right of Privacy

STATE OF FLORIDA DEPARTMENT
OF JUVENILE JUSTICE PROBATION
AND COMMUNITY CORRECTION,
CIRCUIT V:



DIRECTOR

9/10/08

DATE