



**SARASOTA
County Schools**

Research, Assessment & Evaluation,
School Improvement,
1960 Landings Blvd., Sarasota, FL 34231
941-927-9000, Ext. 32257 • Fax 941-927-4021
Web site: www.SarasotaCountySchools.net

Data Sharing Agreement

The Patterson Foundation

**2 N. Tamiami Trail, Suite 206, Sarasota, FL 34236
(941) 952-1413**

And

The School Board of Sarasota County, Florida

**1960 Landings Blvd., Sarasota, FL 34231
(941) 927-9000**

This Data Sharing Agreement is entered into this 1st day of May, 2018 by and between The Patterson Foundation and the School Board of Sarasota County, Florida ("the Board").

Purpose: To identify the data sharing scope and security measures in effect during the effective terms of the accompanying Memorandum of Understanding, July 1, 2018 through June 30, 2019, so that The Patterson Foundation may study educational outcomes to assist the Board in improving instruction to students in Sarasota County.

The Board will:

- A. Provide technical and analytic support for the Suncoast Campaign for Grade Level Reading (SCGLR) and the development of data dashboards to monitor the progress of at-risk students.
- B. Share summative and individual student data on attendance, i-Ready performance, Florida Standards Assessment (FSA) performance, attendance, suspension, enrollment and dropout data.

The Patterson Foundation will:

- C. Ensure that all information collected or given to The Patterson Foundation for this project will be kept strictly confidential. Ensure that all volunteers, employees, agents and subcontractors will abide by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99) when dealing with student records and all personally identifiable student information.
- D. Ensure that personally, identifiable information can only be used to meet the purpose of the study as stated in the Memorandum of Understanding.
- E. Ensure that personally identifiable information of parents and students will be shared



only with representatives of its organization that have legitimate interest in the information.

- F. Purge all data and personally identifiable information from all storage media when no longer needed for the purposes of this study, which will be when this agreement or any successor agreements terminate or at such earlier period as the District requires by written notice.
- G. Refrain from publishing any individual identifiable student or teacher data.
- H. Refrain from publishing any reports that use any aggregated student or teacher data unless agreed to by the School Board of Sarasota County.
- I. Require all those individuals receiving and reviewing any personally identifiable Information (as Identified above) to sign and return the Agreement to Maintain Confidentiality of Student Records form (see attached).
- J. Ensure that data required by The Patterson Foundation 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 The Patterson Foundation and accessible only to employees with direct involvement in this project.
- K. Ensure that the data from the school/district will be matched using N numbers or student names. Data may be shared with an external contractor who is under contract with The Patterson Foundation to protect the confidentiality of shared information and meet all standards of confidentiality described in this Agreement.

Public Records

The Patterson Foundation shall comply with Florida's Public Records Law including:

- a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service;
- b) providing the public with access to public records on the same terms and conditions that the 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



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- d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of The Patterson Foundation 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 Board in a format that is compatible with the information technology systems of the Board.

IF THE PATTERSON FOUNDATION 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.

Both Parties Agree:

- A. That The Patterson Foundation is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- C. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
- D. 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.

THE PATTERSON FOUNDATION



Debra M. Jacobs, President and CEO

4/19/18

Date

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Bridget Ziegler, Chair
Approved for Legal Content
April 18, 2018, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed:ASH

Date



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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, 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.

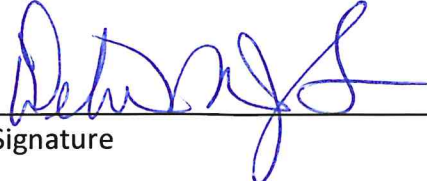
Name (please print) Debra M. Jacobs

The Patterson Foundation

Organization Name

President / CEO

Title



Signature

4/19/18

Date