

MEMORANDUM OF AGREEMENT  
FOR COLLABORATION WITH  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND  
HERNANDO COUNTY SCHOOL DISTRICT

This Memorandum of Agreement (“MOA”) dated as of the date of the last signature below (the "Effective Date"), made by and between The University of Florida Board of Trustees for the benefit of Lastinger Center for Learning ("UNIVERSITY"), a public body corporate of the State of Florida, with offices located at Norman Hall Addition, 618 SW 12th St Suite 0711, Gainesville, FL 32601, and Hernando County School District ("DISTRICT"), located at 919 N Broad St, Brooksville, FL 34601, collectively referred herein as the “Parties”. UNIVERSITY has contracted with selected Tutoring Service Providers referred to herein as (“SERVICE PROVIDER”).

WHEREAS, this MOA entered into between UNIVERSITY and DISTRICT outlines the parameters under which UNIVERSITY will provide access to Florida Tutoring Advantage services and will cooperate for appropriate and secure access to DISTRICT data as described in the GADRRS DSA (Guidance and Agreement for Data harmony, Responsibility, Retention, and Sharing) to be provided by University and signed by District and the University;

WHEREAS, the Parties have set forth certain relevant definitions in the attached **Exhibit “A”**.

WHEREAS, UNIVERSITY has agreed to provide DISTRICT with certain educational or research-oriented services (“Services”) as more fully described on the attached **Exhibit “B”**.

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 DISTRICT hereby agree as follows:

## ARTICLE 1 - COLLABORATION

- 1.1 Collaboration Efforts. UNIVERSITY desires to facilitate tutoring services to DISTRICT students as mandated by Florida Statute, section 1008.366 and that is further described in Exhibit B (“Services”). To facilitate the Project, UNIVERSITY and DISTRICT will cooperate for the appropriate and secure access to DISTRICT data, as necessary.
- 1.2 Period of Performance. The period of performance for the Project begins immediately upon the signing of all parties to the agreement, and shall remain in effect for three years, and no later than August 31, 2028. October 1, 2025.and shall remain in effect until August 31, 2028. (**Not to exceed three years**).

- 1.3 University Representative. Dr. Shaunté Duggins of UNIVERSITY'S College of Education is responsible for the performance of the Project on behalf of UNIVERSITY.
- 1.4 DISTRICT Representative. Dr. John Morris is responsible for the performance of the Project on behalf of DISTRICT.
- 1.5 Tutoring Service Provider. SERVICE PROVIDER has been selected by UNIVERSITY to receive services as outlined below

Provider	Service Area	Service Limit
As determined by UNIVERSITY based on availability and funding	<input type="checkbox"/> Option 1: Partner Provided In-Person Tutoring: Reading and/or Math K-5 <input type="checkbox"/> Option 2: Partner Provided Virtual Tutoring: Reading and/or Math K-5 <input type="checkbox"/> Option 3: Partner Provided Automated Software: Reading and/or Math K-5 <input type="checkbox"/> Option 4: District Provided In-Person Tutoring Support	As determined by UNIVERSITY based on availability and funding
Khan Academy	<input checked="" type="checkbox"/> Option 5: Artificial Intelligence (AI) Enhanced Supports with Khanmigo, 6-12	To be determined based on collaboration with Khan Academy and within limits of available funding

## ARTICLE 2 - PUBLICATIONS; CONFIDENTIAL INFORMATION

- 2.1 Publications. UNIVERSITY reserves the right to make or allow to be made scholarly disclosures of the findings associated with the Services described in Exhibit B, including but not limited to, publication in scholarly journals, presentations at academic and other conferences, and disclosures to University and non-University scholars; provided that no personally identifiable student educational information is published.
- 2.2 Confidential Information.

(a) Definition "Confidential Information" means any and all non-public information owned or controlled by one Party ("DISTRICT") disclosed to the other ("UNIVERSITY") in connection with the Project that is specifically marked as confidential at the time of disclosure or if not able to be marked, identified as confidential and 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 student information is protected against disclosure by

Federal and State Statutes and Regulations, and all such information is automatically designated "confidential" without need for written designation

(b) Obligations. The UNIVERSITY shall use the Confidential Information solely for the performance of the Project and may disclose Confidential Information only to its directors, officers, employees, and agents who need to know the Confidential Information for the performance of the Project. Either Party may refuse to accept any Confidential Information offered by the other Party.

