

**SHARING SECURITY AND PRIVACY AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
THE CHILDREN'S HOME SOCIETY OF FLORIDA**

This Data Sharing Security and Privacy Agreement ("Agreement") is made by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("CCDS"), and **THE CHILDREN'S HOME SOCIETY OF FLORIDA**, a Florida not for profit corporation, located at 482 South Keller Road, 3rd Floor, Orlando, Florida, 32810, ("CHS"). CCDS and CHS may be referred to herein as "Party."

RECITALS

WHEREAS, on or about August 1, 2020, CCDS and CHS, along with Orange Park Medical Center, entered into a Memorandum of Agreement regarding the establishment and operation of Orange Park High School, located in Clay County, as a community school;

WHEREAS, on or about September 25, 2020, CCDS and CHS, along with Health Care Center for the Homeless, Inc., d/b/a Orange Blossom Family Health and the University of Central Florida Board of Trustees, entered into a Memorandum of Understanding regarding the establishment and operation of a community school. CCDS has three (3) CPS programs known as Orange Park High School, Keystone Heights Junior/Senior High School and Wilkinson Junior High School in Clay County, Florida;

WHEREAS, pursuant to the Memorandum of Understanding, CHS provides student supports including a range of health and social services, academic support programs, and family and community engagement services, while participating in a collaborative leadership along with fellow core partners within the community partnership school;

WHEREAS, CCDS and CHS have a common desire to share data in order to evaluate the efficacy of the community school as an effective educational delivery mode.

NOW, THEREFORE, the Parties agree, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), set forth in 20 U.S.C. §12329, and its regulations at Part 99 of Title 34 of the Code of Federal Regulations ("CFR"), as amended, as follows:

1. TERM, TERMINATION AND EXTENSION OF THIS AGREEMENT

This Agreement shall be for a term of two (2) years, commencing on the date on which the last signature is affixed. Upon written agreement of the parties, executed at least thirty (30) days prior to expiration, the Agreement may be extended three times for periods of one (1) year each. The maximum term of this Agreement shall be five (5) years, including the original term and the

one year extensions, after which the Agreement must be reviewed for currency and re-executed. Either party may terminate this Agreement immediately for cause in the event that the other party acts in violation of any state or federal law, regulation or rule, including but not limited to FERPA, or willfully or negligently abuses the confidentiality restrictions of this Agreement or is in material violation of any term of this Agreement. Either party shall have the absolute right to terminate this agreement with or without cause with sixty (60) days' prior written notice to the other party. However, any unilateral termination of this Agreement by a party shall be effective only at the end of the specific academic period (defined as the academic year in which notice is given) during which the written notice was given if the notice is given more than sixty (60) days from the end of the academic period

2. COMPENSATION

There is no monetary compensation set forth under this Agreement. The Parties will each bear their own costs and expenses relating to execution of their respective obligations and responsibilities as set forth in this Agreement.

3. DEFINITIONS AND ABBREVIATIONS

3.1 "Confidential Information" means any information disclosed by one Party to the other during the course of this Agreement, which is not generally known to the public in the form provided, and shall include PII (as defined herein).

3.2 "Disclose," "disclosure," or "re-disclosure" means to permit access to or the release, transfer, or other communication of PII (as defined herein) contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. See 34 CFR §99.3.

3.3 "Education records" means records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. See 34 CFR §99.3.

3.4 "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. §12329, and its implementing regulations enacted at 34 CFR §99, and Sections 1001.41 and 1002.22, *Florida Statutes*, as they relate to the release of student information.

3.5 "Personally Identifiable Information" ("PII") has the same meaning as under FERPA at 34 CFR § 99.3.

4. PURPOSE OF THE DISCLOSURE

4.1 CHS uses data in partnership with CCDS in the legitimate educational interest of students to improve instruction and administer student aid programs by reviewing student-level data to identify which students need supports, to determine what supports are needed and to initiate or modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA). CHS shall administer the

"Efforts to Outcomes" database for the collection of services and outcomes for students within CCDS community partnership schools in order to continually improve student services which meaningfully contribute to student success.

