



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

## Department of Purchasing

Michael J. Woodall, CPPO, Purchasing Agent

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

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

352/524-2221 e-mail: [mwoodall@pasco.k12.fl.us](mailto:mwoodall@pasco.k12.fl.us)

September 18, 2012

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: District School Board of Pasco County, Mindshare Consulting Group  
Inter-Agency Partnership Agreement

The Student Services Department has submitted the attached inter-agency agreement between the District School Board of Pasco County and Mindshare Consulting Group. The purpose of this agreement is to be able to share students' education records and the personal identifiable information which is protected under the Family Educational Rights and Privacy Act and s.1002.221, Florida Statutes. All procedures will maintain compliance with Federal and State laws and regulations and help ensure educational stability and success for children in the child welfare system. The agreement will become effective upon Board Approval on September 18, 2012 and shall expire on June 30, 2013. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney. There will be no cost to the District for this agreement.

At this time, we respectfully request your approval to enter into the attached inter-agency agreement. Should you have any questions regarding this matter, please contact David Chamberland, Supervisor of Student Services. If you should have any Purchasing related questions, please contact me at your earliest convenience.

MJW/mv

Attachments

Date/Time: September 12, 2012 08:03:00



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Student Services Department  
David H. Chamberlin, Supervisor  
813/794-2442 Fax: 813/794-2120  
727/774-2442 TDD: 813/794-2484  
352/524-2442

### MEMORANDUM

SS 011A 12/13

Date: September 18, 2012  
TO: Mike Woodall, Director of Purchasing  
FROM: David Chamberlin, Supervisor of Student Services  
RE: MindShare Agreement

#### Introduction

Eckerd Community Alternatives (ECA), the community-based care agency that oversees foster care and adoption services in Judicial Circuit Six, has a shared interest in the educational success of the children under their care. The sharing of educational information between the District School Board of Pasco County (DSBPC) and ECA is critical to assist with ensuring educational stability and success for children in the child welfare system.

#### Description

Mindshare is a subcontractor of the local community-based care lead agency, ECA, and provides various services that includes a mechanism to share students' education records and specific personally identifiable information in accordance with federal and state law, that results in improved educational services to students receiving foster care services.

#### Action Requested

The staff is requesting Board approval of the Interagency Agreement between the District School Board of Pasco County and MindShare Consulting Group, LLC.

#### Recommendation

The staff respectfully requesting Board approval of the Interagency Agreement between the District School Board of Pasco County and MindShare Consulting Group, LLC.

cc: Renalia DuBose, Assistant Superintendent for Administration; John Simon, Director of Information Services

# INTERAGENCY AGREEMENT

District School Board of Pasco County, Florida  
&  
Mindshare Consulting Group, LLC

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**THIS INTERAGENCY AGREEMENT** ("Agreement") is made and entered into as of September 18, 2012, by and between the DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA (hereinafter referred to as "DSBPC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 7227 Land O' Lakes Blvd., Land O' Lakes, FL 34638, and MINDSHARE CONSULTING GROUP, LLC (hereinafter referred to as "Mindshare"), a Florida limited liability company, whose principal place of business is 3837 Northdale Boulevard, Suite 329, Tampa, FL 33624, collectively hereinafter referred to as the "Parties."

**WHEREAS**, DSBPC has a constitutional obligation to educate children of compulsory school age; and

**WHEREAS**, Mindshare is a subcontractor of the local community-based care lead agency, Eckerd Community Alternatives, and provides various services relating to the provision of foster care services under Florida Statutes and the Florida Administrative Code; and

**WHEREAS**, the Parties acknowledge that educational stability and educational progress are important to the children receiving foster care services; and

**WHEREAS**, the Parties desire to share students' education records and the personally identifiable information contained therein, in accordance with federal and state law, that will result in improved educational services to students receiving foster care services; and

**WHEREAS**, the services to be performed by Mindshare pursuant to this Agreement are of the kind that would otherwise be performed by DSBPC's own staff;

**NOW, THEREFORE**, in consideration of the mutual covenants embodied herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Interagency Agreement mutually agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

2. **Term and Termination.** This Agreement will become effective on September 18, 2012, and shall expire on June 30, 2013. This Agreement may be canceled by either party without cause during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.



