

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is entered into between The University of Florida Board of Trustees, a public body corporate for the UF Lastinger Center (“Provider”) and the Suwannee County School District (the “District”). The District and Provider will be collectively referred to as the “Parties.”

In order to administer the New Worlds Reading Initiative (“Program”) on behalf of the State of Florida to students residing within the District, Provider will need access to certain student information held by the District. District agrees to provide such information under the terms and conditions of this Agreement.

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall include, but is not limited to, the following: Student’s Name, Parent’s name, Mailing address, Phone number (parent or guardian), State ID, Achievement Level, Demographic Data, and any other information that is necessary for Provider to implement the Program within the District.
- B. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used or disclosed by Provider for any purpose not related to administering the Program within the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION.

- A. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which the District would otherwise use employees; and (2) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.
- B. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of implementing the Program within the District.
- C. At the conclusion of this agreement Provider agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data.

3. DATA SHARING.

- A. Except as necessary to fulfill its obligations to the State of Florida under the Program, Provider shall not share Data with any additional parties, without prior written consent of the District.
- B. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing there requested Data or information.

4. SECURITY CONTROLS.

- A. Provider shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.

5. INDEMNIFICATION.

- A. Subject to the limitations set forth in Florida Statute section 768.28, Provider shall indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits or liability, including reasonable attorneys' fees for damages or costs resulting from the acts or omissions of Provider, while performing under this Agreement.

6. TERMINATION

- A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to the District in writing within five (5) business days that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction.

University of Florida



Signature of Authorized Representative

Joseph Glover

Printed Name


Provost and Senior Vice President

Position

12/20/2021 | 11:54 AM EST

Date

Suwannee County School District


Signature of Authorized Representative

Ted L. Roush

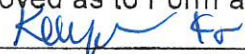
Printed Name

Superintendent of Schools

Position

NOV 16 2021

Date

"Approved as to Form and Sufficiency
BY 
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"


Chairperson, Suwannee County School Board

Certificate Of Completion

Envelope Id: 436BDE99D98947838EA6D51D5E0E478F

Status: Completed

Subject: Please DocuSign: SIGNED Suwanne County Data Sharing Agreement.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rebecca Holt

AutoNav: Enabled

971 Elmore Drive, Rm 102

Enveloped Stamping: Enabled

PO Box 115250

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Gainesville, FL 32611

bholt@ufl.edu

IP Address: 128.227.192.244

Record Tracking

Status: Original

Holder: Rebecca Holt

Location: DocuSign

12/6/2021 11:21:55 AM

bholt@ufl.edu

Signer Events**Signature****Timestamp**

Joseph Glover

glover@ufl.edu

University of Florida

Security Level: Email, Account Authentication
(None)*Joseph Glover*

Sent: 12/6/2021 11:25:50 AM

Viewed: 12/20/2021 11:54:49 AM

Signed: 12/20/2021 11:54:53 AM

Signature Adoption: Pre-selected Style

Using IP Address: 128.227.179.57

Electronic Record and Signature Disclosure:

Accepted: 6/26/2019 2:23:41 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Rebecca Holt

bholt@ufl.edu

Provost & Sr. Vice President

University of Florida

Security Level: Email, Account Authentication
(None)**VIEWED**

Sent: 12/6/2021 11:22:57 AM

Viewed: 12/6/2021 11:25:49 AM

Using IP Address: 128.227.192.244

Electronic Record and Signature Disclosure:

Accepted: 8/6/2018 8:03:54 AM

ID: b5bb80d4-a700-42cb-9fa1-136e961122d7

Carbon Copy Events**Status****Timestamp**

Penny Fultz

fultz@ufl.edu

University of Florida

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/20/2021 11:54:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/20/2021 11:54:49 AM
Signing Complete	Security Checked	12/20/2021 11:54:53 AM
Completed	Security Checked	12/20/2021 11:54:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES

From time to time, the University of Florida (we, us, our, or UF) may be required by law to provide you certain written notices or disclosures and may also choose to provide you with agreements, statements, authorizations, acknowledgments and other documents (collectively, "Documents"). Described below are the terms and conditions for providing such Documents electronically through the UFDocuSign electronic signing system. This supplements all other agreements you have with UF; however, in the case of any inconsistency, the terms herein shall control as applied to your consent to receive and sign Documents electronically through UFDocuSign. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. If you are agreeing on behalf of a business entity, you also agree that you have the requisite authority to consent to this Disclosure and Consent to Use Electronic Records and Signatures on behalf of the entity.

All Documents may be sent to you electronically

Unless you tell us otherwise, in accordance with the procedures described herein, we may, in our sole discretion, provide electronically to you through the UFDocuSign system all Documents that are required to be provided or made available to you during the course of our relationship. We may always, in our sole discretion, provide you with any Documents in paper form, even if you have chosen to receive it electronically.

Getting paper copies

At any time, you may request a paper copy of any Document provided or made available electronically by us. You will have the ability to download and print documents we send to you through the UFDocuSign system during and immediately after the signing session. To request delivery from us of paper copies of the Document(s) previously provided electronically, you must send an e-mail reply to the sender of the electronic Document(s) and state your e-mail address, full name, US Postal address, and telephone number.

Withdrawing your consent

If you decide to receive Documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive Documents only in paper format. To indicate to us that you are changing your mind, you must withdraw your consent using the UFDocuSign 'Withdraw Consent' form on the signing page of an UFDocuSign envelope. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically. You will no longer be able to use the UFDocuSign system to receive Documents electronically from us or to electronically sign Documents from us.

If you withdraw your consent, it will become effective only after a reasonable period of time has passed to allow us to process such request. If you elect to receive Documents only in paper format, your withdrawal of consent will have no legal effect on the validity or enforceability of any Documents provided to you in electronic form or electronically signed by you through UFDocuSign prior to the effective date of your withdrawal. Withdrawing your consent means you will be sent and sign Documents in paper form going forward.

To inform us that you no longer want to receive future Documents in electronic form you may:

- i. decline to sign a document from within your UFDocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent; or
- ii. send us an e-mail to UF-DocuSign@ufl.edu and in the body of such request state your

e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.

How to contact UF

You may contact us to let us know of changes to your electronic contact information, to request paper copies of certain information from us, and to withdraw your prior consent to receive Documents electronically as follows:

- To contact us by email send messages to: UF-DocuSign@ufl.edu
- To contact us by paper mail, please send correspondence to:

University of Florida Information Technology
Attn: UFDocuSign Service
P.O. Box 113359
Gainesville, FL 32611-3359

To advise UF of your new e-mail address

You agree to promptly update us regarding any change in your email address so that we may send Documents to you electronically, as needed. To let us know of a change in your e-mail address, you must send an email message to us at UF-DocuSign@ufl.edu and in the body of such request state: your previous e-mail address, your new e-mail address. You also agree to promptly update us regarding any change to your other contact information in the same manner described above.

In addition, you must notify UF to arrange for your new email address to be reflected in your UFDocuSign account by following the process for changing e-mail in the UFDocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive Documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic Documents that we will provide to you, please verify that you were able to read

this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES to an address where you will be able to print on paper or save it for your future reference and access.

Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

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- I can print on paper the DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES document or save or send it to a place where I can print it, for future reference and access; and
- I agree to the terms and conditions in this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES document; and
- Until or unless I notify UF as described above, I consent to receive exclusively through electronic means all Documents during the course of my relationship with UF under the terms and conditions set forth in this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES.