



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

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

September 6, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KG*

RE: **Software Product License and Professional & Technical Services -
Imagine Learning**

Curriculum and Instructional Services Department requests approval for the purchase of Imagine Learning, a language and literacy software program used to help ELLs. Through the program, students will receive one-on-one instruction through engaging activities specifically designed to meet the needs of the individual child. This program will be piloted in six (6) elementary schools (AES, JMMES, LES, RBCES, RES, WES) and will be compared to other schools with similar demographics and numbers who are using Rosetta Stone as their primary supplemental language development software program. The term of these agreements will begin on September 6, 2011 and is good through September 5, 2012.

The purchase from Imagine Learning also provides for installation for up to 40 computers per campus, initial training and support for twelve (12) teachers per campus per training, installation and use of Imagine Learning Servicer Edition for the length of the program, technical support for administrators, & 460 licenses.

The product and services covered under these agreements are considered exempt from bidding as they are sole source procurement as outlined in DOE's Section 6A-1.012(11)(b).

At this time, we respectfully request your approval to enter into the attached agreements in the amount of \$84,000.00 between the District School Board of Pasco County and Imagine Learning. These contracts format & content have been reviewed and approved by the School District's attorney, Nancy McClain Alfonso, Esquire on August 25, 2011.

Should you have any questions regarding this matter, please contact Ms. Vanessa Hilton, Director of Curriculum and Instructional Services.

KDG/dp
Attachments

Date/Time: August 30, 2011 10:53:00



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

Memo # ESOL-006-11/12

Contact: Vanessa Hilton, Director

Ariana Leonard, Supervisor

Curriculum & Instructional Services

DATE: August 23, 2011

TO: Kendra Goodman, Director, Purchasing Department

FROM: Vanessa Hilton, Director, Curriculum and Instructional Services Department *veit*
Ariana Leonard, Supervisor, Curriculum and Instructional Services Department *AK*

SUBJECT: Imagine Learning

Imagine Learning English is a language and literacy software program used to help English Language Learners. Through the program, students will receive one-on-one instruction through engaging activities specifically designed to meet the needs of the individual child. There is native language support in over 15 languages, and the program addresses both BICS (Basic Interpersonal Communication Skills) and CALP (Cognitive Academic Language Proficiency) embedded into Reading Instruction (Vocabulary – oral and reading, Phonemic Awareness, Phonics, Fluency – oral and reading, and Comprehension). Further, the program also supports a variety of student needs.

This will be piloted in six elementary schools (LES, RBCES, WES, RES, JMMES, AES) and will be compared to other schools with similar demographics and numbers who are using Rosetta Stone as their primary supplemental language development software program.

Other highlights that are not found in other language learning software programs include:

- Introducing new sounds based on the student's native language: for example, the English language has many sounds and a native Spanish speaker has never heard several of them before. Within the Phonics section of the program, based on the student's native language, they will learn the new English sounds, how to produce them and get practice in making and using that sound. Further, when learning other English sounds that are similar to those in their native language, the program will give them words with that same sound in their native language and compare them to the new English words that have the same sound.
- Native Language Support: This is found throughout the program and will slowly fade out as the students progress based on their successes. Further, ALL reports can be printed in the native language and sent home to parents so that they can see how their children are doing. Languages that are supported include: Spanish, Japanese, French, Arabic,

Chinese, Korean, Haitian-Creole, Russian, Vietnamese, Portuguese, Marshallese, and Tagalog. The top five languages spoken in our district are Spanish, Vietnamese, Arabic, Chinese and Tagalog.

- Instruction is differentiated and tailored to each individual student
- All instruction is research and scientifically based
- Progress Monitoring is included – data can be easily accessed regularly and ongoing student assessment is embedded throughout the courseware
- Plus much more!

The purchase from Imagine Learning also provides for installation for up to 40 computers per campus; initial training and support for 12 teachers per campus per training; installation and use of Imagine Learning Servicer Edition for the length of the program; technical support for administrators; 460 licenses. Each license includes First Language support in over 10 languages; adaptive assessments, parent reports and administrator reports.

