

DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

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 email: mwoodall@pasco.k12.fl.us

August 20, 2013

MEMORANDUM

TO:

Honorable School Board Members

FROM:

Michael J. Woodall, CPPO, Purchasing Agent

RE:

Office of Accountability, Research, and Measurement

Assessment Services Agreement

Discovery Education

The Office of Accountability, Research, and Measurement is requesting approval of the attached Assessment Services Contract between Discovery Education and the District School Board of Pasco County. The agreement will be funded through Title II funds. Please reference the attached memo from Peggy Jones, Ph.D., Director of Accountability, Research, and Measurement, for further information regarding this agreement. Anticipated total expenditures are \$525,799.20. This agreement was reviewed and approved by the School Board Attorney, Nancy McClain Alfonso, on August 1, 2013.

Under the Department of Education Rule 6A-1.012(11) (b), the requesting of bids from three (3) or more sources is waived for the purchase of computer software where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution (see attached). Discovery Education is the copyright/publisher of this computer software.

It is my recommendation that the Board approve the attached Assessment Services Contract with Discovery Education. The term of the contract will be for the 2013/2014 school year.

Should you have any questions regarding this matter, please contact Peggy Jones. If have any Purchasing related questions regarding the agreement, please contact me at your earliest convenience.

MJW/dr

Date/Time: August 14, 2013 08:33:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Office for Accountability, Research, and Measurement Peggy Jones, Ph.D., Director 813/794-2338 727/774-2338 352/524-2338 Fax: 813/794-2116 e-mail: pejones@pasco.k12.fl.us

August 8, 2013

To:

Michael Woodall, Director

Purchasing Services

From:

Peggy Jones, Ph.D., Director

Accountability, Research, and Measurement

Subject: Discovery Education Assessment, LLC

The Office for Accountability, Research, and Measurement requests approval from the District School Board of Pasco County of the Formative Assessment Program Agreement between Discovery Education Assessment, LLC and the District School Board of Pasco County (DSBPC).

District-wide benchmark assessments will be made available to students in grades K-12 in mathematics (includes Algebra and Geometry), ELA, and science (includes Biology). Benchmark assessments are intended for administration during academic year (AY) 2013-2014 and will be available for online administration in the assessment center up to four times per year.

Discovery Education Assessment, LLC will continue to service this program with full support for coordination of benchmark assessment and training to monitor progress and ensure the successful delivery of products.

/jg



Assessment Services Contract ("Contract") made as of 07/27/2013 between Discovery Education Assessment, LLC ("Discovery") and PASCO COUNTY SCHOOL DISTRICT, FL ("Customer")

- Customer shall purchase and Discovery shall provide the services set forth below to the administrators, educators and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A attached hereto and incorporated herein by reference (the "Assessment Services" or the "PD Services", as applicable).
- 2. The "Term" shall begin on the Effective Date and continue through 06/30/2014. "Effective Date" shall mean the date on which the Contract is signed by both parties.
- 3. The pricing for the Assessment Services or the PD Services (the "Fees") shall be as follows:

Quantity : of Schools:	Description	Price Per Student	Discounted Price Per -Student	No. of Students	Total
11.27.22	Discovery Education Assessment Services	2			
95	Discovery Education Benchmark Assessments with Progress Zone	\$8.00	\$7.20	65,736	\$473,299.20
				Total	\$473,299,20

Quantity	Description	Price	Total
	Discovery Education Professional Development Services	1000	
21	On-Site Professional Development (One 6-Hour Session for up to 25 participants)	\$2,500.00	\$52,500.00
		Total	\$52,500.00

