

**DATA SHARING AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND
THE PATTERSON FOUNDATION**

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 Patterson Foundation (hereinafter referred to as “Recipient”) on this ____ day of August, 2023, 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. The Recipient and the School Board shall be collectively referred to as the “Parties,” each being a “Party.”

I. Purpose and Duration of the Study/Project(s)

Pursuant to the 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"), the School Board may disclose student education records and personally identifiable student data (“Protected Records”) 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 School Board has determined that the evaluations to be undertaken by Recipient, as described herein (the “Project”) meets this standard as the project is intended to study educational outcomes to assist the board in improving instruction to students in Sarasota County. In addition, this partnership is designed to strengthen the data acquisition and management processes needed to ensure that continuous progress is being made in areas supported by the Suncoast Campaign for Grade Level Reading (SCGLR). Specific projects include: The Suncoast Summer Reading Challenge.

These studies/programs are expected to be completed by June 30, 2024 and the term of this Agreement will terminate by June 30, 2024. In accordance with FERPA, Protected Records are private, strictly confidential and must not be disclosed by the Recipient to any other person or organization without the permission of the School Board and the parent or eligible student.

Specific Data Requested: STAR PM3 SY22-23 and PM1 SY23-24 scores

FAST PM3 SY22-23 and PM1 SY23-24 scores

II. Recipient's Obligations

Recipient shall prepare an outcome report to the Assistant Superintendent Chief Academic Officer on or before June 30, 2024 using the data obtained pursuant to this Agreement to assess the effectiveness of the Suncoast Summer Reading Challenge.

Recipient agrees it will:

1. Use personally identifiable information from the Protected Records only to meet the purpose or purposes of its Project as stated above;
2. Keep all Protected 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, Recipient agrees it will respect the privacy of these records and will neither seek to view nor share within Recipient's 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 Protected Records including personally identifiable information derived therefrom when the information is no longer needed for the purposes for which the Project 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.
6. Require all individuals receiving and reviewing any Protected Records or personally identifiable information derived therefrom to sign and return the "Agreement to Maintain Confidentiality of Student Records" form attached hereto.
7. Ensure that data required by the Recipient will be transferred using a secure file sharing service required by the School Board. All data received from the School Board will be stored on a secure server at the Recipient and accessible only to employees with direct involvement in this project.
8. These Protected Records will be provided to Recipient by password protected FTP site. Recipient may only share aggregate data, where no student or personally identifiable information is identified, without express, written permission from the School Board and parent or eligible student.

III. 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. Recipient 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 Agreement shall be void unless 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:
Dr. Denise Cantalupo
1960 Landings Blvd
Sarasota, FL 34231

If to Recipient:
The Patterson Foundation
2 N. Tamiami Trail, Suite 206
Sarasota, FL 34236

With a copy to:
Superintendent of Schools
1960 Landings Blvd
Sarasota, FL 34231

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

The Patterson Foundation

By: 
Debra M. Jacobs, President & CEO

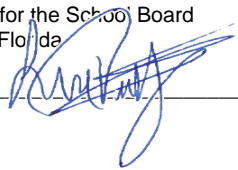
Date: 7-12-23

The School Board of Sarasota County, Florida

By: _____
Bridget Ziegler, Chair

Date: _____

Approved as to Form and Legal Content
By: Leonard J. Dietzen
Substitute Attorneys for the School Board
of Sarasota County, Florida

Signed: 
Date: 7/13/23