



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/ 794-2112

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

352/ 524-2221 e-mail: mwoodall@pasco.k12.fl.us

August 6, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

SUBJECT: Contract with Pearson Forward

The District has enjoyed a long relationship with Pearson Forward, formerly Pearson Education, Inc. and Pearson Learning Solutions. Pearson provides the District integrated curriculum for reading, math, science and social studies and aligned thinking and academic success skills. Vanessa Hilton, Director, Office for Teaching and Learning is requesting approval of the attached contract with Pearson Forward for the 2013-2014 school year.

The terms and conditions of this contract are the same as agreements signed by the Board in the past and have been reviewed by the Board's Attorney. The materials covered under this contract are exempt from the competitive pricing requirements as out lined in DOE's Section 6A-1.012(7). The costs for the materials and training associated with this agreement will be \$103,215 and will be funded from the Instructional Materials and Title II accounts.

At this time, we respectfully request approval of the attached contract with Pearson Forward. If you have any questions please contact Ms. Hilton or me at your earliest convenience.

Date/Time: July 30, 2013 09:53:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

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

Office for Teaching and Learning
Vanessa Hilton, Director
813/ 794-2246 727/ 774-2246
352/ 524-2246 Fax: 813/ 794-2112
e-mail: vhilton@pasco.k12.fl.us

MEMO # CIS-DIR-14-001

August 6, 2013

TO: Mike Woodall, Director, Purchasing Services
FROM: Vanessa Hilton, Director, Office for Teaching and Learning
SUBJECT: Pearson Forward

In the past 6 years, student scores at the high school level have not yielded the accelerated results needed for each and every student to be college, career and life ready. Therefore, we are asking for an additional curriculum resource, Pearson Forward, which is an integrated curriculum for reading, math, science and social studies and aligned thinking and academic success skills.

Funding the purchase of this new curriculum resource will come from the Instructional Materials and Title II accounts. The costs to the District associated with this agreement are as follows:

Materials including Trade Books and Classroom Libraries;
Professional Learning services and supports provided by Pearson.

This curriculum resource provides students with opportunities to practice activities and assignments aligned with Common Core State Standards (CCSS) across multiple disciplines. In addition, teachers and administrators as well as district literacy leaders are able to pull on going progress monitoring reports completely aligned to CCSS in order to inform instruction and establish better conditions for each and every student to be successful.

cc: Amelia Van Name Larson, Assistant Superintendent for Student Achievement
Olga Swinson, Chief Finance Officer
Beth Brown, Learning Community Executive Director
Monica Ilse, Ed.D, Learning Community Executive Director
David Scanga, Ed.D, Learning Community Executive Director
Todd Cluff, Learning Community Executive Director
Wendy Spriggs, Supervisor, Office for Teaching and Learning



AGREEMENT

August 8, 2013
Date

THIS AGREEMENT ("Agreement") is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 1919 M Street, NW, Suite 600, Washington, DC 20036 ("**Pearson**"), and the school, school district or other entity executing this Agreement below ("**Customer**").

WHEREAS, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain professional services and, as applicable, associated materials;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Pearson's delivery of the professional services and associated fees contemplated by this Agreement is subject to the terms and conditions which are attached as **Exhibit A**.
- 2. The specific professional services and associated fees to be delivered hereunder by Pearson to Customer are set forth in the attached **Exhibit B**. Pearson will deliver the services described in **Exhibit B** during the period commencing August 8, 2013 and expiring on June 30, 2014 (the "**Service Delivery Term**"). Customer represents and warrants that it has obtained an appropriation of funds sufficient to meet its obligations hereunder and further represents and warrants that it intends to maintain this Agreement in effect for the full Service Delivery Term and will seek appropriation of sufficient funds to make all payments due hereunder during the term hereof.
- 3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

	DISTRICT SCHOOL BOARD OF PASCO COUNTY (Name of Customer)		NCS PEARSON, INC.
By:		By:	FF23B73BC0394DA <i>Matt Stricker</i> DocuSigned By: (Signature)
	(Signature)		
Print Name:		Print Name:	Matt Stricker
Title		Title	Vice President, Finance
Contact	Amelia Van Name Larson, Asst Supt for Student Achievement	Contact	Pat Whiteaker, Contracts Office
Address	7227 Land O' Lakes Blvd. Land O'Lakes, FL 34638	Address	1919 M Street, NW, Suite 600 Washington, DC 20036
Phone	813-794-2650	Phone	202-783-3668/202-378-2173
Fax		Fax	202-783-3672
Email	avanname@pasco.k12.fl.us	Email	pat.whiteaker@pearson.com

CONTRACT REVIEWED
AND APPROVED:

MW 7.30.13

EXHIBIT A
TERMS AND CONDITIONS

NCS Pearson, Inc. ("**Pearson**") has agreed to provide certain professional services to the school, school district or other entity ("**Customer**") named in the Agreement to which these terms and conditions are attached. By Customer's execution of the Agreement, Customer acknowledges that Customer has reviewed these terms and conditions and agrees that Pearson's and Customer's respective rights and obligations with respect to the services that are contemplated by the Agreement will be governed hereby.

