



CHILDREN'S TRUST
OF ALACHUA COUNTY

DATA TECHNICAL ADVISORY COMMITTEE AGENDA

April 28, 2022 at 9:30 AM

CTAC, 802 NW 5th Ave, Gainesville, FL 32601

Welcome

Roll Call

Meeting Topics

1) What is our data strategy?

-Where are we now and where we aspire to be

-Data and Our Goals

-What information is collected?

2) How do we gather information?

-How is data collected?

-Participant Consent

-Data Sharing

Public Comments

Close

Supporting Documents

- Powerpoint
- Pathway to Improve Child Outcomes
- CTAC Goals and Indicators
- Data Technical Advisory Committee Charge
- SBAC Data Sharing Agreement Template
- SBAC Memorandum of Understanding Template

Virtual Meeting Information

1. Zoom Link to Register: https://us02web.zoom.us/webinar/register/WN_IhuWi8VXRySyzFyQu3H0Cw
2. View or listen to the meeting: https://www.youtube.com/channel/UCpYNq_GkjCo9FQo3qR5-SOw
3. Public Comments: Submit online at <http://www.childrenstrustofalachuacounty.us/commentcard>.

File Attachments for Item:

1. Powerpoint



Item 1.

CHILDREN'S TRUST
OF ALACHUA COUNTY

Data Technical Advisory Committee

Children's Trust of Alachua County

April 28, 2022

Our Objectives

We are a policy creating committee!

1. The data collection processes and specific data elements that CTAC will need to require to meet the information needs of the Trust contracts (which may differ based on the contract objectives).
2. The data management infrastructure the Trust will need to collect and hold information in compliance with any confidentiality or privacy standards that apply.
3. The type(s) of analytics tools, dissemination procedures, and quality improvement processes the Trust should have in order to make effective use of the data.

Topics for Policy Discussion

Up for discussion and recommendations today:

- **What is our data strategy?** (i.e., philosophy, intent, and approach)
- **How do we gather information?** (i.e., methods, processes, data sharing agreements)

Future meeting discussions:





- **How do we secure information?** (i.e., data system, information management, security, HIPAA compliance)
- **How do we share results?** (i.e., communication, dissemination plan and tools)



What data are we collecting now?

Data to help us to monitor program performance and learn about the children we are serving.



Participants Served -> Program	Strategy	Goal
211 pregnant women -> Family Partner	Support Maternal & Child Health	Children are born healthy & remain healthy. 
293 families with newborns -> NewboRN		
No report * -> Pace Reach	Support Mental Health & Substance Abuse Prevention	
No report * -> PALS		
140 children -> Wellness Coordinator	Support Physical Health	
	Improve Food Security	
44 teachers -> Transformative Professional Development	Support Professional Development & Capacity Building	Children learn what they need to be successful. 
19 owners / directors -> V'Locity Master Class		
7 programs* -> Youth Development Capacity Building Collaborative		
327 children -> Afterschool	Expand Access to High Quality Childcare, Afterschool, & Summer Programs	
Coming soon** -> Summer		
153 children -> Imagination Library	Support Literacy & Other Academic Supports	
47 children* -> Bridge Literacy Program		
1,184 children* -> Operation Full STEAM		
Coming soon** -> Freedom Schools		
	Support Special Needs	
0* -> New Tech Now	Support Career Exploration & Preparation	
Coming soon** -> TeensWork Alachua		
0* -> Help Me Grow	Support Initiatives that Connect Families to Resources	Children have nurturing & supportive caregivers & relationships. 
273 parents -> Family Resource Centers		
37 parents* -> Project YouthBuild Parenting Program	Improve Family Strengthening & Supports	
	Support Injury Prevention	Children live in a safe community. 
26 children* -> Big Brothers, Big Sisters	Support Initiatives that Prevent Delinquency / Truancy	
6,831 children* -> Peaceful Paths Prevention Program	Support Violence Prevention Initiatives	

- Each provider has unique requirements based on the type of service they provide.