Annual licenses expire within 12 calendar months of implementation.

cc: Lori Wiggins, Supervisor, Curriculum and Instructional Services



RECEIVED
8/23/11

9220-20023



Imagine Learning

AGREEMENT

A. This agreement outlines the details of the purchase of annual licenses (the "Licenses") by Pasco County Schools and Imagine Learning, Inc. ("Imagine"). Based on this purchase of licenses and receipt of a Purchase Order, the details of the purchase shall include the following:

1. Implementation Services. Implementation Services charge includes domestic travel. This fee covers the installation of the software on the engine and client installation of software on the computer stations and any troubleshooting associated with the installation. Professional Training is included with Implementation Services for up to 4 hours each training at no additional fee and includes up to 10 trainees per site. Note: There are no Implementation Services needed as a part of this renewal of the original subscription.

2. Annual License. Pursuant to the receipt of a Purchase Order from Pasco County Schools for annual licenses of *Imagine Learning English*, Imagine Learning Inc. will provide to school sites the rights to receive any and all technical support from Imagine Learning Inc. including phone and on-site support necessary to remedy the situation relating to *Imagine Learning English* at no addition cost. This annual license also entitles PCSB to receive any and all product updates during the 12 month period. At the end of the 12 month period PCSB has the right to continue or terminate the subscription of licenses.

3. Engine. With the purchase of Imagine Learning annual licenses the school retains the use of the licenses for a period of 12 months. The "engine" or hardware provided by Imagine Learning Inc. will be owned, installed and maintained by Imagine Learning. **The response/replacement time is approximately 5 business days.**

4. Support. As part of the Annual Licenses purchase, Imagine Learning will provide support services, including, but not limited to, phone, computer and on-site support.

- Imagine Learning support is available by phone (1-866-ILSUPPORT) during the business hours of 8:00 AM to 8:00 PM Pacific Time.
- Calls to our support line by teachers, administrators, technicians, etc. are answered by a live support agent and handled immediately.
- Other communication to our support team, email and messages after hours, are answered within 1 business day.
- On-site support will be provided as deemed necessary by the Imagine Learning Support team in conjunction with PCSB personnel.

5. Terms of Services. Imagine Learning provides its services on a calendar-year basis and does not follow the school-calendar with service delivery. Services can be requested to have a specific start date with approval from Imagine Learning, Inc. The services will then be rendered for one-year based on the start date of the services.

6. Upgrades. Upgrades to the program are delivered electronically at no extra cost (See paragraph 2).

<p>CONTRACT REVIEWED AND APPROVED: 8/25/11 <i>[Signature]</i> / KDC</p>

EXHIBIT I

Pricing. Prices for Annual Subscription and Perpetual License per student are current as of 9/1/2011 and are subject to change.

Imagine Learning Pricing Schedules	
Software License (per student)	Annual Subscription \$150 Perpetual License \$750
Implementation Services (one time fee per campus)	Engine \$1,000 Training \$1,500
Technical Support (annual, per campus)	Included
Maintenance	N/C

This outlines the details of the Terms and Conditions of an annual and perpetual license purchase of *Imagine Learning English*.

ACCEPTED AND AGREED:

Paso County School Board

Imagine Learning Inc.

By: _____

By: 

Print Name: _____

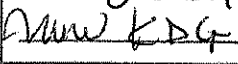
Print Name: Paige Director

Title: _____

Title: Area Partnership Manager

Date: _____

Date: 8/23/11

<p>CONTRACT REVIEWED AND APPROVED: B. 254 </p>

Imagine Learning Implementation Overview



Imagine Learning

Summary of Installation and Professional Development services for :

6 Campuses

Installation & Training

\$2,500ea

\$15,000

Includes: Technical installation for up to 40 computers per campus
Initial training and support for 12 teachers per campus per training
Installation & use of Imagine Learning Server Edition for length of program
Technical Support for administrators

9220-20025

460 Licenses

Annual Licenses

\$150ea

\$69,000

Pasco will receive updates and technical support

Each license includes:

- First Language Support in over 10 languages
 - Adaptive Assessment to prescribe and implement differentiated instruction
 - Parent Reports in the home language for the school to home connection
 - Administrator Reports that provide individual, school & district detail
- Licenses are transferable to additional students

Annual Licenses expire within 12 calendar months of implementation

Current project timeline proposes that licenses will be valid until 9/30/12

9220-20023

100 Licenses

Bonus Annual Licenses (No Charge)

