



**DATA SHARING AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND
THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO
FOR PROJECT EQUIPD**

This Data Sharing Agreement (“Agreement”) is entered into by and between the School Board of Sarasota County, Florida (hereinafter referred to as School Board), and the University of North Carolina at Greensboro, on behalf of its SERVE Center at the University of North Carolina at Greensboro, (hereinafter referred to as Recipient) and describes the study to be conducted by Recipient, and the means to be used by Recipient to ensure the confidentiality and security of information and data exchanged between the School Board and Recipient. The SERVE Center is conducting this study collaboratively with the University of Florida (although the University of Florida will only receive summary data from SERVE) and Sarasota County Schools will benefit from this analysis.

I. Purpose and Duration of the Study

Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), the School Board may disclose personally identifiable student data to organizations conducting studies for, or on behalf of, the School Board to (a) develop, validate, or administer predictive tests, (b) administer student aid programs, or (c) improve instruction. The study to be undertaken by Recipient meets this standard as the project is intended to support students and parents with their educational endeavors related to increasing teacher retention, reducing teacher absences, improving teacher effectiveness, and helping teachers earn industry-recognized STEM (science, technology, engineering and math) credentials at a higher rate. This study is expected to be completed by June 30, 2022 and this agreement will terminate by June 30, . In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) student records and all personally identifiable student information are private, strictly confidential and must not be disclosed to any other person or organization without the permission of the district or the parent with the exception of the studies as denoted above.

II. Information to be Disclosed

The information to be disclosed by the School Board to Recipient consists of teacher-level data; and de-identified student-level data for students taught by participating and control

teachers. Specific data elements are listed in Appendix A. Data elements may be within school years 2018-2019, 2019-2020, 2020-2021. This agreement will terminate by June 30, 2022. Any other data request may be disclosed at the discretion of the School Board and is not guaranteed. The Recipient will pay School Board \$2,500 each year for which data are requested.

III. Recipient's Obligations

Recipient agrees it will:

1. Use personally identifiable information from education records only to meet the purpose or purposes of its study as stated above;
2. Keep all education records strictly confidential and conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of its organization with legitimate interests; and further, the Recipient agrees it will respect the privacy of these records and will neither seek to view nor share within your organization the contents of any records except in the furtherance of the program's implementation, program review and/or program evaluation nor, disclose the contents of any record to any third party person or organization. The PIs at the University of Florida will not have access to record-level data and will only receive summary data from the study analysis.
3. Destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted. Such destruction will take place by December 31, 2022.
4. Refrain from publishing any individual identifiable student or teacher data.
5. Refrain from publishing any reports that present results specifically for Sarasota unless agreed to by the School Board of Sarasota County.
6. Require all individuals receiving and reviewing any personally identifiable information to sign and return the "Agreement to Maintain Confidentiality of Student Records" form (see attached).

IV. General Provisions

1. The School Board may terminate this Agreement, without cause, at any time by providing written notice to the Recipient. In the event of such termination, all personally identifiable education record information provided by the School Board to Recipient shall be

returned by Recipient to the School Board within ten (10) days. Recipient may not retain any copies of such information.

2. **General Provisions.** A. Both parties have sovereign immunity. Each party to this agreement agrees to be fully responsible for its acts or omissions, or its agents' acts or omissions when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said acts or omissions. This recognition by the parties is intended to be consistent with each State's limited waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the opinions of the Florida courts and Florida Attorney General, and pursuant to the North Carolina Tort Claims Act, N.C.G.S. 143-291 et seq., and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes and Section 143-291, North Carolina General Statutes. B. This agreement may not be assigned or modified by either party except as agreed to in writing.

3. Any notices to the parties will be sent via U.S. Mail as follows:

If to the School Board:

School Board of Sarasota

1960 Landings Blvd

Sarasota FL 34231

If to Recipient:

SERVE Center

University of North Carolina at Greensboro

2634 Durham Chapel Hill Blvd.

Durham, NC 27707

4. Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction. This necessarily includes the Recipient's responsibility for damage resulting from its intentional or negligent release of personally identifiable student, parent, or staff data.