Our Pathway to Improve Child Outcomes

Fiscal Year 2022, Data submitted thru February 2022

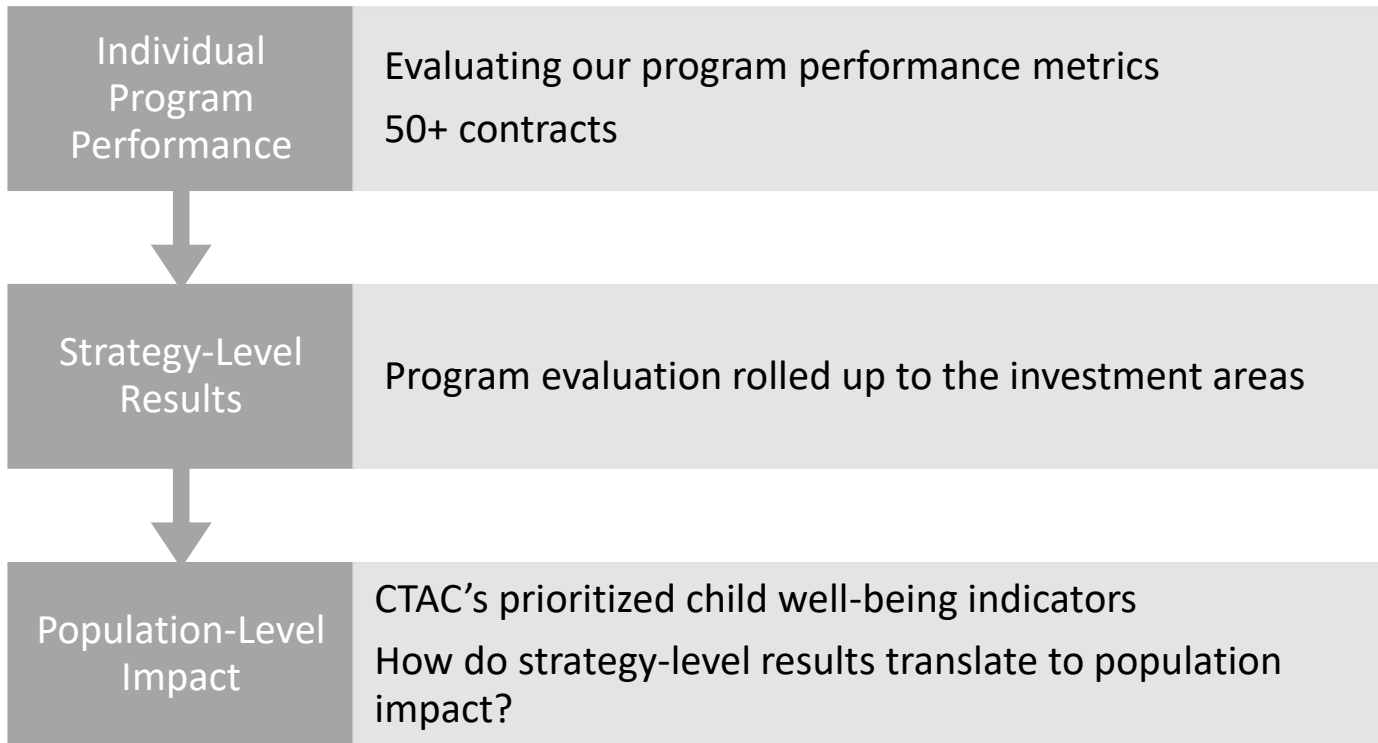
Children's Trust of Alachua County

*Contracts started January 1, 2022

**Contracts will begin providing services for youth in June 2022



How do we know we are making a difference?



Common Demographics Collected

Item 1.

- Gender
- Age
- Race
- Ethnicity
- Language
- Residence City
- Residence ZIP code
- Grade (school age youth only)
- School (school age youth only)

Why?

- ✓ Type of information collected varies based on the program.



How is data collected?

- **Monthly Reports**

- Includes aggregate counts and narrative on program activities.

- **Google Drive**

- Each provider has their own unique file.
- Access is limited to providers and CTAC who have a legitimate reason to access the information.
- No personally identifying info is collected.

- ❖ **Recommendation:**

-> Providers enter information directly into a Data System.

What are pros and cons?

Cons:

- Inefficient
- Limited
- Questionable

Pros:

- Flexible

❖ **What are your policy recommendations regarding how information is collected?**

Questions Raised

- 1) How are parents informed about the collection and use of data; why do we need the specific data being collected, how do we protect it?
- 2) Do participants receiving CTAC funded services have the option to opt-out of data collection? vs. CTAC accountability requirements and statutory responsibility to evaluate effectiveness.
- 3) What do we require of contracted providers in terms of data collection, security, management? → Data security
- 4) Do we want to share/exchange data with other agencies in the County?



Consent Process -

purpose

rights

uses

protected

disclosure

contact

What recommended language should the Trust's Data Collection and Management Policy have pertaining to Participant Consent?

