



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

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

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

August 12, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, Purchasing Agent *NW*

SUBJECT: Approval Request – Discovery Education Agreement

MUNIS Contract Number	2015000185
Department	Office for Accountability, Research, and Measurement
Contact Information	Debra Reaves, Purchasing Services, Ext. 42219
Vendor Name	Discovery Education
Reference	Formative Assessment Program Agreement
Contract Period	Annually
Term Dates	Upon Board approval through 6/30/2015
Funding Source	Title I and Title II Funds
Expenditure Amount	\$363,135.60
School Board Attorney Approval	Previously approved 8/1/2013
Other	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. Discovery Education is the copyright holder of this computer software.

Date/Time: August 6, 2014 09:38:00

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

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



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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 12, 2014

To: Nicole Westmoreland, MBA, 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 to continue the Formative Assessment Program Agreement between Discovery Education Assessment, LLC and the District School Board of Pasco County (DSBPC). The project will be split fifty percent between Title I and Title II funds.

District-wide benchmark assessments will be made available to students in grades 2-10 (and to include grades K and 1 for Denham Oaks Elementary and Oakstead Elementary) in mathematics, ELA, and science. Benchmark assessments are intended for administration during academic year (AY) 2014-2015 and will be available for online administration in the assessment center up to four times a year.

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

/jg

Date: June 17, 2014

To: Ms. Debra Reaves
Buyer Assistant
District School Board of Pasco County
20430 Gator Lane
Land O'Lakes, FL 34638

Re: Sole Source

Discovery Education Assessment, LLC is the sole copyright holder of the Product in Florida. The Product is not available in Florida except from Discovery Education Assessment, LLC. "Product" means the proprietary software currently known as Discovery Education Assessment that measures student performance and produces web-based reports summarizing class results and individual student mastery.

If you have any questions, please contact me at (240) 662-2837 or Joan_Kelly@discovery.com

Sincerely,

Digitally signed by

Joan Kelly-Smith

3225105-7A27A1A
Joan Kelly-Smith

Discovery Education Assessment, LLC



*to Pasco
AK*

**Assessment Services Contract ("Contract")
made 07/15/2014 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").
2. The "Term" shall be on the Effective Date and continue through 06/30/2015. "Effective Date" shall mean the date on which the Contract is signed by both parties.
3. The pricing for the Assessment Services (the "Fees") shall be as follows:

Quantity of Schools	Description	Price Per Student	No. of Students	Total
Discovery Education Assessment Services				
88	Discovery Education Predictive Assessment Package w/Progress Zone	\$7.60	47,781	\$363,135.60
Total				\$363,135.60

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.
5. Customer may purchase Assessment Services for additional students under this Contract by providing written notice to Discovery, setting forth the name and address of the school and the number of students per grade level for which Assessment Services are being purchased, (each, an "Additional Assessment Purchase Notice," to be submitted in the form of a purchase order). Upon receipt of an Additional Assessment Purchase Notice, the students enrolled in the schools in the grade levels referenced therein shall be added to this Contract. The Fees for the additional Assessment Services purchased shall be due and payable no later than thirty (30) days after receipt of invoice.
6. Customer may order tests in paper format by submitting a completed Paper Test Order Form (available upon request) and Purchase Order to Discovery.
7. 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.
8. 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 make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to 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.
9. 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.

CONTRACT REVIEWED
AND APPROVED:
C. Williams 7/31/14

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).

- 12. 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.
- 13. This Contract and any exhibits or attachments thereto contains 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: Nicole Westmoreland
(Signature Required)

