



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 *MJW*

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



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 *PJ*
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

Discovery | ASSESSMENT EDUCATION

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

1. 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
	Discovery Education Assessment Services				
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		
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

4. 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.cfm 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 HEREIN

CONTRACT REVIEWED
AND APPROVED:

 8.9.13

Discovery | ASSESSMENT
EDUCATION

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.
8. 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
9. 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: [Signature]
(Signature Required)

By: _____

Title: Director Accountability, Research & Measurement

Printed Name: Peggy Jones

Printed Name: _____

Date: 8/1/13

Date: _____

Ref. No. 20130619794 and 20130619795

[Signature] 8.9.13
Signature Date
Michael J. Woodall, CPPC, 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).

Discovery EDUCATION ASSESSMENT

Schedule A

SCHOOL INFORMATION					Primary								Elementary/Middle School								High School				Totals
School Name	Address	City, State, Zip	Contact Person	Contact Phone	K	1	2	3	4	5	6	7	8	9	10	11	12								
Andale Elementary	3610 Madison Street	New Port Richey, FL 34852	Principal: Barbara Kleinsorge	Phone: (727) 774-3200	100	32	82	81	31	31	68														
Calusa Elementary	7620 Dudd Lake Road	New Port Richey, FL 34852	Principal: Kara Yarin	Phone: (727) 774-3700	88	88	91	93	36	56															
Cardinal Elementary	3650 Cardinal Road	Dade City, FL 33525	Principal: Cynthia Harper	Phone: (352) 624-5900	83	78	92	110	104	102															
Chapman Elementary	7900 Ridge Road	Fort Richey, FL 34869	Principal: Tom Murrell	Phone: (727) 774-1200	117	119	112	135	197	123															
Compton Elementary	9300 Flourish Drive	Land O Lakes, FL 34637	Principal: Alma Boliza	Phone: (813) 346-1800	138	148	159	142	144	145															
Conce River Elementary	7515 Platte Road	New Port Richey, FL 34853	Principal: Lou Garcia	Phone: (727) 774-2000	113	102	96	100	99	73															
Cox, R. B. Elementary	37816 Martin Luther King Boulevard	Dade City, FL 33523	Principal: Yvonne Reins	Phone: (352) 524-1100	65	67	56	63	50	51															
Cypress Elementary	10055 Sweet Bay Court	New Port Richey, FL 34654	Principal: Jeanne Kieffl	Phone: (727) 774-4500	123	106	133	130	125	131															
Deer Park Elementary	5636 Trouble Creek Road	New Port Richey, FL 34653	Principal: Margie Polan	Phone: (727) 774-9900	81	60	97	107	111	118															
Denham Oaks Elementary	1422 Oak Grove Boulevard	Lutz, FL 34669	Principal: Marda Powers	Phone: (813) 784-1800	101	109	128	118	123	120															
Double Branch Elementary	31500 Otsecky Road	Wesley Chapel, FL 33543	Principal: Vaughn Stie Chandler	Phone: (813) 346-6400	133	143	132	144	124	140															
Fox Hollow Elementary	8309 Fox Hollow Drive	Port Richey, FL 34660	Principal: Dawn Scller	Phone: (727) 774-7500	84	71	90	95	39	97															
Glebe, Dr. Mary, Elementary	14710 Shady Hills Road	Spring Hill, FL 34610	Principal: George Papaannasul	Phone: (727) 774-6600	109	92	107	105	118	102															
Gulf Highlands Elementary	8019 Gulf Highlands Drive	Port Richey, FL 34660	Principal: Judith Cash	Phone: (727) 774-7700	92	102	73	103	71	87															
Gulf Trace Elementary	3303 Gulf Trace Blvd	Holaday, FL 34891	Principal: Hope Schooler	Phone: (727) 248-3800	113	106	90	109	83	109															