5. Recipient shall comply with Florida's Public Records Law including:

a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;

b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of Recipient upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

The University of North Carolina at Greensboro
By:

Terri Shelton
Vice Chancellor
Office of Research and Engagement
University of North Carolina at Greensboro

Date

The School Board of Sarasota County, Florida
By: Caroline Zucker

Its: Chair

Date

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

AGREEMENT TO MAINTAIN CONFIDENTIALITY OF STUDENT RECORDS

During the course of your organization's association with The School Board of Sarasota County, Florida you may be provided with, or have the opportunity to view, confidential student records. These records include, but are not limited to, documents such as report cards, student work, grade sheets, test scores, cumulative folders, Individual Educational Plans (IEP), attendance data, and/or family and medical history. In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), student records and all personally identifiable student information are private, strictly confidential and must not be disclosed to any other person or organization without the prior permission of the district or the parent.

By signing this Agreement, you acknowledge that your organization may gain access to confidential student records while performing program reviews, project tasks and/or providing services to students on behalf of or in collaboration with The School Board of Sarasota County, Florida.

By signing this Agreement, your organization also acknowledges that the student records are to be held as strictly confidential. Further, you agree you will respect the privacy of these records and will neither seek to view nor share within your organization the contents of any records except in the furtherance of the program's implementation, program review and/or program evaluation nor, disclose the contents of any record to any third party person or organization.

Name (please print)

The University of North Carolina at Greensboro

Organization Name

Title

Signature

Date

EQUIPD Data Request File Layout

DATA LEVEL	DATA ELEMENT NUMBER	DATA ELEMENT NAME	SOURCE	YEARS REQUESTED	USE IN ANALYSIS	NOTES/QUESTIONS FROM UF	NOTES/QUESTIONS FROM SCPS	PLEASE WRITE YES OR NO TO INDICATE YOUR AGREEMENT WITH OUR RESPONSE. IF I REQUESTED FURTHER INFORMATION PLEASE REPLY WITH THAT INFORMATION
Student	108732	Student Number Local 'N' Number	Student Information System	2018-2019, 2019-2020, 2020-2021	Link program teacher to student.	We will need some type of variable to link teacher to student unless this like is provided in the data files that we receive.	We would have to link the classes and students. You would have to provide a list of teachers and courses you are interested in and we would provide the teacher linked to the child.	YES
Student	116150	Economically Disadvantaged Yes/No	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		We do not release this information. After discussion 11/6 - This is integral to study. Will provide.	What are the district's concerns about releasing this information? Not having it means that we would not be able to include Sarasota data in any analyses that looked at low-income students as a sub-group. Given that the grant and the feds are interested in the impacts of this project on economically disadvantaged students, we would prefer being able to access these data if at all possible. If the district has concerns over us reporting percentages of students who are economically disadvantaged in the district, we could build in a restriction that we may not report Sarasota-specific analyses.
Student	144025	Yes or No English Language Learners, PK-12	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Will provide.	
Student	116875	Ethnicity Code	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Will provide	
Student	118400	Yes/No Exceptionality	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Will provide	

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Student	118575	Exceptionality, Primary Code	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Will provide	
Student	173625	M/F Gender	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Will provide	
Student	123312	Y/N Gifted Eligibility	Student Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Will provide	
Aggregate Student	?	Aggregate FSA R, M, S Algebra I Avg Scale score, domain & level scores per teacher.	RAE 3-8 As Applicable	2018-2019	Used to assess baseline equivalence at the teacher level if high attrition among teachers.		Will provide	This data is needed in January 2020.
Student	?	FSA R, M, S Scale score, domain score and government level per student.	RAE 3-8 As Applicable	2018-2019, 2019-2020, 2020-2021	Covariate (18-19); Outcome (19-20 and 20-21)		Will provide	This data is needed July 30, 2020, 2021.
Aggregate Student	?	Aggregate SS & Domain K-2 iReady scale score and domain data per teacher.	RAE	R&M -Spring AP3 2019	Used to assess baseline equivalence at the teacher level if high attrition among teachers.		Will provide	This data is needed January 2020.
Student	?	K-2 iReady scale score and domain score per student.	RAE	Spring AP3 - R&M. 2018-2019, 2020-2021 Winter AP2 2019-2020	Covariate (18-19); Outcome (19-20 and 20-21)		Will provide	