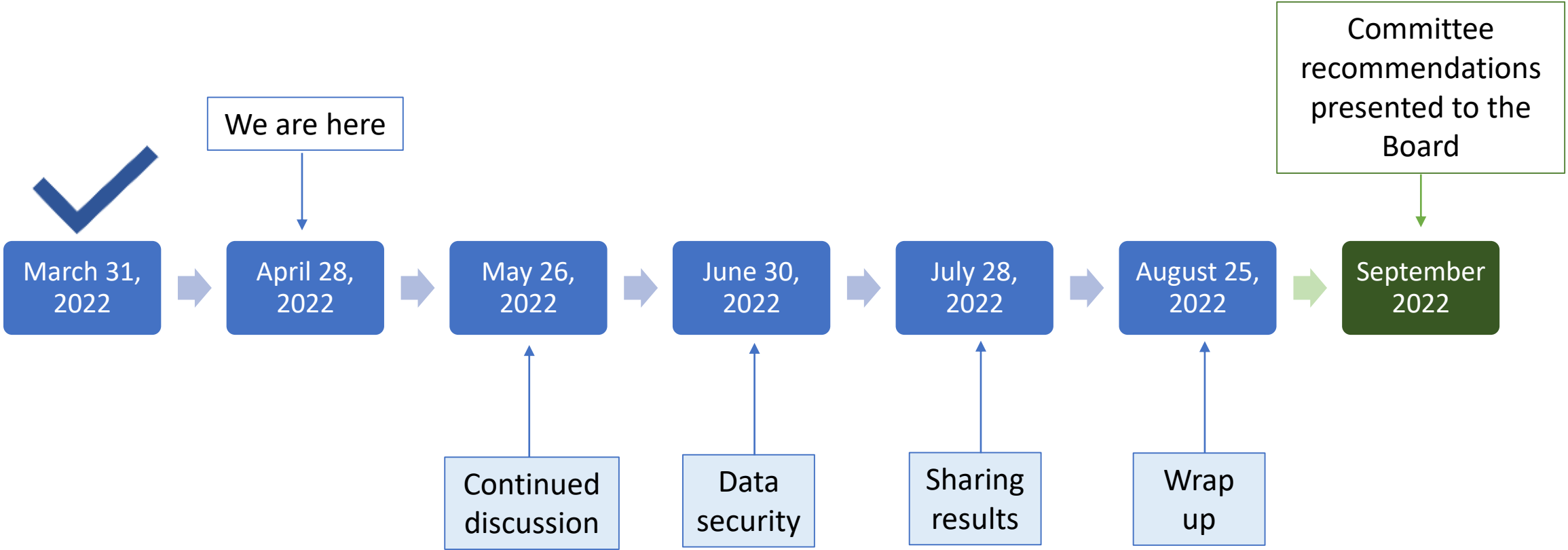
Data Sharing -

- Is it acceptable?
- For what purpose?
- Under what conditions?

What recommended language should the Trust's Data Collection and Management Policy have pertaining to Data Sharing?



What is next?



Public Comment

IN PERSON: Please complete a Comment Card from the registration table.

ZOOM: Please complete a Virtual Comment Card found here:

www.childrenstrustofalachuacounty.us/commentcard



Thank you!



Priority Goals and Indicators

Item 1.

Children are born and remain healthy.

- Low Birth Weight
- Hospitalizations for Self-Inflicted Injuries
- Bacterial STDs
- Child Food Insecurity Rate

Children have nurturing, supportive caregivers and relationships.

- Child Maltreatment Victims
- Youth Arrested
- Children in Out-of-Home Care

Children learn what they need to be successful.

- Ready for Kindergarten
- 3rd Grade Reading Proficiency
- 8th Grade Reading Proficiency
- High School Graduation Rates

Children live in a safe community.

- Social Vulnerability Index
- DCF Findings for Inadequate Supervision
- Violent Crime
- Unintentional Non-Fatal Injury Hospitalizations







File Attachments for Item:

2. Pathway to Improve Child Outcomes

Our Pathway to Improve Child Outcomes

Fiscal Year 2022, Data submitted thru February 2022

Children's Trust of Alachua County

Participants Served -> Program	Strategy	Goal
211 pregnant women -> Family Partner	▶ Support Maternal & Child Health	▶ Children are born healthy & remain healthy. 
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	▶ Support Injury Prevention	▶ Children live in a safe community. 
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File Attachments for Item:

3. CTAC Goals and Indicators



CHILDREN'S TRUST
OF ALACHUA COUNTY

GOALS AND INDICATORS

Item 3.

