

**DATA SHARING AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND
THE SARASOTA BALLET OF FLORIDA, INC.**

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 Sarasota Ballet of Florida, Inc. (hereinafter referred to as Recipient) and describes the programs 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.

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 study educational outcomes to assist the board in improving instruction to students in Sarasota County. The purpose of this Agreement is to delineate the relationship and responsibilities of the Sarasota Ballet and The School Board regarding the sharing of relevant student information and student data for students participating in the Sarasota Ballet Dance – The Next Generation (DNG) Program. The DNG program is an afterschool program for students in grades 3 – 12 that provides instruction in ballet, jazz, elements of dance and composition. Through the discipline and love of dance, program activities serve to increase students’ self-esteem, confidence and personal responsibility. The Sarasota Ballet staff review student report cards and other performance data to monitor students’ progress and to work with the student and parent to reinforce and support the student’s academic success in school.

These studies/programs are expected to be completed by June 30, 2021 and this agreement will terminate by June 30, 2021. 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.

II. Information to be Disclosed

Specific Data Requested:

The information to be disclosed by the School Board to Recipient consists of the following:
Provide report cards to the Sarasota Ballet staff working directly with the students participating in the DNG program upon receiving express written permission from the student's parent/guardian.

III. Recipient's Obligations

Outcome: Please identify the specific Sarasota Ballet of Florida, Inc. outcome or report and the date of expected completion and return to the School Board.

1. Obtain consent from a parent/guardian for each student participating in the Sarasota Ballet's DNG program to allow The School Board to provide relevant student information directly to the Sarasota Ballet for the purpose of monitoring students' academic progress in school.
2. Provide the district with a list of participating students and relevant student identification information: student first and last names, program attendance, and other information in a mutually agreed upon format for the purpose of matching participating students to their individual student data.
3. Maintain the confidentiality of student data, including but not limited to personal information such as students' names or addresses, as well as academic information such as grade level, academic achievement levels. Any information shared publicly by the Sarasota Ballet will be only aggregate data which will not compromise individual student information or disclose any identifiable student information.
4. Hold harmless, indemnify, and defend The Board, its agents, servants, employees in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is

incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.

This data will be Provided to The Sarasota Ballet of Florida, Inc. by password protected FTP site. The Sarasota Ballet of Florida, Inc. will share only aggregate data where no student is identified in any report without explicit parental permission.

Recipient agrees it will:

1. Use personally identifiable information from education records only to meet the purpose or purposes of its study/programs 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, 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.
3. Destroy all personally identifiable information when the information is no longer needed for the purposes for which the study/program was conducted. Such destruction will take place within thirty (30) days of the conclusion of the study/program.
4. Refrain from publishing any individual identifiable student or teacher data.
5. Refrain from publishing any reports that use any aggregated student or teacher data 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).

7. Ensure that data required by Sarasota Ballet of Florida, Inc. will be transferred using a secure file sharing service required by the district. All data received from the school/district will be stored on a secure server at Sarasota Ballet of Florida, Inc. and accessible only to employees with direct involvement in this project.

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. Sarasota Ballet of Florida, Inc. is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.

3. Any additions, changes, deletions or modifications to this document must be agreed upon in writing by both parties.

4. This Agreement represents the entire agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

5. This Agreement shall be governed by and construed under federal law and the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought pursuant to, or that is related to, this Agreement, shall be in the Twelfth Judicial Circuit Court, in and for Sarasota County, Florida.

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

If to the School Board:

1960 Landings Blvd

Sarasota FL 34231

If to Recipient:

Sarasota Ballet of Florida, Inc.

5555 North Tamiami Trail

Sarasota, FL 34243

7. 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.

8. 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 Sarasota Ballet of Florida, Inc.
By: Joseph Volpe, Executive Director

Date

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

Date

Approved for Legal Content,
October 1, 2020, by Eastmoore, Crauwels & DuBose
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

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)

Organization Name

Title

Signature

Date