Grand Total \$525,799.20

- The Fees are non-cancellable except as set forth herein and are due and payable no later than 30 days after receipt of invoice.
 - With respect to the PD Services, the Fees shall be non-cancellable less than 14 days prior to a scheduled on-site professional development session. If Customer cancels in advance of 14 days for a scheduled on-site professional development session, Customer will be charged a \$150.00 cancellation fee. The Fees are due and payable no later than 30 days after receipt of invoice. Invoices will be sent at the end of each quarter for any and all professional development services delivered during the previous quarter.
- 5. With respect to the PD Services, the date, time and place of the professional development shall be mutually agreed to by the parties. Any content provided by Discovery during the PD Services, in any format ("the Content"), is the property of Discovery. Customer acknowledges that it does not gain any ownership interest in the Content by using the Content.
- 6. Customer agrees that all other terms and conditions are as set forth in Discovery's standard Terms of Use as set forth at http://www.discoveryeducation.com/aboutus/terms_of_use.ctm and this Contract, together with the Terms of Use, constitutes the complete and exclusive terms of the agreement between the parties regarding the subject matter. Customer shall ensure that all of its administrators, educators or students who either administer or take the assessments do so in accordance with the Terms of Use. There shall be no modifications to this Contract unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Contract or the Terms of Use. In the event of a direct conflict between the terms of this Contract and the terms of the applicable then-current Terms of Use, the terms of this Contract shall control.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION ASSESSMENT, LLC, OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND DISCOVERY EDUCATION ASSESSMENT, LLC. (OR ITS APPLICABLE AFFILIATE).

ATTACHMENT "A" + 'B'
INCORPORATED HERFIN

CONTRACT REVIEWED AND APPROVED:

WWW 8.9.13



- 7. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Contract ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.
- Discovery agrees to use any personal information and data provided to it by Customer in compliance with the Family Educational Rights & Privacy Act of 1974 ("FERPA") and other applicable laws, regulations and statutes and Discovery's standard terms of use and privacy policy
- Customer certifies that Customer is exempt from all federal, state, and local taxes and will furnish Discovery with copies
 of all relevant certificates demonstrating such tax-exempt status upon request. In the event Customer is not exempt
 from certain of such taxes, Customer agrees to remit payment for such taxes to Discovery.
- 10. This Contract including any exhibits and attachments thereto contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

PASCO COUNTY SCHOOL DISTRICT	DISCOVERY EDUCATION ASSESSMENT, LLC
By: (Suprature Reduced)	Ву:
Title: Director Accountability Person	Line:
Printed Name: Pragy Jones & Measure	Printed Name:
Date: 81113	Date:

Ref. No. 20130619794 and 20130619795

Signature

Date

Michael J. Woodall, CPPO, Purchasing Agent

District School Board of Pasco County

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION ASSESSMENT, LLC, OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND DISCOVERY EDUCATION ASSESSMENT, LLC. (OR ITS APPLICABLE AFFILIATE).