4.2 For purposes of this Agreement, CHS shall function as an agent of the CCDS only with regard to accessing and maintaining pupil record information necessary for CHS's performance. CHS agrees to the following conditions, as required by 20 U.S.C. §12329 and 34 C.F.R. §99.31(FERPA): (1) CHS is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (2) CHS is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

4.3 CHS shall comply with all requirements of 34 C.F.R. §99.31(a)(6). CHS shall conduct its analysis in a manner that does not permit personal identification of parents and students by anyone other than representatives of CHS authorized by this Agreement who have a legitimate educational interest in the information for purposes of this Agreement. For the purposes of auditing or evaluating CHS's federal or state supported program, CHS Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

5. JOINT OBLIGATIONS OF THE PARTIES

5.1 CCDS and CHS shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any Party to this Agreement to maintain, use, disclose, redisclose or share PII in a manner not allowed by federal law, regulation, or this Agreement.

5.2 CCDS and CHS shall each identify at least one point of contact/data custodian from their respective organizations who shall be responsible for processing and responding to data requests and general inquiries from the other Party. Upon signing of this Agreement, both Parties will exchange in writing the name, mailing address, email address, and telephone number of their point of contact/data custodian, which must be updated from time to time, as applicable.

5.3 CHS point of contact:

Gillian Berry (Gillian.berry@chsfl.org)
Director of Software Solutions
and
Greg McIntosh (Greg.McIntosh@chsfl.org)
Sr. Director of Business Operations
Contact Number: 321-397-3000
Address: 482 South Keller Rd, 3rd Floor
Orlando, Florida 32810

CCDS point of contact:

Shelley Luter

School Behavioral Health Specialist
Contact Number: 904-366-6874
Address: 23 Green Street South
Green Cove Springs, Florida 32043

6. RESPONSIBILITIES OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (CCDS)

6.1 CCDS will share the requested data with CHS, but only for purposes of CHS conducting the analysis as described in Section 4 of this Agreement. CCDS will disclose/rediscover only those specific data elements required to complete the analysis. Data will be disclosed to CHS through the CCDS Point of Contact identified in Section 5.

6.2 CCDS acknowledges that it must comply with the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h). CCDS is solely responsible for ensuring that any survey, analysis, or evaluation provided to its students as part of the analysis defined in Section 4 of this Agreement does not ask students to respond in any manner that reveals information concerning: (1) political affiliations or beliefs of the student or the student's family; (2) mental or psychological problems of the student or the student's family; (3) sex behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of other individuals with whom respondents have close family relationships; (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers; (7) religious practices, affiliations, or beliefs of the student or student's parent; or (8) income.

6.3 As part of this Agreement, CCDS will, at the end of each quarter, transmit the following data to CHS if the data exists as a record in the CCDS Student Information System:

Identifiable, student-level information for all students in the schools it will serve
Student ID

Basic demographic data including:

Date of Birth

Race Ethnicity

Assigned grade

Enrollment data, including disenrollment date and reason

Name of School, prior level school to enrollment if known or applicable

Reading and Math grade levels; Q4

Economic Status

ELL, ESE

Standardized test scores (FSA, PSAT, SAT, ACT, EOC); Q4

Algebra EOC: Q4

Geometry EOC; Q4

Clay Standard Assessments, Achieve 3000, Pre-Post, IREADY

Self-report survey data related to adolescent risk behavior (e.g., such as those collected on the CDC Youth Risk Behavior Survey)

School Data

De-identified and aggregated by grade data from school teachers and staff
Prevention program monitoring and evaluation data, ie: self-report survey data

Total number of instructional days

Teacher and staff incident reports of violence indicators. SESIR Violations: Q4

Graduation Rate: Q4

Teacher Retention: Q4

Daily attendance

Data regarding the number of students who are eligible for free or reduced priced meals based upon the Direct Certification determination or the extension of eligibility to the household due to eligibility of an identified direct certified student or the FRL eligibility survey.

7. RESPONSIBILITIES OF CHS

7.1 CHS agrees to use PII shared under this Agreement for no purpose other than to conduct the analysis described in Section 4 of this Agreement. CCDS approval to utilize PII from education records pursuant to Section 4 of this Agreement does not confer approval to use it for any other purpose.

7.2 CHS agrees not to share or redisclose PII received under this Agreement with any other individual, institution, organization, entity, or government without the prior written approval of CCDS, except as permitted by this Agreement or by FERPA (e.g., upon obtaining prior consent of the parent or eligible student), or as required by a valid subpoena, court order, or administrative directive. CHS is not prohibited from sharing aggregate or deidentified student data if CHS follows appropriate disclosure avoidance policies.

