



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

### Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

May 6, 2014

### MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

SUBJECT: Florida Ed-Fi Collaborative, Memo of Understanding  
Contract #2014001671

The Florida Ed-Fi Collaborative has received a \$1.2 million grant from the Michael and Susan Dell Foundation to develop and share with District input, a set of data structures, and dashboards, reporting tools and data migration tools. Please reference the attached memo from John Simon, Jr., Director, Office for Technology and Information Services. The agreement was approved by the District School Board's Attorney, Ms. Nancy Alfonso, on April 24, 2012.

At this time, we respectfully request your approval to enter into the attached agreement for the 2014/2015 school year. Should you have any questions regarding this matter, please contact John Simon, Jr. or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: April 30, 2014 10:06:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

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John W. Simon, Jr., Director  
Office for Technology and Information Services  
813/794-2416 Fax: 813/794-2172  
727/774-2416 TDD: 813/794-2484  
352/524-2416 [jsimon@pasco.k12.fl.us](mailto:jsimon@pasco.k12.fl.us)

**To:** HONORABLE SCHOOL BOARD MEMBERS  
**From:** Kurt S. Browning, Superintendent  
Ray Gadd, Assistant Superintendent for Administration  
**Subject:** Florida Ed-Fi Collaborative, Memorandum of Understanding

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### Introduction

The District School Board of Pasco County has an opportunity to benefit from a non-incorporated collaborative (the Florida Ed-Fi Collaborative), initially funded by a grant from the Michael and Susan Dell Foundation.

### Description

The Florida Ed-Fi Collaborative has received a \$1.2 million grant from the Michael and Susan Dell Foundation to develop and share, with district input, a set of data structures, dashboards, reporting tools and data migration tools. The Florida Ed-Fi Collaborative will create this tool to ensure compliance with statutory requirements for teacher, parent and student access to data. Far more importantly, the DSBPC will have initial input into the design of these elements through its participation. This will ensure the tool is fashioned for optimal usage in the future. By signing the MOU, the District is committing staff to provide input and information necessary to the collaborative.

After development is complete, the collaborative will manage future development of the set of data structures, dashboards, reporting tools and data migration tools. The MOU establishes a \$35,000 professional technical agreement for membership and support.

### Recommendation

The staff respectfully requests the approval of this Memorandum of Understanding, which creates District support of the design and commits the District to \$35,000 for professional technical services in the 2014-15 school year.

## Florida Ed-Fi Collaborative - Memorandum of Understanding

This Memorandum of Understanding (MOU) is made by and among the member local education agencies (LEAs) and the North East Florida Consortium (see appendix A) of the Florida Ed-Fi Collaborative (hereinafter "Collaborative"). This is a non-incorporated Collaborative.

The parties to this MOU desire to promote data availability to administrators, teachers, students and parents as one means for continuous improvement toward achieving high performance in the LEAs by providing the ability to:

1. Collect timely student data across multiple sources into a consolidated data store.
2. Present the student data in meaningful dashboards tailored to the roles of teacher, administrator and parent.
3. Get timely data on student achievement tied to formative assessments and cross-referenced to other student data.
4. Track student performance over multiple years.
5. Promote data integration across multiple systems in order to improve the quality of the student data.

The parties recognize that the ability to make data-driven decisions regarding student achievement is critically important to promoting continuous improvement, and that such decisions are much easier and more reliable if the LEA and Consortium has quick and easy access to current and timely student performance and assessment information.

The parties recognize that such data can provide valuable information in determining the effectiveness of instructional strategies, content, and materials.

The parties recognize that having a common standard course of study, common education data standards and common state reporting requirements among the LEAs and Consortium in Florida provides an environment for significant cost savings if LEAs and/or Consortia collaborate in the development of a set of data structures, dashboards, reporting tools and data migration tools that can be shared.

The parties recognize that the Ed-Fi set of products provided by the Michael and Susan Dell Foundation provides a viable source of initial infrastructure upon which to build a shared set of data structures, dashboards, reporting tools and data migration tools.