Schedule A

SCHOOL INFORMATION						Primary	imary El			e nteryd		High School				Totals		
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clote Elementery	3610 Madison Sitzet	West Port Righey, FL 34552	Principal: Barbara Kleinsorga	Phone: (727) 774-3200	100		82						L.	1	1			
lung Elementary	7670 Orchid Lake Road	New Part Plohey, FL 34553	Principal: Kara Martin	Phone: (127) 774-3700	89	98							1				_	
rtennial Elementary	36501 Capternial Road	Dade Offy, FL 33125	Principal: Cynthia Harper	Phone: (352) 624-5000		76	92	110		102				1				
ance Elementary	7906 Ridge Road	Fert Ribbey, FL 34688	Principal: Terri Mutell	Phone: (727) 774-1200	117	115	112		107								1	ALTERNATIONS
nnerton Elementary	9300 Flourish Drive	Land O' Lakes, FL 34537	Principal: Almas Baltze	Phona: (813) 345-1800	139	145	159							1				
tee River Elementery	7515 Plattie Road	New Port Richey, FL 34653	Principal: Lou Gerrela	Phone: (721) 774-3000	113	102	96		99						1			
ox, R.B. Elementary	37515 Martin Luther King Souleyard	Dade Cily, Ft 33523 New Port Richey, Ft 34654	Principal: Yvonna Rains	Phone: (352) 524-5100	65	67	56	53	50	51	Lance	SP SP SP		4	1			
press Elementary	10055 Sweet Say Court	New Port Bichey, FL 34654	Principal: Jeanne Krapii	Phone: (727) 774-4500	123	106	133	130	125	131		I I SOUTH			į.		L	
er Park Elementary	\$836 Trouble Creek Road	New Port Richey, Ft 34653	Principal: Margia Polan	Fhona: (727) 774-0900	ā1	80	97	1 :07	111						1			
nham Oaks Slamenlary	1422 Dal: Grove Boulevard	Luiz, FL 33569	Principal: Mardes Powers	Phone: (813) 784-1500	101	109	128	119	:25	120					1			
uble Branch Elementary	3 (500 Chancey Road	Wesley Chapel, FL 33543	Pancipal: Vaughnalle Chandler	Phone: (813) 346-0400	1.33	143	132	154							i			
x Hollow Elementary	8309 Fox Hollow Drive	Part Pichsy, FL 34669	Principal: Dawn Scillax	Phone: (727) 774-7500	94	71	90								L			
ella, Dr. Mary, Elemaniary	11710 Shady Hills Road	Spring Hill, FL 34510	Principal: George Papaemanuel	Phone: (727) 776-5800	108	92	107								1			
II Highlands Elementary	8019 Gulf Highlands Drive	Port Richay, FL 34658	Principal: Judith Cosh	Phone; (737) 774-7790	92	102	73									-	1	
If Trace Elementury	3303 Gulf Trace Blyd	Hollday, FL 34891	Frincipal; Hope Schooler	Phone: (727) 248-3600	113	100	90	109	83	103				Vancous ai	1			
Halde Elementary	2829 Anclose Eoulevard	Holdey, FL 34591	Principal: Christopher Clayton	Fhane: (127) 774-8000	75	102	as		85	85			1		1			
daon Elamentary	7220 Hudson Avanus	Hudson, FL 34647	Principal: Tracy Graziapiona	Phone: [727] 774-4000	116	115	81	162	118	100					1			-20711-10007-0000
cooches Elementary	38815 Currener Road	Dade City, FL 33523	Principal: Laloya Jordan	Phone: (352) 524-5600	78	55	85	81	15								1	New Color
te Myrile Elementary	22844 Vieeka Boulevard	Land D' Lakes, FL 34639	Principal; Jason Psjry	Fhone: (813) 794-1990	95	60	116	123	115	112								
cke, M.P. Elementary	4339 Evens Avenus	New Port Richey, FL 34652	Principal, Adam Wolfe	Phone: (727) 774-3190	BK	72	83	101	86	04					1	1		