3. **Compensation.** Neither party shall be monetarily compensated for the services provided hereunder.

4. **DSBPC Services.** DSBPC agrees to the following:

- Make the following personally identifiable information from DSBPC students' education records electronically available to Mindshare:
  - Name
  - Date of birth
  - DSBPC (non-SSN) ID number
  - School attended (present)
  - Grade Level
  - Attendance record
  - Educational placement status (i.e., ESE, regular education, etc.)
  - Grades

5. **Mindshare Services.** Mindshare agrees to the following:

- Sort the data listed in paragraph 4. above and determine which DSBPC students are presently involved in a dependency proceeding.
- Prepare a report showing which DSBPC students are presently involved in a dependency proceeding.
- Transmit this report to DSBPC electronically to the DSBPC contact below at intervals requested by DSBPC and download it into a secured database that DSBPC can access electronically.
- Scan copies of students' current dependency court orders and Child in Care forms into a secure database that DSBPC can access electronically.

6. **Sharing of Education Records.** Pursuant to this Agreement, and throughout its term, Mindshare will receive from DSBPC personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act and s. 1002.221, Florida Statutes. The parties agree that such information is being shared pursuant to 34 C.F.R. §99.31(a)(1)(i)(B). Mindshare acknowledges and agrees that, in accordance with these laws, and the regulations implementing them, it may use such information only for the purposes for which the disclosure is made and may not redisclose the information to any other party without the prior written consent of DSBPC. Mindshare shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by DSBPC in writing. DSBPC hereby provides written consent for Mindshare to share DSBPC students' education records and the personally identifiable information contain therein with Eckerd Community Alternatives, which is the Lead Agency for child welfare in Pasco and Pasco counties, serves as agent for the Florida Department of Children and Families, and has a current information sharing agreement with DSBPC under which it is entitled to the same education records and personally identifiable information contained therein.



Upon termination of this Agreement, Mindshare shall, at the election of DSBPC, either destroy or return to DSBPC all such information in its possession, if any, and confirm the same in writing to DSBPC. Mindshare agrees to indemnify and hold DSBPC harmless from any liability or damages arising out of or relating to Mindshare's release of confidential student information and/or breach of this provision. This provision shall survive termination of this Agreement.

7. **Background Check.** All employees, appointees or agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by Section 435.04, F.S.

8. **Liability.** Except as provided in paragraph 6, the Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that DSBPC's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by DSBPC, nor shall anything herein be construed as consent by DSBPC to be sued by any third party for any cause or matter arising out of or related to this Agreement.

9. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

10. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

12. **Compliance with Laws.** Each party shall comply, at its own cost, with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement, including but not limited to student records laws and the Florida Jessica Lunsford Act.

13. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Sixth Judicial Circuit in Pasco County, Florida, or, if the state court does not have jurisdiction, the United States District Court for the Middle District of Florida, Tampa Division.

CONTRACT REVIEWED  
AND APPROVED:  
*JW* 9.10.12

14. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

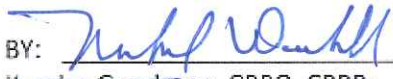
16. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective party and place for giving notice:

To School Board: David Chamberlin, Supervisor, School Social Work  
Pasco County Schools  
7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638

To Mindshare: Greg Povolny, CEO MindShare Technology  
3837 Northdale Blvd., Suite 329  
Tampa, Fl. 33624

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures on the date first above written.

DISTRICT SCHOOL BOARD  
OF PASCO COUNTY

BY:   
Kendra Goodman, CPPO, CPPB  
Purchasing Agent

MINDSHARE CONSULTING GROUP, LLC

BY:   
Executive Director

BY: 52-2437475  
Tax Id. Number

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
Date