Sulfide Elementary	2829 Andale Boulevard	Holaday, FL 34891	Principal: Christopher Clavon	Phone: (727) 774-8000	73	102	85	110	88	85															
Hudson Elementary	7229 Hudson Avenue	Hudson, FL 34657	Principal: Tracy Grzeskiolone	Phone: (727) 774-4000	118	115	81	182	118	100															
Lacoochee Elementary	38815 Curran Road	Dade City, FL 33523	Principal: Leloy Jordan	Phone: (352) 524-5800	78	55	85	91	45	48															
Lake Mirale Elementary	22844 Weeks Boulevard	Land O Lakes, FL 34660	Principal: Jason Fry	Phone: (813) 784-1000	93	89	115	123	119	112															
Locky, M.P. Elementary	4338 Evans Avenue	New Port Richey, FL 34653	Principal: Adam Rieck	Phone: (727) 774-2100	84	75	83	101	88	84															
Longleaf Elementary	3363 Town Avenue	New Port Richey, FL 34655	Principal: Jennifer Kasie	Phone: (727) 774-6900	92	106	98	102	108	115															
Madison, J.M. Elementary	3642 Cecilia Drive	New Port Richey, FL 34852	Principal: Hilda Martin	Phone: (727) 774-6800	72	61	73	75	56	62															
Manor Lake Elementary	12019 Lake Breeze Drive	New Port Richey, FL 34654	Principal: Edna Landahl	Phone: (727) 774-4900	113	113	110	112	104	121															
New River Elementary	4710 River Glen Boulevard	Wesley Chapel, FL 33546	Principal: Lynn Pabst	Phone: (813) 346-0500	105	98	107	111	95	89															
Northside Elementary	14302 Cobble Way	Hudson, FL 34662	Principal: Nicole Raymond	Phone: (727) 774-4700	111	100	108	125	99	88															
Oakleaf Elementary	12925 Lake Palmetto Road	Land O Lakes, FL 34630	Principal: Tamara Klumpp	Phone: (813) 346-1500	194	161	184	174	165	176															
Odessa Elementary	12810 Miraflores Road	New Port Richey, FL 34655	Principal: Teresa Love	Phone: (727) 246-3700	126	123	109	123	107	82															
Pasco Elementary	17350 Florida Avenue	Dade City, FL 33525	Principal: Katie Loh	Phone: (352) 524-5200	117	104	103	116	117	102															
Pinelawn Elementary	5333 Parkway Boulevard	Land O Lakes, FL 34630	Principal: Kathleen Cue	Phone: (813) 784-0500	117	108	101	133	142	123															
QUAIL HOLLOW SCHOOL CLOSED - STUDENTS TO BE ASSIGNED AT START OF 13-14 SCHOOL YEAR.					47	60	86	75	47	55															
Ridley Elementary	0693 Adams Street	New Port Richey, FL 34852	Principal: Kenneth Miesner	Phone: (727) 774-2500	115	89	89	104	86	74															
San Antonio Elementary	37812 Martin Luther King Boulevard	Dade City, FL 33523	Principal: Yvonne Reins	Phone: (352) 524-1100	65	110	109	130	102	119															
Sand Pine Elementary	29940 County Line Road	Wesley Chapel, FL 33543	Principal: Scott Adams	Phone: (813) 784-1900	89	110	107	109	103	124															
Schneider Elementary	11341 Little Road	New Port Richey, FL 34654	Principal: Tammy Serpyhill	Phone: (727) 774-5900	95	91	82	92	77	89															
Seven Oaks Elementary	27833 Myrtle Oak Boulevard	Wesley Chapel, FL 33543	Principal: Sherry Ray	Phone: (813) 784-0700	150	139	161	158	166	144															
Seven Springs Elementary	5025 Mitchell Ranch Road	New Port Richey, FL 34655	Principal: Vicki Games	Phone: (727) 774-9500	92	89	73	89	82	95															
Sunray Elementary	4815 Sunray Drive	Holaday, FL 34890	Principal: Lee Anne Yackey	Phone: (727) 774-8100	62	91	62	82	76	85															
Taylor, G.W. Elementary	3834 Morris Bridges Road	Zephyrhills, FL 33543	Principal: Julie Marks	Phone: (813) 784-5000	84	106	87	88	60	60															
Tinley Elementary	2329 Duck Slough Boulevard	New Port Richey, FL 34655	Principal: Coriney Gant	Phone: (727) 774-9500	95	91	83	85	78	82															
Tinley Oaks Elementary	1827 Tinley Oaks Boulevard	New Port Richey, FL 34655	Principal: Allison Holdings	Phone: (727) 774-4200	104	106	100	141	116	114															
