



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

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

July 23, 2013

MEMORANDUM

TO: Honorable School Board Members

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

RE: Pasco eSchool
End User Agreement
Compass Learning

The attached contract between Compass Learning and Pasco eSchool is being forwarded to the Board for approval. As you recall, in accordance with Florida Statutes 1002.37 and 1002.415 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district must provide eligible K-12 students with the option of participation in a virtual instructional program.

At this time we are requesting Board approval to enter into the attached End User Agreement. This agreement will allow the District to access Compass Learning to obtain Odyssey K-12 Curriculum (see attached quote SO-190729-043732 and Quote SO-190727 & SO-197204). The anticipated expenditures will be \$63,800, and funded through FTE earned by students enrolled in grades K-5 when they meet the requirement for promotion at the end of the school year.

The contract will cover the period of July 23, 2013 through June 30, 2014. This contract has been reviewed and approved by Nancy Alfonso, School Board Attorney, on June 20, 2013. Please see the attached memo from Ms. JoAnne Glenn, Principal for Pasco eSchool, for additional information.

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). Compass Learning is the copyright/publisher of this computer software.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

MJW/dr
Attachment(s)

Date/Time: July 16, 2013 09:48:00

(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

Pasco eSchool
JoAnne Glenn, Principal
813/ 346-1901 FAX: 813/ 346-1991
E-MAIL: jglenn@pasco.k12.fl.us

June 24, 2013

To: Michael Woodall, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool

Subject: Request for Contract Approval (Compass Learning)

In accordance with Florida Statute 1002.415, 1002.37 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of participating in a virtual instruction program. The program makes instruction available to students using online and distance learning technology in the nontraditional classroom.

To provide the elementary students enrolled in Pasco eSchool with a variety of learning opportunities and to bring the curriculum and operation of the program into closer alignment with our traditional schools, Pasco eSchool requests renew its contract with the following provider:

- Compass Learning, Inc.

Our relationship with Compass Learning, Inc. offers the District an opportunity to use digital curriculum developed by a vendor, with direct instruction provided by our own teachers. Such a model will allow for more support for mathematics and writing instruction, along with opportunities to serve students in need of a blended schedule model.

The costs associated with any resulting contract will be funded through FTE earned by students enrolled in grades K-5 when they meet the requirements for promotion at the end of the school year.

Contract # 2013001077



RECEIVED

6/12/2013 [Signature]



CompassLearning Inc. Price Quote
PASCO CO SCHOOL DISTRICT* (142457)
SO-190727-043730 & 197204-042193

Date: 5/31/2013
Quote #: SO-190727 & SO-197204
Total: \$17,500.00

Site	Description	Product Code	End Date	Quantity	Total Price
Pasco E-School (AC-1172597)	Odyssey K-12 Single User	SUBALL	6/30/2014	100	\$9,000.00
Pasco E-School (AC-1172597)	Odyssey Basic Overview Onsite	PDOVO	6/30/2014	1	\$1,750.00
Pasco E-School (AC-1172597)	Odyssey Instructional Coaching Onsite	PDINC	6/30/2014	1	\$1,750.00
Pasco E-School (AC-1172597)	Align Tier 1	PDA1	6/30/2014	1	\$1,750.00
Pasco E-School (AC-1172597)	Processing Fee	SHIP		1	\$50.00
Pasco E-School (AC-1172597)	Hosted New H8 and H5	DELHOSNEWKHS			\$0.00
FL - Pasco E-School (AC-1275126)	Renzulli Annual Single User License	SUBUSERZ	6/30/2014	100	\$3,200.00
					\$17,500.00

All pricing shall be valid for 30 days from the date of this quote. All prices are net thirty (30) days from the date of invoice. All applicable taxes, if any, shall be paid by Customer. Past due invoices shall accrue interest at the rate of 1.5% per month. All products are shipped FOB CompassLearning. Financing shall be subject to credit approval. In the event of any conflict or inconsistency between the quote documents (including Exhibits, Terms and Conditions or the End User Agreement) and Customer's purchase order, the quote documents shall control. CompassLearning Inc. 209 Colorado, Austin, TX 78701. For more information please view the Terms and Conditions at: <http://www.compasslearning.com/terms.html>

CONTRACT REVIEWED
AND APPROVED:
Cww 6.25.13

Quote #: SO-190727-043730



As Seen And Agreed By:

Michael J Woodall
Signature

Michael J Woodall
Print Name

Purchasing Agent
Title

6.25.13
Date

Requested Installation Date

Gina Rivera
Gina Rivera
Director, Business Administration
Compass Learning, Inc.