	Alachua County Previous Value (Yr.)	Alachua County Most Recent Value (Yr.)	Change Between Years	State of Florida Most Recent Value
ALL CHILDREN ARE BORN HEALTHY AND REMAIN HEALTHY				
Low Birth Weight <i>Live Births Under 2500 Grams</i>	10.3% (2020) 18.0% of black births	10.4% (2021) 20.2% of black births	↗	9.0% (2021) 14.4% of black births
Hospitalizations for Self-Inflicted Injuries <i>Ages 12-18</i>	149 (2019) rate per 100,000	142 (2020) rate per 100,000	↘	71 (2020) rate per 100,000
Bacterial STDs <i>Ages 14-19</i>	3,569 (2019) rate per 100,000 (6,334 for black teens)	3,520 (2020) rate per 100,000 (7,362 for black teens)	↘	2,416 (2020) rate per 100,000 (3,852 for black teens)
Child Food Insecurity Rate	19.9% (2020)	18.5% (2021)	↘	19.1% (2021)
ALL CHILDREN LEARN WHAT THEY NEED TO BE SUCCESSFUL				
Children are Ready for Kindergarten <i>Florida Kindergarten Readiness Screener (FLKRS)</i>	58.4% (2020) 44.2% of black students	54.8% (2021) 35.4% of black students	↘	50.0% (2021) 39.5% of black students
3rd Grade Reading Proficiency <i>Florida Standards Assessment (FSA) English Language Arts</i>	56.6% (2019) 31.8% of black students	52.5% (2021) 29.4% of black students	↘	54.4% (2021) 36.7% of black students
8th Grade Reading Proficiency <i>Florida Standards Assessment (FSA) English Language Arts</i>	60.7% (2019) 31.2% of black students	57.8% (2021) 31.9% of black students	↘	52.4% (2021) 36.0% of black students
High School Graduation Rates	90.4% (2020) 84.1% for black youth	86.6% (2021) 82.5% for black youth	↘	90.1% (2021) 87.1% for black youth
ALL CHILDREN HAVE NURTURING, SUPPORTIVE CAREGIVERS AND RELATIONSHIPS				
Child Maltreatment Victims	3,666 (2020) 48.4% black children	3,535 (2021) 46.6% black children	↘	856,642 (2021) 30.7% black children
Youth Arrested	383 (2020) 301 (79%) black youth	311 (2021) 246 (79%) black youth	↘	19,086 (2021) 8,792 (46%) black youth
Children in Out-of-Home Care <i>Ages 0-17</i>	278 (2020) 47.1% black children	292 (2021) 57.2% black children	↗	22,488 (2020) 28.7% black children
ALL CHILDREN LIVE IN A SAFE COMMUNITY				
Social Vulnerability Index	22nd percentile in overall vulnerability (2016)	24th percentile in overall vulnerability (2018)	↗	<i>unavailable</i>
Child Maltreatment Findings for Inadequate Supervision	425 (2019)	390 (2020)	↘	27,661 (2020)
Violent Crimes	662 (2019) rate per 100,000	749 (2020) rate per 100,000	↗	383 (2020) rate per 100,000
Hospitalizations for Unintentional Non-Fatal Injuries <i>Ages 0-14</i>	125 (2019)	122 (2020)	↘	4,790 (2020)

File Attachments for Item:

4. Data Technical Advisory Committee Charge

Children's Trust of Alachua County Data Technical Advisory Committee Charge

March 2022

Background

The Board at its December 2021 meeting determined the need for a technical advisory committee to make recommendations about the data needs and collection strategies for the Trust. As a result, staff sought applications for membership in the committee to obtain expertise and recommendations. Subsequently, at its February 2022 Retreat, the Board identified the kinds of information that the Trust needs to have to document its effectiveness and community impact. With assistance from the retreat facilitator, the information was categorized as follows:

Outcomes-related:

- **Educational metrics** (i.e., kindergarten readiness, reading proficiency, parental involvement, high school graduation, transition to career and postsecondary achievements)
- **Health metrics** (i.e., RN visits, dental screenings & services)
- **Well-being and Safety** (i.e., DCF hotline calls, verified maltreatment investigations, DCF removals, Baker Acted children, juvenile justice involvement)
- **Impacts, improvements, and results** based on service receipt
- **Increase access** to services

Outputs-related:

- **Knowledge of our reach** (i.e., how many children are served, with what service)
- **Who are we reaching?** (i.e., demographics, age, race, sex, zip codes/census tracts, income levels, geographic locations)
- **Are services effective?** (i.e., participant perception on service, retention, how much services are received, progress)
- **How are funds being spent?** (i.e., investment per child/family, by category, institution, type of service)

CTAC Process-related:

- Measure of **community engagement** and **trust** in CTAC
- **Evidence of collaboration** with the other partners that support our mission (school board, faith-based, chamber)
- **Stories from across the community;** live testimonials from community members as to how they were impacted (videos, Instagram)

Committee Charge

Using these information categories, the Committee will make recommendations to the CTAC staff and Board as to the following:

1. The data collection processes and specific data elements that CTAC will need to require to meet the information needs of the Trust contracts (which may differ based on the contract objectives).
2. The data management infrastructure the Trust will need to collect and hold information in compliance with any confidentiality or privacy standards that apply.
3. The type(s) of analytics tools, dissemination procedures, and quality improvement processes the Trust should have in order to make effective use of the data.

Ms. Bonnie Wagner, CTAC's Research, Planning and Evaluation Coordinator, serves as staff to the Committee. Membership on the committee is capped at nine (9) and includes two (2) Board members. Membership is limited to ensure quorum and continuity, but membership will be broad and public comment is accepted. In addition to the members' expertise, the Committee may invite presentations from others involved with the CTAC or who have particular expertise to share. Committee members will meet for six (6) regularly noticed meetings.