7.3 CHS agrees to maintain PII obtained pursuant to this Agreement separate from all other data files that possesses and not to copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to complete the analysis described in Section 4 of this Agreement, or as necessary for established data management and backup processes. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type, including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data.

7.4 The ability to access or maintain PII under this Agreement will not under any circumstances transfer from CHS or be assigned by CHS to any other individual, institution, organization, government or entity, except as permitted by this Agreement or upon obtaining prior written consent of the parent or eligible student.

7.5 Under no circumstance shall CHS become an owner, proprietor, or custodian of any PII provided by CCDS under this Agreement. CHS may not publish the results of its analysis or other outcomes stemming from work performed under this Agreement in a way that identifies individual students or their parents, either directly or indirectly, absent their prior written consent. CHS shall provide all data, analysis, conclusions derived therefrom, reports, summaries, recommendations or other interim or final products of its analytical processes to CCDS for its

review, collaboration and input, prior to any publication or disclosure, either public or private, of any kind or nature in any medium or forum by CHS.

7.6 CHS agrees to establish procedures and systems to process, store, and/or transmit PII under this Agreement in a secure manner that prevents unauthorized disclosure of the PII, including the interception, diversion, duplication, or other unauthorized access to said PII.

7.7 CHS will permit CCDS to review all procedures set established pursuant to subsection 7.6 of this Agreement, will provide written assurances to CCDS, regarding the use of PII transmitted under this Agreement to ensure that CCDS has appropriate policies and procedures in place to protect the PII and to enable CCDS to confirm that CHS disclosure of PII is authorized by this Agreement.

7.8 In accordance with section 6.2, any survey, analysis, or evaluation provided to students as part of the analysis defined in Section 4 of this Agreement must be approved by the Point of Contact defined in section 5 prior to utilization.

8. DATA SECURITY

CHS agrees to protect and maintain PII with security measures that include maintaining secure environments that are properly patched and up to date with all appropriate security updates implemented on a reasonably timely basis as designated by a relevant authority, including but not limited to, Microsoft notifications. Likewise, CHS agrees to conform to the following measures to protect and secure PII:

8.1 Data Transmission, Storage, Backup, and Recovery. CHS agrees that any and all transmission or exchange of system application data with CCDS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent. CHS agrees that any and all CCDS data will be stored, processed, and maintained solely on designated servers and that no CCDS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CHS's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of service shall be contained within the states, districts, and territories of the United States, unless specifically agreed to in writing by a CCDS officer with designated data, security or signature authority. CHS agrees to store all CCDS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

8.2 Data Re-Use. CHS agrees that any and all PII disclosed under this Agreement shall be used expressly and solely for the purposes enumerated herein. PII shall not be distributed, repurposed, or shared across other applications, environments, or business units of CHS except as permitted in this Agreement. As required by Federal law, CHS agrees that no PII shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except as permitted by this Agreement, by the FERPA permitted disclosures set forth at 34 CFR §§ 99.31(a)(1), 99.31(a)(6), and 99.31(a)(12), or on a case-by-case basis as specifically agreed to in writing by a CCDS officer with designated data, security, or signature authority.

8.3 End of Agreement Data Handling. CHS agrees that, upon termination of this Agreement, it shall return all PII to CCDS in a useable electronic form, and erase, destroy, and render unreadable all PII stored on CHS computers, servers, information storage/retrieval devices and systems of any kind or nature whatsoever, in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days after the termination of this Agreement or within seven (7) days after the request of an agent of CCDS, whichever shall come first. Notwithstanding the foregoing, CHS shall be permitted to retain an archival copy of the PII solely for purposes of satisfying the data retention requirements of third-party publishers of reports or other articles in connection with the analysis defined in Section 4 of this Agreement, or as may be required by law.

