

**AGREEMENT
By and Between**

**THE EARLY LEARNING COALITION OF PINELLAS COUNTY, INC.
And
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

Contract for Data Deliverables

This agreement is made this first day of February 2016, by and between the Early Learning Coalition of Pinellas County (“ELC”) and the School Board of Pinellas County, Florida (“PCSB”), hereinafter sometimes referred to jointly as “Parties”. For and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ELC and PCSB represent and agree to the terms and deliverables in this Agreement.

I. PURPOSE

ELC and PCSB enter into this mutual Agreement, including all attachments referred to herein, for the period commencing February 1, 2016 (“Effective Date”) to January 31, 2017.

II. DELIVERABLES

ELC agrees to execute the deliverables provided in accordance with this agreement below.

A. Extract Individual-Level Student Data for PCSB Processing:

Individual level student information containing agreed upon variables and format will be extracted from databases maintained by ELC, and prepared for delivery to the secured FTP site hosted by PCSB. The timing and scope of these deliveries will be at least quarterly and as often as monthly.

PCSB agrees to execute the deliverables provided in accordance with this agreement below.

B. Process Individual-Level Student Data to Issue PCSB Student IDs for use by both ELC and PCSB:

The PCSB Assessment, Accountability, and Research Department will collaborate with the PCSB Technology Information Systems (TIS) Department to match the individual-level student data to existing student IDs and issue a new PCSB student ID to children in the ELC database that do not already have an ID. All students with new or existing PCSB student ID’s will be assigned to the Pre-Registered school in the FOCUS Student Information System if not already assigned to a school. PCSB will then provide a list of all students with their ID number to the ELC.

C. Communication:

The ELC Chief Executive Officer shall maintain ongoing contact with the Executive Director of PCSB Assessment, Accountability and Research, as needed, to plan and implement all deliverables described in this Agreement.

E. Other Deliverables/Use of Data:

Other requested deliverables not included in this Agreement shall be mutually agreed upon by ELC and PCSB Assessment, Accountability and Research, with consideration of the department's work plan, and the labor and time requirements of the request. Both parties reserve the right to decline such requests. PCSB is authorized to use the ELC data to estimate future kindergarten enrollment and market kindergarten registration for PCSB schools and programs to families in the ELC database.

III. CONFIDENTIAL INFORMATION

Pursuant to the terms of this Agreement, ELC will receive from PCSB records that may be exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. ELC acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any other party without the prior written consent of PCSB. ELC shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by PCSB in writing. Upon termination of the Agreement, ELC shall, at the election of PCSB, either destroy or return to PCSB, all such information in its possession, if any, and confirm the same in writing to PCSB. Notwithstanding any provision to the contrary contained in this Agreement, ELC shall indemnify and hold PCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending PCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon PCSB, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon PCSB arising out of the breach of this covenant by ELC. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon ELC until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IV. FUNDS

There is no cost associated with this agreement and no funds will be paid by either party to the other party.

V. TERMINATION

- A. This Agreement may be terminated by either party for any reason upon no less than thirty (30) days' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- B. In addition, this Agreement may be terminated by either party for any breach by the other of the terms of this Agreement, including all attachments, upon no less than ten (10) days written notice, unless such breach is cured within said ten (10) day period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The terminating party may, at its discretion, waive any breach by the other in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.

- C. The above provision shall not limit the right of either party to remedies at law or equity including damages.

Date

Date

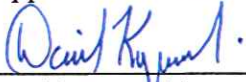
Lindsay Carson
Chief Executive Officer
Early Learning Coalition of Pinellas County, Inc.

Peggy L. O'Shea, Chairperson
School Board of Pinellas County, Florida

Attest:

Dr. Michael A. Grego
Superintendent

Approved as to form:



David Koperski
School Board Attorney