Site Contact For Installation:

JoAnne Glenn
Name

Principal
Title

813 346 1900
Phone #

jglenn@pasco.k12.fl.us
Email Address to send user/password info

Order Should Be Shipped To The Following Address:

7227 Land O'Lakes Blvd
Land O'Lakes, FL 34638

Not valid without a purchase order.
Fax entire quote and order documentation to 512-391-1703.

All pricing shall be valid for 30 days from the date of this quote. All prices are net thirty (30) days from the date of invoice. All applicable taxes, if any, shall be paid by Customer. Past due invoices shall accrue interest at the rate of 1.5% per month. All products are shipped FOB Compass Learning. Financing shall be subject to credit approval. In the event of any conflict or inconsistency between the quote documents (including Exhibits, Terms and Conditions or the End User Agreement) and Customer's purchase order, the quote documents shall control. Compass Learning Inc, 203 Colorado, Austin, TX 78701. For more information please view the Terms and Conditions at: <http://www.compasslearning.com/terms.html>



Primary Purchase Driver:

- 21st Century Skills
- Blended Learning
- Credit/Grade Recovery or Retrieval
- Customized Alignments
- Differentiated Instruction
- Extended Day Programs/Extended Year Programs
- Foundation Curriculum Instruction and Support
- Improving Teacher Effectiveness
- Other
- Preparation for Common Core
- Preparation for state, end-of-course, key standardized tests
- Response to Intervention or Tiered Intervention
- Special Education
- Virtual School Programs

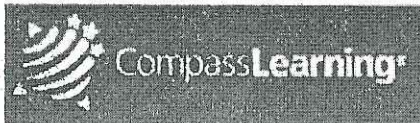
Primary Funding Resource:

- Federal
- Local
- Other
- State

Decision Level:

- District Level
- Site Level

CONTRACT REVIEWED
AND APPROVED:
RW 6-25-13



CompassLearning Inc. Price Quote
PASCO CO SCHOOL DISTRICT* (142457)
SO-190729-043732

Date: 06/07/2013
Quote #: SO-190729-043732
Total: \$46,300

Quote #: SO-190729-043732

Site	Description	Product Code	End Date	Quantity	Total Price
Pasco E-School (AC-1172597)	Odyssey K-12 Multi User	SUBALLM	06/30/2014	100.0	\$42,750
Pasco E-School (AC-1172597)	Odyssey Basic Overview Onsite	PDOVO	06/30/2014	1.0	\$1,750
Pasco E-School (AC-1172597)	Odyssey Instructional Coaching Onsite	PDINC	06/30/2014	1.0	\$1,750
Pasco E-School (AC-1172597)	Processing Fee	SHIP		1.0	\$50
Pasco E-School (AC-1172597)	Hosted New- K8 and HS	DELHOSNEWKHS		1.0	\$0

Total: \$46,300
Tax: \$0

Grand Total: \$46,300

CONTRACT REVIEWED
AND APPROVED:
Jew 6-25-13

Quote #: SO-190729-043732



As Seen And Agreed By:

Michael J Woodall
Signature

Michael J Woodall
Print Name

Purchasing Agent
Title

6.25.13
Date

Requested Installation Date

Gina Rivera 6/7/13
Gina Rivera
Director, Business Administration
Compass Learning, Inc.