Members:

Lee Pinkoson, CTAC Board Representative
 Shane Andrew, CTAC Board Representative
 Taylor Gilfillan, Director of Analytics, Evaluation, & Accountability, SBAC
 Fred Posner, Director, The Palner Group
 Shirley Watts, Director Community Praise Center, dba Heavenly Kids Academy
 Lauren Levitt, Parenting Program Coordinator, Project Youth Build
 Anne Koterba, Realtor, Bosshardt Realty, Board Chair, Aces in Motion
 Janet Bente Romero, Regional Planner, Florida Department of Children & Families
 Michael Bowie, Director, Community Engagement & Diversity Outreach, K-12

The Committee is expected to report on its recommendations by **September 30, 2022**.

File Attachments for Item:

5. SBAC Data Sharing Agreement Template

**SCHOOL BOARD OF ALACHUA COUNTY
MASTER DATA SHARING AGREEMENT
WITH
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

This Master Data Sharing Agreement (the “AGREEMENT”) is made between **The University of Florida Board of Trustees**, a public body corporate of the State of Florida, with offices located at UF Research | Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611 (“UNIVERSITY”) and **The School Board of Alachua County**, Florida (“SCHOOL BOARD”), with administrative offices 620 E University Ave, Gainesville, FL 32606. The SCHOOL BOARD and UNIVERSITY are collectively referred to as the “PARTIES.”

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Authorized Personnel” shall include employees of the PARTIES who are required to access the pertinent student information as defined in “Data” below, inclusive of both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to who the PARTIES may outsource any of its services and functions. All “Authorized Personnel” must be under the direct control of the PARTIES with respect to the use and maintenance of the student information disclosed hereunder.
- B. “Project” is (i) the purpose as outlined in Appendix A, or (ii) for quality improvement (QI) projects, the purpose described in a document outlining the objectives of the QI project (the IRB protocol or QI document is referenced hereinafter as a “Protocol”), upon approval of such Protocol by both the UNIVERSITY IRB and SCHOOL BOARD.
- C. “Data” shall include but is not limited to, the data parameters set forth in Appendix B, as well as data pertaining to SCHOOL BOARD students in the possession of SCHOOL BOARD, which will be accessed by or transferred to UNIVERSITY according to the data parameters set forth in a mutually approved Protocol;
- D. All Data accessed or used by the UNIVERSITY shall at all times be treated as confidential by UNIVERSITY and shall not be copied, used or disclosed by UNIVERSITY for any purpose not related to conducting the Project outlined in the relevant Protocol. As outlined in more detail below, UNIVERSITY recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and UNIVERSITY agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION.

- A. For UNIVERSITY to conduct the Project described in a Protocol, it may become necessary for the SCHOOL BOARD to share certain Data related to the SCHOOL BOARD’s students, employees, business practices, and/or intellectual property.
- B. The PARTIES acknowledge that the SCHOOL BOARD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) (“FERPA”), which federal 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. The PARTIES agree the Data is being provided to UNIVERSITY as part of the Protocol being conducted by UNIVERSITY. UNIVERSITY agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. UNIVERSITY is also subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- C. UNIVERSITY agrees to use said Data solely for the purposes of implementing the Project outlined in the relevant Protocol.
- D. At the conclusion of this Agreement and if and when the Data is no longer needed or to be retained regarding the Project, UNIVERSITY agrees, at its expense, to promptly destroy or transfer to the SCHOOL BOARD all identifiable Data that UNIVERSITY may have in its possession. UNIVERSITY will confirm in writing to the SCHOOL BOARD when such action has been completed. This requirement will not apply to deidentified data, which may be used by UNIVERSITY in publishing research results, or for other purposes consistent with applicable law.

3. DATA SHARING.

- A. Any Data transmitted to the UNIVERSITY pursuant to this Agreement is and will continue to be the property of and under the control of the SCHOOL BOARD. The UNIVERSITY further acknowledges and agrees that all copies of such Data transmitted to the UNIVERSITY, including modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data. The PARTIES agree that as between them all rights, including all intellectual property rights in and to the Data provided by SCHOOL BOARD as contemplated per the Agreement shall remain the exclusive property of the SCHOOL BOARD. Data collected or created by UNIVERSITY and not provided by SCHOOL BOARD will be property of UNIVERSITY. UNIVERSITY agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service under this Agreement. However, the PARTIES acknowledge that UNIVERSITY may utilize the Data in a research project, de-identify the Data, and incorporate the de-identified data into UNIVERSITY'S research results, which may be published and/or made public.
- B. UNIVERSITY will use and retain Data only for purposes outlined in the relevant Protocol that is in effect and shall not share identifiable Data with any additional PARTIES without prior written consent of the SCHOOL BOARD.
- C. Should UNIVERSITY receive a court order or lawfully issued subpoena seeking the release of such Data or information, UNIVERSITY shall promptly provide notification in writing to the SCHOOL BOARD of its receipt of such court order or lawfully issued subpoena and shall immediately provide the SCHOOL BOARD with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.