Valiant Elementary	26940 Progress Parkway	Wesley Chapel, FL 33544	Principal: Denise Bushy	Phone: (813) 346-1400	128	133	133	128	143	122															
Watergrass Elementary	32750 Overpass Rd.	Wesley Chapel, FL 33545	Principal: Scott Mitchell	Phone: (813) 346-0800	64	93	82	87	90	67															
Wesley Chapel Elementary	30243 Wells Road	Wesley Chapel, FL 33545	Principal: Edward Abernethy	Phone: (813) 784-0100	102	102	105	100	106	108															
West Zephyrhills Elementary	37900 11th Avenue	Zephyrhills, FL 33542	Principal: Wendy Lens	Phone: (813) 784-6300	150	132	110	136	116	109															
Woodland Elementary	38203 Henry Drive	Zephyrhills, FL 33542	Principal: Kimberly Poe	Phone: (813) 784-6400	141	147	133	163	142	123															
					4694	4638	4627	5076	4322	4857															
Bayonet Point Middle	11125 Little Road	New Port Richey, FL 34654	Principal: Michael Asbell	Phone: (727) 774-7400							273	243	273												
Centennial Middle	38605 Centennial Road	Dade City, FL 33523	Principal: Rick Swyer	Phone: (352) 524-8700							202	226	216												
Chasco Middle	7792 Ridge Road	Port Richey, FL 34656	Principal: David Hoyek	Phone: (727) 774-1300							248	238	272												
Craws Lake K-8 School	16144 Shady Hills Road	Spring Hill, FL 34610	Principal: Thomas Berner	Phone: (727) 246-1500	87	64	72	55	56	78	243	253	272												
Gulf Middle	16418 Louisiana Avenue	New Port Richey, FL 34659	Principal: Stanley Tress	Phone: (727) 774-8000							271	265	260												
Hudson Middle	14540 Cobble Way	Hudson, FL 34669	Principal: Terry Holbeck	Phone: (727) 774-8200							242	275	283												
Loos, Dr. John, Middle	2025 Mansfield Boulevard	Wesley Chapel, FL 33543	Principal: Christine Wolff	Phone: (813) 346-6200							527	543	544												
Pasco Middle	13926 14th Street	Dade City, FL 33522	Principal: Kimberly Anderson	Phone: (352) 524-6400							255	297	258												
Pine View Middle	5334 Fajonay Boulevard	Land O Lakes, FL 34639	Principal: Jennifer Crosby	Phone: (813) 784-4800							258	312	290												
Ridge Middle	11948 Town Center Road	New Port Richey, FL 34654	Principal: Jason Johns	Phone: (727) 774-7000							328	394	332												
Rushie, Charles S., Middle	18654 Marinmore Boulevard	Land O Lakes, FL 34636	Principal: David Sajama	Phone: (813) 346-1200							418	408	485												
Seven Springs Middle	2441 Little Road	New Port Richey, FL 34655	Principal: Christopher Cunningham	Phone: (727) 774-6700							245	481	340												
Smith, Paul R., Middle	1410 Eveshalm Drive	Holaday, FL 34691	Principal: Marie Faltstein	Phone: (727) 246-3200							328	362	354												
Stewart, R.B., Middle	36005 Tenth Avenue	Zephyrhills, FL 33542	Principal: Shae Davis	Phone: (813) 784-6500							393	332	354												
Veighman, T.E., Middle	30549 Wells Road	Wesley Chapel, FL 33545	Principal: Brandon Brantle	Phone: (813) 784-9200							395	437	407												
					57	84	72	35	68	79	4882	5094	5008												

CONTRACT REVIEWED
AND APPROVED:

Ww 8-9-13

Attachment A – Discovery Education Assessment, LLC

- A) 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

[Signature] 8/1/13
School Administrator Date

[Signature] 8-9-13
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.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).

6
CONTRACT REVIEWED
AND APPROVED:
CW 8.9.13

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

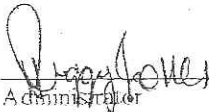
District of School Board of Pasco County


By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

 _____
Administrator

 _____
Date

CONTRACT REVIEWED
AND APPROVED:
 8-9-13