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Student	?	Algebra 1 Benchmark Geometry Benchmark Algebra 1a Benchmark Science Gr. 3, 4 and 5 Benchmark Biology Benchmark ELA Gr. 9 & 10 Benchmark	RAE	Winter AP2 2019-2020	?		Will Provide	?
Student	?	Grade Level	RAE	all years	Model covariate.			Yes
Student	176425	Month/Year of Administration i.e. Spring 2020	RAE	2018-2019, 2019-2020, 2020-2021	Outcome variable.		Will provide	We cannot define the exact test scores until we know the grades and classes the teachers will be teaching in 2019-2020 and 2020-2021. Additionally, we will need baseline assessment data for the students in those classes. Can we utilize a general statement such as: We are requesting all assessment data for the FSA Math and English Language Arts assessments (grades 3-8) as well as the NGSSS Statewide Science assessment (grades 5 & 8). We are requesting any available assessment scores (e.g., scaled scores, achievement levels) and if available, we are also requesting scores on the individual content areas within each assessment.
Teacher	203070	Days Absent	Staff Information System	2018-2019, 2019-2020, 2020-2021	Covariate (18-19); Outcome (19-20 and 20-21)		I believe it would suffice to provide days absent. Will provide	YES
Teacher	203170	Highest Degree	Staff Information System	2018-2019, 2019-2020, 2020-2021	Covariate (18-19); Outcome (19-20 and 20-21)	We are interested in whether teachers receive additional degrees during study (particularly in STEM areas). Would this information be captured with this variable?	We will not provide this. You may need to directly get this from participants. 11/6 - will provide	YES
Teacher		All Certifications	Staff Information System	2018-2019, 2019-2020, 2020-2022	Covariate (18-19); Outcome (19-20 and 20-21)	We are interested in whether teachers receive additional certifications during study (particularly in STEM areas). Would this information be captured with this variable?	11/6 - will provide	

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Teacher	204605	Ethnicity	Staff Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		Redundant with S5-59	YES
Teacher	204665	No. of Years in SCS System Experience Length	Staff Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		We can provide date of hire in SCPS	YES - If your system tracks years of total state service (to capture teaching outside of SCPS) that would be ideal, but we can use hire date.
Teacher	221819	Local Identifier A#	Staff Information System	2018-2019, 2019-2020, 2020-2021	Teacher identifier for data management	Or the most appropriate teacher ID to link teacher to students.	We will only provide a local identifier	YES
Teacher	217985	Gender	Staff Information System	2018-2019, 2019-2020, 2020-2021	Model covariate.		We will provide	YES
Teacher	220150	Lagged Data Personnel Evaluation	Staff Information System	2018-2019, 2019-2020, 2020-2021	Covariate (18-19); Outcome (19-20 and 20-21)	We are looking for any and all available teacher effectiveness information. We are not sure if these are the most appropriate variables.	We can only provide the overall rating for the years permissible by statute	YES
Teacher	215263	Professional Development Credits	Staff Information System	2018-2019, 2019-2020, 2020-2021	Covariate (18-19); Outcome (19-20 and 20-21)		Will provide	
Teacher	217565	School ID	Staff Information System	2018-2019, 2019-2020, 2020-2021	Link teacher to school & student.		Please define this	We are requesting a school ID associated with participating teachers so that we can verify that the school information that we track from teacher self reports match any administrative data files that we receive. We were not sure which variable to request in the system. If this is the phone number, we do not need that.

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Teacher	217865	If Left SCS System Separation Date	Staff Information System	2018-2019, 2019-2020, 2020-2021	Outcome variable.		We can provide date of termination/or leave.	YES
Teacher Student		Teacher Student link course	Student Roster	2018-2019, 2019-2020, 2020-2021	Outcome variable.		Will provide	YES