4. SECURITY CONTROLS AND DATA BREACH PROTOCOLS.

- A. UNIVERSITY shall store and process Data in accordance with applicable regulations and shall take all steps necessary to safeguard the confidentiality of the data received.

- B. UNIVERSITY shall only provide access to Data to Authorized Personnel that are performing the Project.
- C. PARTIES agree to maintain security protocols that meet applicable regulations in the transfer or transmission of any Data, including ensuring that data may only be viewed or accessed by Authorized Personnel. UNIVERSITY shall maintain all Data obtained or generated pursuant to the approved Project in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to the Agreement.
- D. UNIVERSITY shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach including the State of Florida Database Breach Notification process.
- E. When UNIVERSITY becomes aware of a disclosure or security breach concerning any Data, UNIVERSITY shall promptly notify the SCHOOL BOARD and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.
- F. The PARTIES agree any material breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the SCHOOL BOARD's discretion, result in the SCHOOL BOARD immediately terminating this Agreement.
- G. UNIVERSITY shall be responsible to the extent provided by law for the actions and omissions of its respective officers, employees, and agents. This obligation shall survive termination of this Agreement. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

5. PUBLIC RECORDS.

- A. UNIVERSITY understands the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.
- B. The UNIVERSITY will comply with Florida's Public Records Law. Specifically, UNIVERSITY agrees that it will:
- Keep and maintain public records that ordinarily and necessarily would be required by the SCHOOL BOARD to perform the services performed by UNIVERSITY under contract;
 - Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the SCHOOL BOARD;
 - Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the UNIVERSITY does not transfer the records to the public agency;

C. IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS AT: SCHOOL BOARD OF ALACHUA COUNTY, STAFF ATTORNEYS OFFICE AT (352) 955-7461 OR PUBLICRECORDS@GM.SBAC.EDU OR IN PERSON AT 620 E. UNIVERSITY AVENUE, GAINESVILLE, FLORIDA 32601.

6. LIABILITY.

A. Subject to the limitations set forth in Florida Statute section 768.28, UNIVERSITY shall be responsible for all claims, losses, suits or liability, including court-ordered attorneys' fees for damages or costs resulting from the acts or omissions of UNIVERSITY, while performing under this Agreement. Nothing herein shall be construed as a waiver by the SCHOOL BOARD or UNIVERSITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

7. JESSICA LUNSFORD ACT.

A. The State of Florida's Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to the school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. PROVIDER shall require that all individuals in PROVIDER's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the PROVIDER. If the Scope of Work stated in Section two (2) of this Agreement requires background screening, PROVIDER shall not provide any services until SCHOOL BOARD provides PROVIDER with notice of clearance and issues official SCHOOL BOARD badges. All PROVIDER's employees must register as a visitor before entering SCHOOL BOARD property and properly display their SCHOOL BOARD badges. Consistent with the indemnification language in this Agreement, PROVIDER reaffirms that it will be responsible to the extent provided by law to SCHOOL BOARD, for physical injury, death, or property damage resulting from the PROVIDER's failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2021).

8. TERM & TERMINATION

A. This Agreement is effective on the date last signed by the PARTIES and will terminate at the end of the business day on _____, unless terminated early.

B. If either of the PARTIES terminates the Agreement, or if UNIVERSITY ceases to perform Projects that require access to Data, UNIVERSITY shall return to the SCHOOL BOARD all identifiable Data delivered to it during the course of the Agreement. Further, UNIVERSITY shall certify to the SCHOOL BOARD in writing within five (5) business days upon return that all copies of the Data stored in any manner by UNIVERSITY have been returned to the SCHOOL BOARD and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any dispute arising hereunder shall be Alachua County, Florida.

**UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**

**THE SCHOOL BOARD OF
ALACHUA COUNTY, FLORIDA**

By: _____
Signature

By: _____

Name Typed Title

Superintendent

Date: _____

Date: _____

APPENDIX A

IRB, Program Outline, or other document outlining the objectives of the request.