8.4 Data Breach. CHS agrees to comply with Florida Statutes §501.171 and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification by law. In the event of a material breach of any of CHS's security obligations under this Agreement or other event requiring notification under applicable law ("Notification Event"). CHS agrees to notify CCDS promptly and to provide reasonable assistance to CCDS to inform individuals if required by applicable law, and to indemnify, hold harmless, and defend CCDS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

8.5 Mandatory Disclosure of PII. If CHS becomes compelled by law or regulation (including securities laws), or subpoena, court order, or other administrative directive to disclose any PII related to CCDS students, CHS will provide CCDS with prompt written notice, to the extent permitted by law, so that CCDS may seek an appropriate protective order or other remedy. If a remedy acceptable to CCDS is not obtained by the date that CHS must comply with the request, CHS will furnish only that portion of the PII that it is legally required to furnish, and CHS shall require any recipient of the PII to exercise commercially reasonable efforts to keep the PII confidential, to the extent permitted by law.

8.6 Remedies for Disclosure of Confidential Information. The Parties acknowledge that unauthorized disclosure or use of PII or other confidential education records may irreparably damage CCDS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any PII or education records shall give CCDS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). CHS hereby waives the posting of a bond with respect to any action for injunctive relief. CHS further grants CCDS the right, but not the obligation, to enforce these provisions in CHS's name against any of CHS's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

9. GOVERNING LAW AND REMEDIES

9.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of the Agreement will have its venue in the courts of the State of Florida

located in Clay County and the Agreement will be interpreted according to the laws of Florida and/or federal law where appropriate. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover court costs, and expenses recognized as taxable court costs pursuant to Florida Statutes and/or The Florida Rules of Civil Procedure (including fees, costs, and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

10.1 CHS is, and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of CCDS. All persons engaged in the analysis pursuant to Section 4 of this Agreement shall at all times, and in all places, be subject to CHS's sole direction, supervision, and control. CHS shall exercise control over the means and manner in which it and its employees perform pursuant to this Agreement, and in all respects CHS's relationship and the relationship of its employees to CCDS shall be that of an independent contractor and not as employees or agents of CCDS. CHS does not have the power or authority to bind CCDS in any promise, agreement, or representation.

10.2 Nothing contained herein, other than the limited "agency" language in subsection 4.2 of this Agreement, shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

11. INSURANCE

At its sole expense, during the term of this Agreement CHS shall maintain General and Professional Liability insurance for any and all claims as a result of an action, lack of action, error, or omission by CHS, its employees, agents, or subcontractors in an amount not less than One Million Dollars (\$1,000,000) per claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.

12. INDEMNIFICATION

12.1 Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law

arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification subsection shall not operate to release any party from liability for their own negligence or the negligence of their officers, agents or employees or the duty to indemnify another party from said negligence.

12.2 Nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the CCDS's liability beyond that which is set forth in section 768.28, Florida Statutes. Nor shall any such language be construed or interpreted to waive the CCDS's sovereign immunity from suit, or to require the CCDS to indemnify CHS or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the CCSS or its employees. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

13. SUCCESSORS AND ASSIGNS

Neither CCDS nor CHS shall assign, sublet, convey, or transfer its interest in this Agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than CCDS and CHS.

14. NON-EXCLUSIVE AGREEMENT

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

15. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

16. ENTIRETY OF AGREEMENT

CCDS and CHS agree that this Agreement, and any documents made a part thereof, set forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

17. NON-WAIVER

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other, or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed

by the waiving Party.

18. FORCE MAJEURE

Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, Acts of God, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

19. CONSTRUCTION OF AGREEMENT

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

20. NOTICE

All correspondence, formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

Name: J. Bruce Bickner
Title: Attorney for the School Board of Clay County, Florida
Address: 900 Walnut Street
Green Cove Springs, Florida 32043
Email: James.Bickner@myoneclay.net
Phone: 904-336-6507

Name: Mr. Ernest Hamilton
Title: Regional Executive Director
CHILDREN'S HOME SOCIETY OF FLORIDA
Address: 3027 San Diego Road
Jacksonville, Florida 32207
Email: ernest.hamilton@chsfl.org
Phone: 904-571-4549

IN WITNESS WHEREOF, the undersigned, in their representative capacities, acknowledge that they have read this Agreement in full and have had an opportunity to review it;

that they understand and agree to each of the foregoing provisions; and that they are duly authorized to sign the Agreement and have executed this Agreement on the dates written below.

THE CHILDREN'S HOME SOCIETY OF FLORIDA



Printed Name: _____ Ernest Hamilton

Title: _____ Regional Executive Director

Date: _____ 10/22/2020

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Printed Name: _____

Title: _____

Date: _____