

DATA SHARING AGREEMENT

School Board of Hillsborough County, Florida
&
<ORGANIZATION NAME>

THIS DATA SHARING AGREEMENT (“Agreement”) is made and entered into as of _____, 20__, by and between the SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA (hereinafter referred to as “HCSB”), a body corporate and political subdivision of the State of Florida, whose principal place of business is 901 E. Kennedy Blvd., Tampa, FL 33602, and <ORGANIZATION NAME> (hereinafter referred to as “<PARTNER>”), <DESCRIPTION>, whose principal place of business is <ADDRESS>, collectively hereinafter referred to as the “Parties.”

WHEREAS, HCSB has a constitutional obligation to educate children of compulsory school age; and

WHEREAS, <PARTNER> is <PURPOSE OF ORGANIZATION>; and

WHEREAS, HCSB and <PARTNER> approved a *Memorandum of Agreement on _____, 20__, which describes the mutual support and cooperation needed for providing educational interventions to students know to both Parties*; and

WHEREAS, the Parties acknowledge that educational stability and educational progress are important to the children receiving services; and

WHEREAS, the Parties desire, with the consent of the parent (as defined in 34 C.F.R. §99.3), to share students’ education records and the personally identifiable information contained therein, in accordance with federal and state laws, that will result in improved educational services to students ...; and

WHEREAS, <PARTNER> collects written Parental Consent for the HCSB to release students’ education records and the personally identifiable information contained therein.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Data Sharing Agreement mutually agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

2. **Term and Termination.** This Agreement **will become effective** on _____, 20__, and be coterminous with the existing Memorandum of Understanding between the Parties.

This Agreement will be canceled:

- By either party without cause during the term hereof upon written notice to the other party of its desire to terminate this Agreement.

Upon termination of this Agreement, <PARTNER> will destroy all student information or educational records in its possession, if any, and confirm the same in writing to HCSB. This provision shall survive termination of this Agreement.

3. **<ORGANIZATION NAME>.** <PARTNER> will:

- Provide a list of student identifiers (e.g. district student number) and placement information to HCBS, from the Parental Consentsⁱ
- Provide, upon request, copies of corresponding individual Parental Consents to HCBS.

4. **HCSB Services.** HCSB agrees to the following:

- Upon receipt of the list of student identifiers, engage in a verification process to ensure Parental Consent (as defined in) is available for the release of student information.
- Upon completion of the verification process HCSB will make the following personally identifiable information from HCSB students' education records electronically available to <PARTNER>:
 - *List of specific student information to be released*

5. **Sharing of Education Records.** Pursuant to this Agreement, and throughout its term, <PARTNER> will receive from HCSB personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act and s. 1002.221, Florida Statutes. The parties agree that such information is being shared pursuant to 34 C.F.R. §99.30(a). <PARTNER> acknowledges and agrees that, in accordance with these laws, and the regulations implementing them, it may use such information only for the purposes for which the disclosure is made and may not disclose the information to any other party. <PARTNER> shall not allow anyone to obtain access to personally identifiable information including information about the student, educators, and school(s) from education records except in strict accordance with the requirements, of this Agreement.

6. **Background Check.** All employees, appointees or agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by Section 435.04, F.S.

7. **Liability.** Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that HCSB's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by HCSB, nor shall anything herein be construed as consent by HCSB to be sued by any third party for any cause or matter arising out of or related to this Agreement.

8. **Non-Discrimination.** The Parties shall not discriminate against any This document incorporates and includes all prior employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

9. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

11. **Compliance with Laws.** Each party shall comply, at its own cost, with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement, including but not limited to student records laws and the Florida Jessica Lunsford Act.

12. **Security Plan.** Parties shall take reasonable measures to protect and secure data in electronic form containing personal information in compliance with s. 501.171, Florida Statutes. Further, <PARTNER> will maintain policies regarding data breaches and make those policies available to HCSB upon request or upon occurrence of a data breach. <PARTNER> shall report any possible or actual data breach to HCSB's designated contact in Notice section of this agreement.

13. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Thirteenth Judicial Circuit in Hillsborough County, Florida, or, if the state court does not have jurisdiction, the United States District Court for the Middle District of Florida, Tampa Division.

14. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

16. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective party and place for giving notice:

To School Board:

To <PARTNER>:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective _____, 20____, and coterminous with the existing Memorandum of Understanding between the parties.

SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

BY: _____
Signature of Authorized Representative

Printed Name: _____
Print of Authorized Representative

Title: _____
Title of Authorized Representative

<PARTNER>

BY: _____
Signature of Authorized Representative

Printed Name: _____
Print of Authorized Representative

Title: _____
Title of Authorized Representative