(c) Exceptions. The obligations of Article 2.2(b) do not apply to information that the UNIVERSITY 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 DISTRICT; (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 UNIVERSITY uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

### ARTICLE 3 – PUBLIC RECORDS ACT

3.1. Public Records Act. The Parties agree and understand that each party is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, this Agreement and all associated materials and information may be considered a "public record" subject to disclosure unless otherwise exempt. Each Party reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of this Agreement. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties agree that each is subject to Florida Law regarding public access to records under Chapter 119, Florida Statutes. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the term of this Agreement and any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent either Party provides the other any information which it believes is confidential or exempt, the disclosing Party shall notify receiving Party of the specific information that it believes is confidential, as well as the basis for the exemption. The Parties agree to maintain the other Party's records subject to section 119.0701, Florida Statutes. If and to the extent that either Party has access to any other confidential information regarding the other Party (such as security information as contemplated by section 119.071(c), Florida Statutes), the Parties agree to use reasonable measures to maintain the confidentiality of such information.

3.2 To the extent either Party maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to the Party terminating the Agreement. UNIVERSITY must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this Agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that 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 Agreement if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If UNIVERSITY transfers all public records to the School Board upon completion of the Agreement, UNIVERSITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNIVERSITY keeps and maintains public records upon completion of the Agreement, UNIVERSITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [ELLERMAN\\_A@HCSB.K12.FL.US](mailto:ELLERMAN_A@HCSB.K12.FL.US) OR (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of UNIVERSITY to abide by the terms of these public records provisions shall be deemed a material breach of this Agreement and the

School Board may enforce the terms of this provision in the form of a court proceeding. This provision shall survive any termination or expiration of the Agreement.

- 3.3. The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, the Parties shall employ commercial best practices for ensuring the security of all data shared pursuant to this Agreement including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of each Parties performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Parties agree to notify the other Party immediately, but no later than ten days following a determination of a breach of data security. Additionally, each Party shall fully cooperate, at its own expense, with any statutory notification requirements of the other Party. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that they are local governmental entities subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records, notice shall be provided to the other Party who may then, at its discretion, respond to the request. Should UNIVERSITY require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with School District.

#### 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 AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF THE AGREEMENT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE AGREEMENT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. 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 Agreement 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 Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity pursuant to § 768.28, Florida Statutes.

of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

## ARTICLE 6 - TERMINATION

- 6.1 Termination. Either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other.
- 6.2 Termination for Breach. If either Party commits a material breach of this Agreement 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 Agreement by written notice to the other Party, effective upon receipt.
- 6.3 Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

## ARTICLE 7 - NOTICES

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

If to DISTRICT:

**Administrative:**

Ray Pinder

Superintendent

pinder\_r@hcsb.k12.fl.us

Hernando County School

District

919 N. Broad Street,

Brooksville, FL 34601

352-797-7001

With copies to:

John Morris, Ed. D.

Director of Secondary

Curriculum

morris\_j@hcsb.k12.fl.us

Hernando County School

District

919 N. Broad Street,

Brooksville, FL 34601

352-797-7000

If to UNIVERSITY:

**Administrative:**

Dr. Shaunté Duggins

Director of State Initiatives

UF Lastinger Center for Learning

PO Box 117052

Gainesville, FL 32611

352-273-3654

shaunte@coe.ufl.edu

**Technical Matters:**

Joe Amato, Director of

Technology & Information

Services

919 N. Broad Street,

Brooksville, FL 34601

352-797-7004

**Technical Matters:**

Dr. Joesph Glover

Provost and Senior Vice President for

Academic Affairs

UF Lastinger Center for Learning

PO Box 117052

Gainesville, FL 32611

## ARTICLE 8 - MISCELLANEOUS

- 8.1 Independent Contractor. UNIVERSITY and DISTRICT 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.
- 8.2 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.
- 8.3. Suspension, Debarment. Each party confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the Parties execute this agreement. If it is later determined that either Party knowingly rendered an erroneous certification, in addition to the other remedies

available to the other Party, the aggrieved Party may terminate the Agreement for default by the breaching Party.