Site Contact For Installation:

JoAnne Glenn
Name

Principal
Title

833 346 1900
Phone #

jglenn@pasco.k12.fl.us
Email Address to send user/password info

Order Should Be Shipped To The Following Address:

7227 Land O'Lakes Blvd
Land O'Lakes, FL 34638

Not valid without a purchase order.
Fax entire quote and order documentation to 512-391-1703.



Primary Purchase Driver:

- 21st Century Skills
- Blended Learning
- Credit/Grade Recovery or Retrieval
- Customized Alignments
- Differentiated Instruction
- Extended Day Programs/Extended Year Programs
- Foundation Curriculum Instruction and Support
- Improving Teacher Effectiveness
- Other
- Preparation for Common Core
- Preparation for state, end-of-course, key standardized tests
- Response to Intervention or Tiered Intervention
- Special Education
- Virtual School Programs

Primary Funding Resource:

- Federal
- Local
- Other
- State

Decision Level:

- District Level
- Site Level

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AND APPROVED:
AW 6-25-13

Contract # 201801077

END USER LICENSE AGREEMENT

PLEASE READ THIS CONTRACT CAREFULLY. BY CLICKING THE ACCEPT BUTTON OR ACCESSING THE SOFTWARE, YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT CONTINUE TO ACCESS OR USE THE SOFTWARE.

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“Customer” means You if you are the purchaser listed on the Commercial Terms or if You are a person able to bind the purchaser listed on the Commercial Terms.

“Virtual School” means a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of the tutoring provider and such services are the primary purpose of enrollment by Student Clients; and (c) with respect to (a) and (b) a Virtual School is not a school that sells licenses or access to Compass Software on a standalone basis or sells licenses or access to Compass Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

“You” means an Authorized User and Customer unless the usage indicates that it means only Authorized User or Customer.

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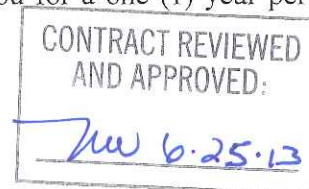
10. **Support Services:** If the Commercial Terms indicate that support services are included, Compass will provide you with such support services Monday through Friday 7:00 a.m. to 7:00 p.m. CST. You shall be entitled to utilize Compass' toll-free number during the hours of availability set forth herein. Service coverage does not include Compass' locally observed holidays or weather related closures. Support services are available via telephone, email and live online support. Toll Free: 800.678.1412, Email: support@Compasslearning.com, Web: <http://support.compasslearning.com> ("Compass Portal"). All service tickets shall be opened through the Compass Support Center page to document and track the service ticket through Compass's internal support tracking system. A support service ticket is defined as a unique question or problem as recorded in a single service ticket ("Incident") in Compass' support tracking system.

Compass is only obligated to support a prior version of the Software for eighteen (18) months from new release. The support services provided by Compass shall become effective on the date of the Commercial Terms and shall remain in effect for the period specified in the Commercial Terms, or if not therein specified for one (1) year and shall be automatically renewed for successive annual terms unless You provide Compass or Compass provides You no less than thirty (30) days prior written notice before the expiration of then current term. All renewal fees shall be due and payable upon receipt of an invoice from Compass. For all renewal terms, the fee for such support shall be Compass' published list prices then in effect. Renewals not secured prior to expiration of term may be subject to reinstatement fee.

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11. **Professional Development:** If the Commercial Terms indicate that professional development services are included ("Professional Development"), such Professional Development services shall be available for use by You for a one (1) year period from



the date of purchase unless otherwise stated in Commercial Terms. Any Professional Development services purchased but not scheduled and delivered within one (1) year shall be forfeited without refund.

As a condition to receiving Professional Development services from Compass: (a) You shall be responsible for the dissemination, to Your software administrators and Your end users, of all materials provided by Compass; (b) You shall be required to schedule in advance the Professional Development services purchased so that the services are scheduled and delivered prior to one year from the date of purchase; (c) You shall be required to provide a minimum seventy two (72) hour rescheduling or cancellation notice for Professional Development services. If the seventy two (72) hour notice is not provided by You, the services shall be deducted and forfeited from the available services purchased.