- 1. SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish, in accordance with this Agreement, those professional services (the "**Services**") that are described in **Exhibit B** of this Agreement. The Services will be scheduled at mutually agreed upon times and dates.
- 2. PROJECT MANAGER.** Each party shall designate one of its employees or consultants to serve as project manager. The Customer's project manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's project manager shall be responsible for managing the Services provided to Customer. Either party may replace its project manager upon written notice to the other.
- 3. CUSTOMER RESPONSIBILITIES.** Customer shall, at Customer's expense, furnish Pearson with all information, facilities or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's applicable data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.
- 4. FEES.** Customer agrees to pay Pearson the fees specified in the Agreement. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.
- 5. TERM; TERMINATION.** This Agreement is effective from the date on which it is executed by Customer and shall remain in force until the earlier of termination by either party in accordance with the terms hereof or the completion of Services. Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Sections 6, 7 and 8 shall survive the termination of this Agreement.
- 6. OWNERSHIP RIGHTS.** If Pearson provides Customer with any documentation, manuals, software, access to online content, and/or any other materials (collectively, "**Materials**") as a result of the provision of Services, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal purposes; and (c) all software provided to customer shall be provided in accordance with the terms and conditions of this Agreement and any accompanying license/terms of use. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. To the extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

- 7. WARRANTIES; LIMITATIONS.** Pearson warrants that the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. PEARSON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PEARSON DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

- 8. LIMITATION OF LIABILITY.** PEARSON SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST SAVINGS, LOST FUNDING, OR LOSS OF BUSINESS OR DATA, ARISING FROM THIS AGREEMENT OR THE PROVISION OF THE SERVICES AND MATERIALS PURSUANT THERETO, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING FROM THIS AGREEMENT AGAINST PEARSON, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND



DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER FOR THE APPLICABLE SERVICES OR MATERIALS ON WHICH THE CLAIM IS BASED.

9. FORCE MAJEURE. In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable as a result of its inability to do so. In addition, neither party shall be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

10. GOVERNING LAW. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Florida, without regard to its principles of conflicts of laws.

11. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

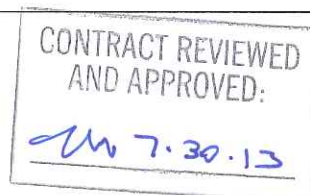
12. WAIVER. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term of this Agreement constitutes a consent to any subsequent breach.

13. NOTICE. All notices to be given in connection with this Agreement shall be in writing and either delivered by hand, sent by overnight courier, or sent by certified or registered mail, return receipt requested. Such notices shall be addressed to the applicable party at the address for such party set forth on the signature page hereof or to such other address as a party may designate by notice pursuant hereto.

14. ASSIGNMENT. This Agreement is binding upon and will inure to the benefit of the parties' respective successors and assigns. Customer may not assign its rights or delegate its obligations under this Agreement to a third party without Pearson's prior written consent. Any attempt to do so shall be null and void. Pearson may sub-contract or assign/delegate any of its rights and duties under this Agreement to any third party without the consent of Customer.

15. INDEPENDENT CONTRACTORS. The relationship of Pearson and Customer hereunder shall be solely that of independent contractors. Pearson and Customer each acknowledge and agree that neither one shall be the employee, employer, agent, legal representative, partner or joint venturer of the other. Neither Pearson nor Customer shall have, or hold itself out as having, the right or authority to assume or create any obligation or responsibility, whether express or implied, on behalf of or in the name of the other. Each of Pearson and Customer shall assume complete responsibility for obligations under federal and state employers' liability, workmen's compensation, social security, unemployment insurance, occupational safety and health administration laws and other federal, state and local laws with respect to its own employees.

16. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. Customer acknowledges and agrees that Pearson reserves the right to have the services or products, which are the subject matter of this Agreement, delivered, in whole or in part, by one or more of its affiliates, subcontractors, or consultants. This Agreement shall not be modified or amended without the written agreement of both parties.