- 8.4 E-Verify. Each Party warrants that it is in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. Either party may immediately terminate the Agreement upon notice to the breaching party if the aggrieved party has a good faith belief that the breaching party is knowingly in breach of this warranty.
- 8.5 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 Hernando County, Florida.
- 8.6 Assignment. Neither Party may assign this Agreement 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 Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 8.7 Agreement Modification. The Parties may only modify this Agreement 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 Agreement or additional scope will be documented and approved by the Parties through a modification to this Agreement.
- 8.8 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 Agreement with reasonable dispatch after the causes are removed.
- 8.9 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 Agreement. However, should DISTRICT determine that they must disclose export controlled information, DISTRICT shall notify UNIVERSITY before providing UNIVERSITY with any export controlled information or materials.
- 8.10 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.
- 8.11 Dispute Resolution. The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement 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 Agreement 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.

- 8.12 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
- 8.13 Entire Agreement. This Agreement 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.
- 8.14 Declaration of No Human Trafficking. Under penalty of perjury, the authorized representative signing this Agreement below warrants and declares, to the best of their knowledge and belief, that neither Party uses coercion for labor or services as defined in Section 787.06, Florida Statutes. This Agreement shall immediately terminate upon a breach of this section by either Party.
- 8.15 Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument.
- 8.16 Other Funded Research. Funded research, if any, between the Parties shall be handled under a separate research agreement not this Agreement.
- 8.17 Third Parties. All third parties participating is subject to the terms of this Agreement. 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.
- 8.18 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.

THE PARTIES have caused this Agreement to be executed by their duly authorized

representatives as of the Effective Date.

**UNIVERSITY:**

The University of Florida Board of Trustee  
for the benefit of Lastinger Center for  
Learning

**DISTRICT:**

Hernando County School District

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit “A” – Definitions**

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings.

### **“Federal Laws”**

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. 1232h (34 CFR Part 98).

### **“Privacy Measures”**

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

### **“Security Measures”**

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

### **“De-identified Data”**

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student’s name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are “identifiable.” De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, “De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1)).”

For further explanation and examples of how and why these and other terms are used, please visit <https://dataprivacyforstudents.org>

## **Exhibit “B” – Services**

The purpose of this agreement is to outline the responsibilities of the DISTRICT in relation to the selected SERVICE PROVIDER contracted by UNIVERSITY providing services and to outline the appropriate and secure access to DISTRICT data related to the Florida Tutoring Advantage established by Florida Statute 1008.366.

The following list is a comprehensive list of all services and associated requirements offered by the Florida Tutoring Advantage. Section 1.5 above dictates which Service Areas are applicable in this contract and the corresponding requirements are listed below.

### **1. Eligibility of Students We Aim to Serve**

#### **Reading & Mathematics (K-5)**

High-impact tutoring may be provided to, at a minimum, kindergarten through grade 5 students enrolled in a public school who have a substantial deficiency in reading or mathematics in accordance with F.S. [1008.25](#)

Currently, Florida Tutoring Advantage will work in collaboration with district/school leaders to prioritize students who receive Level 1 on FAST PM 2 and/or PM 3 before serving students who receive Level 2 on FAST PM 2 and/or PM 3.

#### **AI (6-12)**

6-12 students who would benefit from additional learning support (as defined in 1002.321 F.S.), as determined by the district.

### **2. Initial and Ongoing Support:**

If applicable, DISTRICT will cooperate to ensure the successful set up and installation of Khan Academy AI tools including the use of the required tutoring management service.

If applicable, DISTRICT will provide support for the set up and installation of high-impact tutoring services (in-person, virtual, and/or automated) including the use of the required tutoring management service housed on the centralized single sign-on platform (SSO). Key elements of high-impact tutoring include:

- Group size appropriate to grade-level
- Frequent sessions (minimum 3 times/week, 75-90 total minutes per week)
- Tutoring by well-trained, engaged, and consistent tutors
- Use of high-quality materials aligned with curriculum
- Sessions scheduled during the school day
- Programs are data driven and model continuous improvement

DISTRICT will collaborate, communicate, and be responsive to the Florida Tutoring Advantage team regarding implementation and ongoing operation of the tutoring program.

3. If applicable, District Assurances for Khan Academy AI tools

a) Project timeline:

DISTRICT agrees to work with UNIVERSITY in implementing the services provided by SERVICE PROVIDER. This includes allowing for scheduling, providing location, necessary data, and participation in professional learning provided by SERVICE PROVIDER.

b) Oversight for Student Use:

DISTRICT will ensure access to information to facilitate rostering access to the Khan Academy AI tools and encourage appropriate and regular engagement.

c) Provide Staff Support:

DISTRICT will assign personnel to oversee implementation, troubleshoot access issues, and liaise with SERVICE PROVIDER as needed. The assigned personnel will be relayed to the UNIVERSITY and SERVICE PROVIDER upon execution of this agreement.

d) Data Collaboration:

DISTRICT will work with SERVICE PROVIDER and UNIVERSITY to provide necessary usage and outcomes data in a timely manner, ensuring compliance with data privacy regulations.

Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. Data generated by third-party service will be received and processed by the University designated data administrator. All data will be handled in accordance with applicable privacy laws and institutional data governance policies to ensure confidentiality and responsible use.

e) Feedback and Reporting:

DISTRICT will participate in periodic check-ins with UNIVERSITY to share insights, challenges, and best practices to improve program effectiveness.

f) Training requirements:

DISTRICT will ensure that staff are available to work with SERVICE PROVIDER regularly and participate in ongoing training and continuous improvement to the system of participation for students engaged in tutoring as part of the FTA program.

4. If applicable, District Assurances for Tutoring Services and/or Automated Software

a) Project timeline:

DISTRICT agrees to work with UNIVERSITY in implementing the services provided by SERVICE PROVIDER. This includes allowing for scheduling, providing location, necessary data, and participation in professional learning provided by SERVICE PROVIDER.

b) Feedback and Reporting:

DISTRICT will participate in periodic check-ins with UNIVERSITY to share insights, challenges, and best practices to improve program effectiveness. Prior to the start of services, DISTRICT will complete and submit a project summary [[https://docs.google.com/document/d/1BOWP\\_cQsDL2hwVQa3cqCIehzx\\_xJJmHW9yQkso-JeBQ/edit?usp=sharing](https://docs.google.com/document/d/1BOWP_cQsDL2hwVQa3cqCIehzx_xJJmHW9yQkso-JeBQ/edit?usp=sharing)] that includes an overview of the scope of the program to be implemented.

c) Scheduling:

Students designated for high impact tutoring will meet with tutors during the school day and according to the standards for consistency, frequency, and duration. DISTRICT will ensure students will be scheduled appropriately according to the age of students and recommended group size.

DISTRICT agrees to work with SERVICE PROVIDER to schedule services that meet the guidelines to participate in the Florida Tutoring Advantage program. If student attendance to tutoring drops to 70% or less, DISTRICT will review causes and corrective action with SERVICE PROVIDER and UNIVERSITY in a timely manner

d) Access:

Face-to-Face: DISTRICT receiving face-to-face tutoring services agrees to provide access to a suitable space for each student to meet with their tutor and assign facilitator(s) to maintain student safety and assure ease of connecting students to tutors. The space should be free of excessive noise and traffic and provide adequate room for tutoring more than one student when necessary.

Virtual: DISTRICT will provide the facilitation needed to maintain student safety, connect students to virtual tutoring services, and provide an environment that is free of distractions and interruptions while students receive virtual tutoring. Facilitators should be trained to assist students to access virtual services quickly and efficiently, and they should have clear directions on providing feedback for continuous improvement of tutoring delivery.

Automated Learning Support Software and AI Enhance Support: DISTRICT will provide the facilitation needed to maintain student safety, connect students to automated tutoring services and provide a conducive environment free of distractions and interruptions.

e) Tutor qualifications:

SERVICE PROVIDER will ensure that tutors have expertise in the area of instruction and have the passion and ability to engage students in supported learning. Qualifications include, but may not be limited to, educational background in necessary subject matter,

ability to adapt learning materials to engage students in learning, strong knowledge of session management, and excellent communication skills.

f) Learning Materials:

DISTRICT will support SERVICE PROVIDER in providing high quality instructional materials aligned with state standards and school curriculum, when applicable. Florida Statute emphasizes the alignment of tutoring to Florida's B.E.S.T. Standards as well as best practices in mathematics and Science of Reading.

g) Training requirements:

DISTRICT will ensure that staff are available to work with SERVICE PROVIDER regularly and participate in ongoing training and continuous improvement for students engaged in tutoring as part of the Florida Tutoring Advantage program.

5. Data Sharing and Confidentiality

In addition to this MOA, DISTRICT will execute UF Lastinger Center GADRRS Data Sharing Agreement (Guidance and Agreement for Data harmony, Responsibility, Retention, Sharing) outlining the terms and conditions for sharing relevant student data with the UNIVERSITY. This agreement will specify the required timelines, formats, and compliance measures to ensure proper data exchange.

DISTRICT and UNIVERSITY will collaborate with the SERVICE PROVIDER to uphold the highest standards of confidentiality, privacy, and student data security in accordance with FERPA regulations and other applicable policies.