gleaf Elementary	3253 Town Avenue	New Port Richey, FL 34655	Principal, Jannifer Haplig	Phone: (727) 774-0300	55	106	98		198	115			1]	1	I		
dows, J.M. Elementary	3542 Gacalia Uriye	Hew Port Richey, FL 34652	Principal: Hilda Martin	Phone, (727) 774-6600	72	61	75	7.5	55	8.5					1	!		
	12019 Tree Braeze Orive	Haw Port Richey, Ft. 34654	Principal: Else Landshi	Phone: (727) 774-4500	113	113	110						1	1	1			
on Lake Elementery	4710 River Glen Boulevard	Wesley Chapal, FL 23546	Principal: Lynn Pabsi	Phone: (813) 345-0500		95	107	1 111					1		i	1	1	
y River Elementary		Hudson, FL 31662	Principal: Nicole Raynolds	Phone: (813) 346-0500 Phone: (727) 774-4700	105	100	100		1 69	85	1000	2501000000		1		-	1	
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rate ad Elementen:	112925 Lake Pallence Road	Naw Port Rishey, FL 34655	Principal, Teresa Lova	Phone: (727) 245-3700	126	17:3	100				-		100000				- "	
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they Elementary	8850 Adams Street	Naw Port Richay, Ft. 34852	Principal: Kennath Miesnar	Phone: (727) 774-3500	115		50							1		1		
	318 E Martin Luther King Bouleyard	Oada City, FL 33523	Principal: Yvonna Reins	Phone: (352) 324-5100	65	110	109	133	102	118								
r. Antonio Elemaniary	29940 County Line Road	Wesley Chapel, FL 33343.	Principal Scott Alkips	Phone: (813) 794-1900	95	110	107	109	103	125								(
nd Pine Elementary hrader Elementary	[1941 LINE Road	New Port Richey, FL 34654	Principal, Tammy Serryhill	Phone: (727) 774-5900	96	91	e:						1	1				
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asco Middle	17702 Ridge Road	For Richey, FL 34658	Principal: Devid Huyok		37	64	72	55	55	79		251	27	1	1		1	*****************
ws Lake K-8 School	15144 Shady Hills Road	Spring Hill, FL 34510	Principal: Thomas Barker	Phone: (727) 246-1500	07	0.4	12	1		13	271						1	
Middle	164 19 Louisland Ayanus	New Port Richey, Ft, 34652	Principal: Stanley Trapp	Phone: (727) 774-8000				-	-		242						1	
son Middle	13540 Cobra Way	Hudson, FL 34669	Principal: Tarry Holback	Frone: (727) 774-8200				}		1	527	543					-	
c, Ör. John, Middla	2025 Mansfield Boulevard	Masley Chapel, FL 33543	Principal; Christine Wallf	Phone: (813) 346-6200				1		-	307	297	750	ţ				
to Middle	13925 15th Street	Jade Cliv, FL 33525	Principal, Kimberly Anderson	Prione: (352) \$24-8400				-	-		285			-	-			
: Vlew Middle	15334 Farkway Boulevard	Land O' Lakes, FL 34539	Principal, Jann'er Crosby	Friche, (\$13) 794-4800						ļ	298	312	1 45	1				
er Ridge Midals	11948 Town Canter Road	New Port Richey, FL 34854	Principal: Jeson Joens	Phone; (727) 774-7000							325	394						
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ith Paul P., Modis	1410 Sweeterlar Drive	Hollday, Ft 34601	Principal: Margie Fackalman	Facing: (727) 246-3200			-	1			326	362	364					
	30505 Tenth Avapus	Zephychills, FL 33542	Principal: Shae Davis	Friens, (013) 794-6560				-			353 395	332 437	354	}				
wart, R.B., Middle																		
ightman, T.E., Middle	30549 Wells Road	Wesley Chapel, FL 33545	Principal: Brandon Branciale	Phone: (613) 794-0200	57	64:	72	55	68		4883						-	