CONTRACT REVIEWED AND APPROVED: <i>NW 4.21.14</i>
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The parties wish to collaborate among themselves and with other potentially-future interested Florida LEAs and Regional Consortia and state agencies to develop a shared set of data structures, dashboards, reporting tools and data migration tools in the most cost-effective manner possible.

The parties mutually agree:

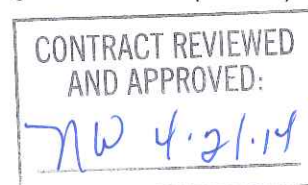
1. That they will support the Collaborative to develop and share a set of data tools.
2. That they will support making Collaborative membership available to each LEA and Consortium that wishes to join in this effort.
3. That the Collaborative will be the steering body for the ongoing development, support, and sharing of a set of data tools among all members of the Collaborative.

The LEA/Consortium will:

1. Provide representation to the Collaborative for periodic (at least annual) meetings of the full Collaborative.
2. Provide LEA input to the Collaborative to ensure that the shared data tools meet the needs of the LEA and Consortium.
3. Provide staff for periodic workshop(s) to help develop business rules, specifications and testing for the shared data tools.
4. Elect (from the member LEAs and Consortium) and support a Steering Committee for the Collaborative who will direct the business of the Collaborative.
5. Support the Collaborative financially by paying the Collaborative the following one-time membership fee and annual support fees as established by the Steering Committee according to the following schedule:

Number of Students (min/max)	Membership Fee	Annual Support Fee*
1- 10,000	\$20,000	\$15,000
10,001 - 40,000	\$30,000	\$20,000
40,001 - above	\$35,000	\$25,000

\*Notes: The amounts shown for the fee structure is projected, and may vary on a year-by-year basis depending on the decisions of the Steering Committee. Receipt of grants may result in the amount being lower than shown - the Collaborative operates as a non-profit (although it is not incorporated) and tries



to keep membership and support fees to a minimum. A decision by the Steering Committee (at the request of the member districts) to offer more services may result in the fees being higher.

The annual support fee begins in the second year of support. The support calendar year is from July 1 through June 30 and the support fee for a partial year will be prorated depending on which month the support begins.

The Collaborative will:

1. Provide the managing structure through an elected Steering Committee (made up entirely of member LEA and Consortium representatives) and a contracted management service for conducting the business of the Collaborative.
2. Provide coordination and contracted services as necessary and approved by the Steering Committee for the development and sharing of the data tools.
3. Schedule and facilitate meetings of the Collaborative and member LEAs and Consortia.
4. Conduct periodic workshops for the ongoing development of the data tools.
5. Provide to the LEA's and Consortium the necessary documentation and usage training.
6. Facilitate sharing of derivative work on the shared data tools among member LEAs.

In witness whereof, and intending to be bound, each party to this MOU has caused it to be executed below by its duly authorized representative.

District School Board of Pasco County

By: \_\_\_\_\_

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

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

The Collaborative

By: A. F. Orrell

Title: President / CIO

Date: April 18, 2014

Nicole Westmoreland 4.21.14  
Signature Date

Nicole Westmoreland, MBA, Purchasing Agent  
District School Board of Pasco County

## **Attachment A**

This Attachment A is in connection with, and applicable to, Florida Ed-Fi Collaborative, and the District School Board of Pasco County (DSBPC).

### **Confidential Information:**

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

Any party who maintains computerized data that includes District information must be in compliance with and agree with their responsibilities as outlined in Florida Statute 817.5681: Breach of security concerning confidential information in third-party possession; administrative penalties, etc., reference: ([http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mode=Display\\_Statute&Search\\_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html)).





**Agreement:**

This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. This contract may be modified only by written instrument executed by both parties. This contract is governed by the laws of Florida. Venue for this contract is Pasco County, Florida.

**District School Board of Pasco County**

**The Collaborative**

By: \_\_\_\_\_

Superintendent

By: *A. F. Orrell*

Authorized Signature

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

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

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

Name: *Rick Rozzelle*

Title: *President / CIO*

Date: *April 18, 2014*

*Nicole Westmardal*

Purchasing Agent

Date