- Attached: IRB Protocol
 Scope of Work
 Other Document _____

APPENDIX B

Summary of Data to be Exchanged

File Attachments for Item:

6. SBAC Memorandum of Understanding Template

**MEMORANDUM OF UNDERSTANDING
FOR
RESEARCH COLLABORATION
WITH
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA
Agreement Number: _____**

This Memorandum of Understanding (the “Memorandum”), dated as of the date of the last signature below (the “Effective Date”), made by and between **The University of Florida Board of Trustees** (“UNIVERSITY”), a public body corporate of the State of Florida, with offices located at UF Research | Division of Sponsored Programs, 207 Grinter Hall, Gainesville, Florida, 32611, and **The School Board of Alachua County, Florida** (“SCHOOL BOARD”), with administrative offices at 620 East University Avenue, Gainesville, FL 32601 collectively referred to herein as the “Parties”.

WHEREAS, this MOU entered into between UNIVERSITY and SCHOOL BOARD outlines the parameters under which _____ may gain access to SCHOOL BOARD property to effectuate her research _____ (identified by UF Number _____);

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RESEARCH

- 1.1 Research Efforts. UNIVERSITY desires to perform the research that is described in Appendix A (the “Project”). To facilitate the Project, UNIVERSITY desires to gain access to SCHOOL BOARD property.
- 1.2 Period of Performance. The period of performance for the Project began on 07/01/2021 and ends on 07/31/2022. University Principal Technical Investigator wishes to gain access to SCHOOL BOARD property beginning on the Effective Date through 07/31/2022.
- 1.3 University Principal Technical Investigator. _____ of UNIVERSITY’S _____ is responsible for performance of the Project on behalf of UNIVERSITY.
- 1.4 School Board’s Representative. Taylor Gilfillan, who is SCHOOL BOARD’S Director of Data Analytics, Accountability, and Evaluation is responsible for performance of the Project on behalf of SCHOOL BOARD.

ARTICLE 2 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY

MATERIALS

- 2.1 Publications. UNIVERSITY reserves the right to make or allow to be made scholarly disclosures of the findings associated with the Scope of Work described in Appendix A, including but not limited to, publication in scholarly journals, presentations at academic and other conferences, disclosures to University and non-University scholars, disclosures in grant and funding applications, and disclosures to the Florida Department of Education to effectuate the Project.

If UNIVERSITY AND SCHOOL BOARD have entered into a separate Data Sharing Agreement, the PARTIES acknowledge that UNIVERSITY may utilize the Data subject to that Data Sharing Agreement in a research project (to include not limited to the Project described herein), de-identify the Data, and incorporate the de-identified data into UNIVERSITY'S research results, which may be published and/or made public.

The Parties have/will simultaneously enter into a Data Sharing Agreement associated with the Project, as identified by Agreement Number:_____

A data sharing agreement is not required by SCHOOL BOARD to complete the Project.

- 2.2 Confidential Information.

(a) Definition "Confidential Information" means any confidential or proprietary information furnished by one Party to the other in connection with the Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure. The Parties acknowledge that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations. If a separate Data Sharing Agreement is indicated in Article 2.1, the terms of that Agreement will control with regards to Data as defined under that agreement.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Project. Either Party may refuse to accept any Confidential Information offered by the other.

(c) Exceptions. The obligations of Article 2.2(b) do not apply to information that the receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third Party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law (including but not limited to Section 119 Florida Statutes), regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this MOU or at the request of the disclosing Party, the receiving Party shall

return all originals, copies, and summaries of Confidential Information in its possession or control, except that legal counsel of the receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this MOU. If a separate Data Sharing Agreement is indicated in Article 2.1, the terms of that Agreement will control with regards to Data as defined under that agreement.

ARTICLE 3 -- PROJECT INTELLECTUAL PROPERTY

3.1 Definitions.

“Intellectual Property” means discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of the Project.

3.2 Background Intellectual Property. Neither Party transfers to the other Party by operation of this MOU any patent right, copyright, or other tangible or intangible proprietary right existing as of the Effective Date or developed outside the scope of this MOU and nothing in this MOU shall be construed by implication, estoppel or otherwise anything to the contrary, including as a license thereunder.

3.3 Ownership. Each Party owns their respective Intellectual Property that is conceived or made solely by their employees. UNIVERSITY and SCHOOL BOARD will jointly own Intellectual Property that is conceived or made by employees of UNIVERSITY and SCHOOL BOARD jointly, although none is anticipated for this Project. If SCHOOL BOARD provides UNIVERSITY with data under a Data Sharing Agreement as indicated in Article 2.1, UNIVERSITY shall retain ownership in any derivate Intellectual Property created or derived from said data.

3.4 Copyrightable Works. UNIVERSITY or its employees own any copyrighted or copyrightable works that are created by UNIVERSITY employees in the performance of this MOU.

ARTICLE 4 - PUBLICITY

4.1 Neither Party shall use the other’s name, crest, logo, trademark or registered image without the express written permission of that Party. In the case of UNIVERSITY, consent must be provided by its Office of Strategic Communications and Marketing (news@ufl.edu). Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the Project, including in order to comply with (i) governmental disclosure obligations or (ii) reporting policies.

