### **MEMORANDUM OF UNDERSTANDING**

# COMMITMENT OF FUNDING BETWEEN THE PATTERSON FOUNDATION OF SARASOTA COUNTY AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA FOR A SYSTEMS PROGRAMMER III POSITION FOR 2022-2023 SCHOOL YEAR

This Agreement is entered into this 4th day of May, 2022 by and between the Patterson Foundation of Sarasota County located at 2 North Tamiami Trail, Suite 206, Sarasota, Florida 34236 ("Patterson Foundation"), and the School Board of Sarasota County, Florida, located at 1960 Landings Boulevard, Sarasota, Florida 34231 ("School Board"). The Patterson Foundation and the School Board shall be collectively referred to as the "Parties," each being a "Party."

#### 1. Purpose

The purpose of this Agreement is to memorialize an understanding for a commitment of funding by the Patterson Foundation to the School Board for the costs associated with the position of Systems Programmer III as an employee of the School Board for the 2022-23 school year. The overall goal of the partnership between the Suncoast Campaign for Grade Level Reading (SCGLR) and the School Board of Sarasota County is to ensure that every child is reading on grade level by the end of third grade.

This partnership is designed to strengthen the data acquisition and management processes needed to ensure that continuous progress is being made in areas that are supported by the Suncoast Campaign for Grade Level Reading (SCGLR): Improved Attendance, Decreased Summer Learning Loss, and Improved School Readiness. Specifically, the Systems Programmer III will support special programming and analytic projects for community partners, create internal dashboards for teachers and administrators to support the instruction of at-risk students, develop dynamic digital reports for district and school administrators to monitor student performance on summative and formative assessments, and manage data collection, registration, attendance and test score portals, including those for the Summer Learning Academies.

In order to reduce out-of-school suspension and increase attendance we are hoping to implement a behavioral tracking system that provides daily individual and aggregate information to administrators so that they can address the need and provide opportunities. Student behavioral incidents to include mental health issues interrupt teaching and learning. Knowing the behavioral history of all students is essential. This type of system will assist with providing this data in an easy to use format to include reports and dashboards.

The Patterson Foundation will provide funding to the School Board of Sarasota County, to hire a Systems Programmer III whose job priority will be providing needed data/analysis to the SCGLR in a timely, efficient manner. However, the remainder of their time can be used to support the district's Research, Accountability and Evaluation Department ("RAE") as needed.

Additionally, the position will continue to provide data needed by the Foundation to include i-Ready, FSA, suspension, enrollment, and attendance data.

The RAE department extends is heartfelt appreciation for funding this position. We have been able to hire and train young analysts who benefit greatly from the experience while providing this valuable service.

## 2. Patterson Foundation's Offer of Funding

The Patterson Foundation shall provide funding to the School Board in the amount of \$74,520 in the form of a one-time grant to the School Board within 10 days of the date of this Agreement. The balance of any unused funds from the Grant from the Patterson Foundation to the School Board shall, during the term of this Agreement, remain subject to refund to the Patterson Foundation in the event the Agreement is terminated as provided in paragraph 5 below.

## 3. Conditions to Funding

Systems Programmer must be employed by, or, until employment is finalized, contracted with, the School Board. The Suncoast Campaign for Grade Level Reading ("SCGLR") must remain active as determined at the discretion of the Patterson Foundation.

## 4. <u>Funding</u>

In the event this Agreement is terminated by either party under Paragraph 5 below, any funds provided to the School Board for use towards the Systems Programmer III position that have not yet been expended by the School Board shall be fully refunded to the Patterson Foundation.

### 5. Term of Agreement

This Agreement shall be effective as of July 1, 2022 and shall terminate on June 30, 2023. Either party may terminate this Agreement at any time without cause by providing sixty (60) days written notice to the other party. Written notice may be provided by email, fax, certified carrier or US Post.

### 6. Data and Confidentiality

SCGLR will request information pursuant to a separate data sharing agreement related to school readiness, attendance, summer learning and reading achievement. Requests for data should go to the Executive Director, Accountability and Choice with copies to the Systems Programmer III.

The Patterson Foundation will assure that all volunteers, employees, agents and subcontractors at the Patterson Foundation will abide by Family Educational Rights and Privacy Act 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto codified at 34 CFR Part 99 ("FERPA"), when dealing with student records and all personally identifiable student information, which will be kept strictly confidential and will not be disclosed to any other person or organization without the prior permission of the School Board AND the parent. Parental consent is NOT needed to disclose anonymous information to include the above demographics for research or evaluation purposes.

### 7. <u>Governing Law</u>

This agreement shall be governed by and construed in accordance with the law of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

#### 8. Amendments

This Agreement may be amended only by written agreement executed by both Parties.

#### 9. <u>Responsible Parties for the Planning and Implementation of the Grant</u>

Suncoast Campaign for Grade Level Reading (SCGLR):

Beth Duda – Director, SCGLR (<u>bduda@thepattersonfoundation.org</u>) Bronwyn Beightol – Chief Impact Officer, Sarasota, Manatee, DeSoto – United Way Suncoast Kirsten Russell – Vice President, Community Impact – Community Foundation of Sarasota County

School Board of Sarasota County:

Denise Cantalupo – Executive Director, Accountability and Choice (denise.cantalupo@sarasotacountyschools.net) Chris Renouf – Associate Superintendent (<u>Chris.Renouf@sarasotacountyschools.net</u>)

#### 10. Supervision and Evaluation

Quarterly meetings will be established to discuss the progress of the partnership, needed changes, etc. The appropriate Executive Director of schools will participate in this process along with those directly charged with the supervision and evaluation of the overall data review process. SCGLR attendees may include Beth Duda and Bronwyn Beightol.

The Parties execute this Agreement through their undersigned representatives fully intending to be bound by the terms hereof.

#### PATTERSON FOUNDATION OF SARASOTA COUNTY, INC.

Debra M. Jacobs, President and CEO

Date

#### SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Jane Goodwin, Chair

Date

Approved for Legal Content By Shumaker, Loop & Kendrick, LLP Attorneys for The School Board of Sarasota County, Florida Date: <u>May 2, 2022</u> Signed: <u>MRM</u>