\$150ea

\$0 (\$15,000 value)

Each license includes:

- First Language Support in over 10 languages
- Adaptive Assessment to prescribe and implement differentiated instruction
- Parent Reports in the home language for the school to home connection
- Administrator Reports that provide individual, school & district detail

Licenses are transferable to additional students

Total of 560 Annual Licenses with Installation & Training

Total: \$84,000

Please fax purchase order to **866.507.9270** and mail to 191 River Park Drive, Provo, UT 84604

Signature

Date

Signature

Date

Joanne Hurley

Ty West

704.941.5757

Ty.west@imaginelearning.com

CONTRACT REVIEWED
AND APPROVED:

8/25/11

[Handwritten Signature]

District School Board Pasco County Chairman

Name / Role / Contact Info



9220 - 20023

Proposal

Quote Number: QT552488
Date: 7/25/2011
Valid Until: 10/1/2011
Sales Manager: Paige Dirscherl

Bill To	Ship To
Ariana Leonard Pasco County Schools 7227 Land O'Lakes Blvd Land O'Lakes FL 34638	Ariana Leonard Pasco County School District 7227 Land O'Lakes Blvd Land O'Lakes FL 34638

Quantity	Product	Unit Price	Ext. Price
6	Implementation Services <i>REQ# 9220-20025</i>	2,500.00	15,000.00
460	License - Annual Initial <i>REQ# 9220-20023</i>	150.00	69,000.00 ←
100	License - ACT NOW Bonus - Value:\$15,000 - Valid only if PO is recieved by october 1, 2011.	0.00	0.00

CONTRACT REVIEWED
AND APPROVED:
8-25-11
[Signature]

Please fax, email, or mail the Purchase Order to:
fax: 866-507-9270
email: PO@imaginelearning.com
mail: Imagine Learning
191 River Park Dr
Provo, Utah 84604

Total \$84,000.00

This proposal is provided as a courtesy to you, our customer. Any taxes, duties, and fees are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

9220-20025



RECEIVED
8-9-11 *One*



DISTRICT SCHOOL BOARD OF PASCO COUNTY
STANDARD CONTRACT FORM
PROFESSIONAL AND TECHNICAL SERVICES

MS Form 22-18
Rev. 7/00
Page 1 of 5

Revision #:
P.O. #

THIS AGREEMENT, entered into as of the 11 day of August, 20 11, by and between the District School Board of Pasco County, Florida, hereinafter referred to as the Board and Imagine Learning, Inc. (individual/company name) of 191 River Park Drive, Provo (address) State of Utah, hereinafter referred to as the Consultant

WITNESSETH THAT:

The Board and the Consultant do mutually agree as follows:

1. This contract is for professional, technical, or personnel services. The Consultant is and shall remain an independent consultant and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
2. The Consultant shall, in a satisfactory, competent, and professional manner, as determined by the Board, perform the following:

The consultant shall provide Pasco County Schools with student licenses for Imagine Learning English. The consultant shall also install the program in PCS schools and provide PCS staff with training on the program.

The Board shall furnish services, data, and information, etc., to the Consultant as follows:

The Board shall provide the consultant with sufficient information and access in order for the consultant to install Imagine Learning English on PCS hardware.

3. The Consultant shall commence performance of this Contract on the 1 day of October, 20 11, and shall complete performance to the satisfaction of the Board no later than the FEB day of Sept 30, 20 12 TOW

4. The Board shall pay compensation and expenses to the Consultant as indicated. The honorarium for personal services shall be the standard ordinary and normal charges for the Consultant based upon his qualifications and the nature of services provided. If the Consultant is to be reimbursed for travel expenses, the expenses charged for travel shall not exceed those allowable under the customary practices and policies by the Board.

Compensation to be outlined in separate quote document.

IMPLEMENTATION SERVICES / PROFESSIONAL DEVELOPMENT
= \$15,000.00 TOW

CONTRACT REVIEWED
AND APPROVED

CONTRACT REVIEWED
AND APPROVED:
8/25/11
Ww/KDG

The Board shall remit payment of the compensation in Section 4 as follows:

Payments are to be made via check
and are subject to Net 30 payment terms.