Compass shall have the right to suspend Professional Development services in the event You fail to make any required payment. Professional Development services may be terminated by Compass, if Professional Development services are not scheduled and delivered within one (1) year from the date of purchase or if the seventy two (72) hour cancellation notice is not provided by You.

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13. **Fees and Payment:** You shall pay or cause to be paid the fees specified in the Commercial Terms in accordance with the payment terms specified therein. Fees are not refundable. The fees and other amounts required to be paid are exclusive of taxes. You shall remit to Compass all taxes which Compass is required to collect or remit to applicable tax authorities. Such provision does not include Compass's income or franchise taxes. If You claim tax exempt status, You shall be required to timely furnish Compass with a valid tax exemption certificate. All amounts are payable in U.S. dollars.
14. **Term; Termination:** This Agreement and Your rights to use this Software automatically terminates if You fail to comply with any provisions of this Agreement, including, without limitation, failure to pay fees specified in the Commercial Terms. Upon termination of this Agreement, You will immediately cease using the Software and will deliver to Compass the Software in Your possession, or if Compass agrees, destroy the Software in Your possession.
15. **Governing Law:** This Agreement will be governed and interpreted by the laws of the State of Texas, USA. Exclusive jurisdiction and venue for all disputes will be in the state and federal courts residing in Austin, Texas. You expressly consent to the exercise of jurisdiction over You in the above venue of any court of competent jurisdiction and waive any right You may have to have the action tried or determined in a different venue. You consent to an injunction or other equitable relief, without bond, if sought by Compass due to Your breach of any of the terms of this Agreement. If Compass employs attorneys to enforce any rights arising out of or related to this Agreement and prevails in such action, Compass shall be entitled to recover its reasonable attorney's fees and costs from You.
16. **General Conditions:** If any provision of this Agreement is found void, invalid or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. The Agreement sets forth the entire

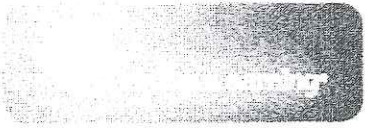


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17. **Acceptance of Terms and Conditions of this Agreement:** Compass has agreed to extend to You the rights set forth herein in reliance on Your agreement to the terms of this Agreement. By Your use of the Software, You agree to be bound by the terms and conditions set forth herein without the need for any signature to this Agreement by You or Compass.



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4/17/13



May 2, 2013

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Sincerely,
CompassLearning, Inc.

Gina Rivera
Director, Business Administration
CompassLearning, Inc.
203 Colorado St.
Austin, TX 78701

Sole Source Appendix

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CompassLearning Curriculum

Odyssey Reading/Language Arts K-8
Odyssey Mathematics K-8
Odyssey Matemáticas K-6
Odyssey Writer
Odyssey Algebra
Odyssey Supplementary Science
Odyssey Supplementary Social Studies
MS Science – Nature of Science
MS Science – Life Science
MS Science – Physical Science
MS Science – Earth and Space Science
OHS Algebra 1
OHS Algebra 2
OHS Geometry
OHS Trigonometry
OHS Pre-Calculus
OHS Biology
OHS Physical Science
OHS Chemistry
OHS Physics
OHS US History 1
OHS US History 2
OHS US Government
OHS World History
OHS English I
OHS English 2
OHS English 3 – American Literature
OHS English 4 - British Literature
OHS Civics
OHS Integrated Physics and Chemistry
OHS World Geography
OHS Earth Space Science
OHS Health
OHS Economics/Personal Finance
OHS Math Models
OHS Math 1
OHS Math 2
OHS Math 3
OHS Math 4
Brain Buzzers®
Thematic Research Projects
MS Science - MindKeepers™

Assessment

CompassLearning Explorer
TX Focus Math Assessment - Texas
Assessment Designer
Custom Test Builder
College Readiness

Management Systems

CompassLearning Odyssey® Manager

Renzulli Learning System
Renzulli Profiler™
Renzulli Enrichment Resource Search
Engine
Renzulli Learning Wizard Project Maker
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