CONTRACT REVIEWED AND APPROVED:

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Anciela High School	1540 Swae(briar Dr													373		298	2631	
	112115 Chicago Avenue	Hudson, Ft 34689	Principal: Angela Stane	Phone: (727) 245-4000						_,,,,				364		200	-424	
ivey High School	5355 School Road	New Port Richey, FL 24852	Principal; Kim Davis	Phone: (727) 774-3300							-			307	310	298	-200	
ulf High School	14410 Gobre Way	Hudson, FL 34659	Principal, David La Roche											318		4/11	200	
udson High School	20325 Getor Lang	Land O' Lakes, FL 34038	Principal: Ale Mellin	Phone: (813) 794-9400										103	417		346	
and O'Lakes High School	2323 Lille Road	New Port Richey, FL 34655	Principal: James Michaels	Phone; (727) 774-9200										4.28			403	
hidrall, J.W., High School	2040 Gille Float	Dade City, FL 33525	Principal: Kari Kadlub	Phone: (352) 324-5500										-44	327	315	303	
asco High 50)921	36860 Biate Road 52	New Port Striney, FL 34853	Principal, Andle Murally:	Phone: (727: 774-1900	1									232	271	225	285	
lidgswood High School	7650 Orchid Lake Road	New Fort Richey, FL 34554	Principal, Maris Syranson	Phone: (727) 774-7200										338	372	340	348	
River Ridge High School	11645 Town Center Road	Land O' Lakes, FL 34638	Principal: Sleven Williams	Phone: (813) 345-1000					000-1803/803	W/CI (10000)	51160010000	0.0000110001		420		378	362)	
Suniske High School	3023 Sunlake Boulevard	Lyesley Chapel, FL 33545	Principal Carlo Nellies	Phone: (813) 345-1900 Phone: (813) 184-6700				-						400	346	329	336 427 274	
Wasley Chapel High School	133651 Wels Road		Principal Robyn Wille	Phone: (613) 346-6000										512		198	427	
Viregrasa High School	12309 Manaffeld Boulevard	Wesley Chappl, FL 33543	Principal, Andy Frelick	Phone: (813) 794-6100						3653(00)				393		368	274	
ephyhlia High School	5335 12th Street	Žaphyshills, FL 33542	Cultificat villas creace	110011-10101751 4140					No. of Concession, Name of Street, or other party of the Concession, Name of Street, or other pa			Samuel E.		50G4	4754	4548	1020	
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rvin, James Ed. Center	35830 State Road 52	Dane City, FL 33525	Principal; Hancy Guas	I mone, level as Lordo			-			-		-	2	2	6	10		
Marchman, F.K. Teoh Center	7825 Cempus Drive	New Fort Richey, Ft 34563	Principal, Shallz Bryan	Phone: (352) 524-9000				A	-					11	27	23	43	
Moore-Mickens Ed. Canter	38301 Merlin Luther King Boulevard	Dade Cily, EL 33525	Principal: Jackson Johnson	Phone: (727) 774-0000			100		-		5	1.5	51	30			11	
Scheetman, H Center	5520 Grand Bouleverd	New Part Richey, FL 34652	Principal: Randy Koanigsfeld	Phone, (7,21) 174-0900									1					
	elo of Moore-Mickens Education Certer-	and the second s	1	dharana k12 ff us			1			[I		C	2	2	2	
Shariff's Detantion Center	38301 Martin Cultier King Boulevard	Dade City, FL 33526	Attn: Tim Guy	tguydpaar.o.k12.ff.us							0	35	95	70	21	52	109	
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A Part of the Control							75	35	45	46	50	47	41	ļ				
Apedemy at the Farm	9507 Alex Lange Way	Dade City, FL 33525	Director, Rey Polk	Phone: (352) 568-9737	39	38	10				35	4T 30	24			-		IMANINE IN COLUMN
Albapian Academy of Pasco	3118 Seven Springs Blvd.	New Part Richey, FL 34655	Director: Dr. Fam Asfaky	Phone: (721) 372-0200	54	56	57 45	10 36		: 31	36	16					-	
Countryside Montesson	5852 Ehren Cutoff	Land O' Lakes, PL 34639	Director: Dennise Ondine	Shane; (813) 896-0991			45						J	1			-	
Dayspring Academy(Elementary)	5911 Timber Oaks Avenue	Fort Richey, FL 34568	Director, Geyle-Sair	Phone: (727) 862-8600	57	200	50	63	20	7.0	69	68	63		-	 		
Dayspring Academy(Midale)	9509 Palm Avenue	(Fort Fishey, Ft 34685	Director: Sere Calleja	Phone: (727) 647-9003	2.2				- 44	55	0.5			├	************			
magine Charler School of LOL	12910 Sunlake Boulevard	(Land O' Lakes, FL 31638	Direptor, Kethy Helsen	Phone: (813) 426-7444	75	85	7.0	87	92 285			713						
Illiaditic Original College St 479	A STATE OF THE STA				235	779	276	285	200	411	234	- 110	100		-			***************************************
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		10 - Fr 4 Ft-1 - 51 34053	Attn: Chris Lamon, Director	chris.lamon@paracenter.org			lana and an and an				1	9	6	13	12	6		
Pace Center for Girls	7825 Campus Drivo	New Port Richey, FL 34653	ANI, CINIS CALIDIT, DIRECTOR	Am 180 strange grant and a stranger		-												
	2/o of Marchman Leolingal Institute		Lilia Daniel Carron Francisco	sull's Lilinoseq@reneurs								2	- 4	9		. 3	Š	
Pasco Gids Academy	7825 Campus Dove	New Port Richey, FL 34663	Adn: Ramon Suarat, Supervisor	Ligon are have my entire.			-	-		-	7	3	16	33	15	16	í,	
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ANI Marine Institute	7826 Campus Drive	New Port Fishey, Ft 34853	Contact: Retrecci Contgan	pasco edikamikida org					- 3	- n	1	1		6	8	-		
Egycare Behavloral Hea!	6132 King Healy Blvd.	New Port Pichny, Fl.	Corvact: Mary Brown								1		_ v	X		-		
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DOE McKey Scholarship School	Services 7227 Land O'Lake's Blyd.	Land O'Lakes, Floride 34539	Altn: Melissa Mussalwhile, Directo	r Phone: (B13) 794-2165	15			3.0		17		63	8:		56	41	29	
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Pasco aSchool - FLVS Fr	7205 Land O' Lekes Blvd.	Land O'Lakes, Florida 34533	Principal: Johnne Glenn	Phone: (613) 346-1600		-		-		-	1.66	- 11	1 20	10		1 24		
Pasco Virtual Course Offering	7205 Lend O' Lakes Blvd.	Land O'Lakes, Florida 34533	Principal: JoAnna Glenn	Phone: (813) 3-16-1900									1				-	
Pasco Virtual Instruction	7205 Land O' Lakes Blvd.	Land O'Lakes, Florida 81635	Principal: JoAnna Glenn	Phone: (813) 346-1900	1 2	3	5		- 1	1 5	1-7		ļl		-	+		
Vidual Instruction Program - District	17205 Land D' Lakes Blvd.	Land O'Lakse, Floride -34535	Principal, Joanna Glenn	Phone: (513) 346-1900		5	17		8	6			26	18	29	21	20	
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Attachment A - Discovery Education Assessment, LLC