**EXHIBIT B
SERVICES AND FEES**

**SCHEDULE A
SCOPE OF WORK
Pearson FORWARD
School Year 2013-2014**

Pearson will provide the following professional development training, embedded coaching, digital curriculum and materials to:

Name of District: District School Board of Pasco County
Name of School: Odessa Elementary School

PEARSON FORWARD

Forward is a K-5 instructional system of services, tools and curriculum designed to help transform the way teaching and learning takes place. The curriculum component is built around Thinking and Academic Success Skills (TASS) that teach children to think critically and develop key habits of mind for college, career, and civic life. It provides integrated learning across reading, writing, mathematics, science and social studies, including a learning hub of select materials from Pearson's market-leading and classroom-tested programs.

SCOPE OF WORK

Pearson will work collaboratively with the District to develop a plan for successful implementation of Pearson Forward. Implementation for year one will include:

- Forward integrated curriculum for reading, writing, math, science and social studies and aligned to the thinking and academic success skills, animations, videos, interactive games, student lesson pages and teaching support, embedded professional development, Success Skills Assessments, and Content-area Formative Assessments.
- Implementation begins at grades K-2 in 2013-2014, [grades 3-5 are added in 2014-2015].
- 16 days of professional development and job-embedded support per school in 2013-2014

<p>Professional Development 4 days at the start of the year; 2 days throughout school-year. Targeted to audience:</p> <ul style="list-style-type: none"> • Whole School • Leaders • Lead Teachers • Teachers 	<p>Job-Embedded Coaching and Monitoring 10 days throughout the school year. Targeted to audience and based on progress monitoring:</p> <ul style="list-style-type: none"> • Job-embedded coaching and mentoring • Team support and guidance • Implementation Observation and Reporting • Problem Solving and Support
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- Leveled Reader Library with 20 titles per DRA level to support small-group reading in both fiction and nonfiction
- Trade Book Library that supports whole-group reading instruction
- Access to Pearson SuccessNetPlus platform for all instructional staff



The Scope of Work, including license, professional development and classroom materials, related to implementing subsequent years of the program will be provided upon extension of the term of the agreement between Pearson and the District, subject to mutual written amendment. Following is a price schedule for three years for implementation in Odessa Elementary School:

Description	Odessa Elementary School	Total Price
Curriculum and Services, Price Per School, Year 1 (16 days)	\$80,115	<u>Year 1</u> \$103,215
Trade Books and Classroom Libraries, Year 1, Gr. K-2 (7 teachers/grade)	\$23,100	
Curriculum and Services, Price Per School, Year 2 (16 days)	\$92,975	<u>Year 2</u> \$110,575
Trade Books and Classroom Libraries, Year 2, Gr. 3-5 (7 teachers @ gr. 3, 5 teachers at gr. 4, 4 teachers at gr. 5)	\$17,600	
Curriculum and Services, Price Per School, Year 3 (6 days)	\$52,905	<u>Year 3</u> \$52,905
Total, Years 1-3		\$266,695

CONTRACT REVIEWED
 AND APPROVED:
ZW 7.30.13

**Schedule B
PRICE AND PAYMENT SCHEDULE**

Name of District: District School Board of Pasco County

Description	Price	Qty		Extended Price
Pearson Forward for Odessa Middle School:				
Pearson Forward One Year License and 16 days professional development Services			\$	80,115
Trade Books and Classroom Libraries	\$1,100 ea	21	\$	23,100
TOTAL PRICE				\$ 103,215

District will pay Pearson in accordance with the following schedule:

- (1) Trade Books and Classroom Libraries, \$23,100, will be invoiced upon receipt.
- (2) Licenses and services, \$80,115, will be invoiced as follows:
 - (i) \$38,115 will be invoiced upon signing, and
 - (ii) \$21,000 will be invoiced November 30, 2013, and
 - (iii) \$21,000 or the balance will be invoiced February 28, 2014.

Invoices will be sent to:

District Name	District School Board of Pasco County
Attn:	Amelia Van Name Larson, Ass't. Superintendent
Address	7227 Land O' Lakes Blvd.
City, State, ZIP	Land O' Lakes, FL 34638
Phone	813-794-2650
FAX	
Email	avanname@pasco.k12.fl.us

Payments or remittances should be sent to:

Remit by Check to: NCS Pearson, Inc. 13036 Collection Center Drive Chicago, IL 60693	Remit by Wire or ACH to: Bank of America Account Name: NCS Pearson Inc. ACH: #071-000-039 WIRE: #0260-0959-3 Account No: 81881-05388 SWIFT: BOFAUS3N (Include invoice number in transmission)
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CONTRACT REVIEWED
 AND APPROVED:
MW 7.30.13