SUBJECT TO AN EXECUTED PURCHASE ORDER

5. It is agreed that this is a "Flat Fee" Contract. At no time will the amount paid to the Consultant exceed the amount in Section 4 without a written amendment endorsed by both the Board and the Consultant.
6. The Consultant shall maintain such records and accounts as will assure a proper accounting of compensation and reimbursement of expenses. These records will be retained for a period of three years and shall be made available upon request by the Board for audit purposes.
7. The Consultant shall make financial, program, progress, evaluation, and any other reports as may be requested from time to time by the Board.
8. The Consultant shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
9. The Consultant shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The Consultant shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
10. The Consultant may publish and copyright the results of this Contract without prior review by the Board, providing that:
 - a. Such publications acknowledge that the performance of this Contract was supported by the Board.
 - b. The Board reserves a royalty free, nonexclusive or irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all the materials.
 - c. Consultant shall furnish twenty (20) copies of each publication to the Board and additional copies are available free upon request.
 - d. Such actions are in compliance with Chapter 286, Florida Statutes.
11. Any discovery or invention arising from, or developed as a result of this Contract shall be promptly reported to the Board to determine whether patent protection shall be sought to protect the public interest. Neither the Consultant nor any individual employee under this Contract shall have proprietary interest in any such discovery.
12. Should the Consultant be unable to comply with the provisions of this Contract, he may propose a Contract amendment to the Board. There is no obligation on the part of the Board to concede to such a proposal. Unless the Contract is properly amended, in the event of a non-compliance, all liability for payment by the Board shall expire on the day following the specified expiration date, as specified in Paragraph 3.
13. This Contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, the Contractor hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

CONTRACT REVIEWED
AND APPROVED
BRS-11
M. W. KDG

This form is a waiver, release, indemnification agreement, and hold harmless, which acts to release the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) from any and all damages or injuries which may result in your participation in _____.

I agree to hold the School Board harmless for any injuries or damages, arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party. I agree to release the School Board of all liability and injuries or damages, arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party.

I agree to indemnify, pay, and reimburse School Board for any and all judgments, attorney fees, costs, payments, and medical bills incurred by the School Board resulting from my participation in the aforementioned event, or any claims arising out of such aforementioned event.

I agree that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. I specifically acknowledge that my individual duty to indemnify the School Board for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.

15. The Board may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultant's compensations which are mutually agreed upon by and between the Board and the Consultant, must be incorporated in written amendment to this Contract.

16. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.

17. This Contract, any and all parts thereof, can be terminated without giving cause with _____ days written notice by either party. Upon termination, the Consultant shall receive compensation and expenses to the date of termination.

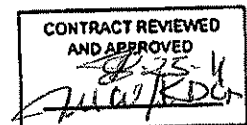
18. The Consultant agrees that all papers, documents, evaluations, product, etc. are the property of the Board.

19. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

- a. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by the District's Human Resources Department. If any of the above applies to this Contract, you must have those individuals Level 2 fingerprinted and screened by the District's Human Resource Department prior to commencement of services or work.
- b. The Company/Consultant shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company/Consultant.

20. INSURANCE

The Vendor/Proposer shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Vendor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Vendor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide.



Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. Public Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$200,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage	\$100,000.00

The Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Vendor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

21. 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.

CONTRACT REVIEWED
AND APPROVED:
8.25.14
[Signature]

22. Other provisions: _____

IN WITNESS WHEREOF, the Board and the Consultant have executed this Agreement as of this date.

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

PROFESSIONAL CONSULTANT

By: *M. W. Fickman*
 Superintendent of Purchasing Agent
GFODMM

By: *Imagine Learning, Inc.*
 Consultant
Christy Hill
 Chief Financial Officer

By: *Sharon R. Remond*
 Department/School Administrator

Social Security #: _____

(or) E.I.N. *01-0814204*

By: _____
 Board Chair (If Over \$50,000)

Mailing Address:

191 River Park Drive

Recorded in Board Minutes:

Provo, VT 84604

 Date

FUND	COST CENTER	PROJECT	OBJECT	FUNCTION	GENERAL LEDGER	SUB PROJECT/ PROGRAM
<i>421</i>	<i>9220</i>	<i>3002</i>	<i>0310</i>	<i>6400</i>	<i>0000</i>	