- As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Discovery Education Assessment, LLC hereby agrees to indemnify and hold the District harmless from and against all damages of any nature, up to the value of the contract, whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of Discovery Education Assessment, LLC and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
- B) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- C) 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.
- D) This contract is governed by the laws put forth by the State of Florida.
- E) Discovery Education Assessment, LLC shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Discovery Education Assessment, LLC shall comply with the regulations of the Civil Rights Act of 1964, as applicable, 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.

Discovery Education Assessment, LLC

Michael J. Woodall, CPPO

Date

Purchasing Agent

District School Board of Pasco County

Up-dated 10/13/09

Attachment B

This Attachment B is in connection with, and applicable to, Discovery Education Assessment, LLC, 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, any of which must be clearly identified and marked as "Confidential Information" before being provided to the receiving party, ("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: (j) 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.statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=817.5681&URI_=0800-0899/0817/Sections/0817.5681.html).



Agreement:

This agreement is appended to and made a supplement to that certain Assessment Services Contract between the same parties dated 07/27/2013, the terms of such Assessment Services Contract supersedes this Agreement in the event of a conflict. 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.

Discovery Education Assessment, LLC	District of, School Board of Pasco County							
Ву:	Ву:							
Authorized Signature	Authorized Signature							
Name:	Name:							
Title:	Title:							
Date:	Date:							

Vicantolle) 8113

CONTRACT REVIEWED AND APPROVED:

NWW 89.13