ARTICLE 5 – WARRANTY DISCLAIMER; LIABILITY

5.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS MOU, INCLUDING, THE

PERFORMANCE OR RESULTS OF THE MOU; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE MOU; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS MOU. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

- 5.2 Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this MOU and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Notwithstanding anything herein to the contrary, nothing in this MOU constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

ARTICLE 6 – JESSICA LUNSFORD ACT

- 6.1 The State of Florida’s Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to the school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. UNIVERSITY shall require that all individuals in University’s organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the University. If the Scope of Work stated in Section two (2) of this Agreement requires background screening, UNIVERSITY shall not provide any services until UNIVERSITY provides University with notice of clearance and issues official SCHOOL BOARD badges. All UNIVERSITY employees must register as a visitor before entering SCHOOL BOARD property and properly display their SCHOOL BOARD badges.

ARTICLE 7 - TERMINATION

- 7.1 Termination. Either Party may terminate this MOU upon sixty (60) days’ prior written notice to the other.
- 7.2 Termination for Breach. If either Party commits a material breach of this MOU and fails to remedy that breach within thirty (30) days after receipt of written notice from the other Party, the Party giving notice may terminate this MOU by written notice to the other Party, effective upon receipt.
- 7.3 Surviving Terms. Expiration or termination of this MOU by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

ARTICLE 8 - NOTICES

The Parties shall provide notices for this MOU in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to SCHOOL BOARD:

Administrative:

Taylor Gilfillan
 Director of Data Analytics, Accountability
 & Evaluation
 School Board of Alachua County
 620 E. University Avenue
 Gainesville, FL 32601
 352-955-7300
 gilfillantw@gm.sbac.edu

Technical Matters:

Same as Above

If to University:

Administrative:

Division of Sponsored Programs
 University of Florida
 207 Grinter Hall
 Gainesville, FL 32611
 (352) 352-392-9267
 ufawards@ufl.edu

Technical Matters:

INSERT

ARTICLE 9 -- MISCELLANEOUS

- 9.1 **Independent Contractor.** UNIVERSITY and SCHOOL BOARD are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 9.2 **Insurance.** Each Party has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. Neither Party has any liability insurance policy that can extend protection to any other person. UNIVERSITY, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by UNIVERSITY, and will provide its Certificate of Insurance upon request.
- 9.3 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any dispute arising hereunder shall be Alachua County, Florida.
- 9.4 **Assignment.** Neither Party may assign this MOU voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This MOU is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

- 9.5 MOU Modification. The Parties may only modify this MOU by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. Any change of the scope of activity under this MOU or additional scope will be documented and approved by the Parties through a modification to this MOU.
- 9.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, pandemic, epidemic, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this MOU with reasonable dispatch after the causes are removed.
- 9.7 Export Controls. The Parties shall comply with United States export control laws and regulations. The exchange of Export Controlled information is not anticipated under this MOU. However, should SCHOOL BOARD determine that they must disclose export controlled information, SCHOOL BOARD shall notify UNIVERSITY before providing UNIVERSITY with any export controlled information or materials.
- 9.8 Protection of Human Subjects. The Parties will ensure that all proper review and approvals have been obtained in accordance with Federal Law relative to the protection of human subjects including human data protections. Each Party is solely liable for compliance with these Federal requirements.
- 9.9 Dispute Resolution. The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this MOU by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this MOU that the Parties cannot resolve by mutual agreement, the Parties must submit to formal mediation in Gainesville, Florida, or other mutually agreed upon dispute resolution options, failing which either Party may pursue any remedies legally available.
- 9.10 Severability. If any provision of this MOU is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this MOU, and the Parties shall negotiate in good faith to modify the MOU to preserve (to the extent possible) their original intent.
- 9.11 Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 9.12 Counterparts. The Parties may execute this MOU in one or more counterparts, each of which is an original, and all of which together are the same instrument.
- 9.13 Other Funded Research. Funded research, if any, between the Parties shall be handled under a separate research agreement not this MOU.
- 9.14 Third Parties. All third party participate is subject to the terms of this MOU. Each Party will ensure that they have signed agreements with all third parties documenting this

understanding. Notification and approval of third party participation to and by the other Party is required.

9.15 Headings. Headings are for convenience and do not affect the meaning of any provision of this MOU.

THE PARTIES have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

SCHOOL BOARD OF ALACHUA
COUNTY, FLORIDA

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

Signature by: _____

Name:

Title:

Date:

Signature by: _____

Name: Elizabeth Keeter

Title: Assistant Director, UF Research |
Division of Sponsored Programs

Date:

I acknowledge and agree to the terms of the MOU.

Signature by: _____

Name:

APPENDIX A
SCOPE OF COLLABORATION

Item 6.