By: _____

Title: Purchasing Agent

Title: _____

Printed Name: Nicole Westmoreland

Printed Name: _____

Date: 7/31/14

Date: _____

Ref. No. O6UJ9C001S7I

SCHOOL INFORMATION					Primary			Elementary/Middle School					High School				Totals	
School Name	School Address	City, State, Zip	Contact Person	Contact Phone/Email	K	1	2	3	4	5	6	7	8	9	10	11	12	
Anclote Elem.	3610 Madison St.	New Port Richey, FL 34652	Barbara Kleinsorge	727-774-3200			83	103	97	95								378
Calusa Elem.	7520 Orchid Lake Road	New Port Richey, FL 34653	Kara Merlin	727-774-3700			98	110	88	82								378
Centennial Elem.	38501 Centennial Road	Dade City, FL 33525	Cynthia Harper	352-524-5000			81	103	101	111								396
Chasco Elem.	7906 Ridge Road	Port Richey, FL 34668	Terri Mutell	727-774-1200			116	125	121	108								470
Connerton Elem.	9300 Flourish Drive	Land O Lakes, FL 34637	Aimee Boltze	813-346-1800			144	172	140	159								615
Cotee River Elem.	7515 Plathe Road	New Port Richey, FL 34653	Sharon Sacco Slusser	727-774-3000			109	108	97	96								410
R.B. Cox Elem.	37615 Martin Luther King Blvd	Dade City, FL 33523	Yvonne Reins	352-524-5100			64	60	48	53								225
Cypress Elem.	10055 Sweet Bay Court	New Port Richey, FL 34654	Jeanne Krapf	727-774-4500			117	143	119	133								512
Deer Park Elem.	8636 Trouble Creek Road	New Port Richey, FL 34653	Margie Polen	727-774-8900			85	101	99	106								391
Denham Oaks Elem.	1422 Oak Grove Boulevard	Lutz, FL 33559	Mardea Powers	813-794-1600	131	95	110	141	110	126								713
Double Branch Elem.	31500 Chancey Road	Wesley Chapel, FL 33543	Vaughnette Chandler	813-346-0400			157	140	140	150								587
Fox Hollow Elem.	8309 Fox Hollow Drive	Port Richey, FL 34668	Dawn Scilex	727-774-7600			71	104	86	88								349
Dr. Mary Giella Elem.	14710 Shady Hills Road	Spring Hill, FL 34610	George Papaemanuel	727-774-5800			84	120	92	107								403
Gulf Highlands Elem.	8019 Gulf Highlands Drive	Port Richey, FL 34668	Judith Cosh	727-774-7700			82	86	98	68								334
Gulf Trace Elem.	3303 Gulf Trace Boulevard	Holiday, FL 34691	Hope Schooler	727-774-6000			96	105	109	88								398
Gulfside Elem.	2329 Anclote Boulevard	Holiday, FL 34691	Christopher Clayton	727-774-6000			102	88	95	87								372
Hudson Elem.	7229 Hudson Avenue	Hudson, FL 34667	Tracy Graziaplene	727-774-4000			103	103	113	122								441
Lacoochee Elem.	38815 Cummer Road	Dade City, FL 33523	Latoya Jordan	352-524-5600			43	69	60	38								210
Lake Myrtle Elem.	22844 Weeks Boulevard	Land O Lakes, FL 34639	Jason Petry	813-794-1000			104	122	115	128								469
Mittie P. Locke Elem.	4339 Evans Avenue	New Port Richey, FL 34652	Adam Wolin	727-774-3100			78	89	83	89								339
Longleaf Elem.	3253 Town Avenue	New Port Richey, FL 34655	Jennifer Heptig	727-774-0800			105	108	114	110								437
James M. Marlowe Elem.	5642 Cecelia Drive	New Port Richey, FL 34652	Hilda Martin	727-774-8600			77	74	64	61								278
Moon Lake Elem.	12019 Tree Breeze Drive	New Port Richey, FL 34654	Elise Landahl	727-774-4600			119	103	116	103								441
New River Elem.	4710 River Glen Boulevard	Wesley Chapel, FL 33545	Lynn Pabst	813-346-0500			109	115	118	106								448
Northwest Elem.	14302 Cobra Way	Hudson, FL 34669	Nicole Reynolds	727-774-4700			105	120	97	96								418
Oakstead Elem.	19925 Lake Patience Road	Land O Lakes, FL 34638	Tamera Kimpland	813-346-1500	219	185	174	185	174	192								1129
Odessa Elem.	12810 Interlaken Road	New Port Richey, FL 34655	Teresa Love	727-246-3700			124	119	125	109								477
Pasco Elem.	37350 Florida Avenue	Dade City, FL 33525	Katie Lail	352-524-5200			103	127	99	115								444
Pine View Elem.	5333 Parkway Boulevard	Land O Lakes, FL 34639	Kathryn Coe	813-794-0500			102	117	125	149								493
Richey Elem.	6850 Adams Street	New Port Richey, FL 34652	Kenneth Miesner	727-774-3500			104	105	104	92								405
San Antonio Elem.	32416 Darby Road	Dade City, FL 33525	Michelle Berger	352-524-5300			114	126	113	97								450
Sand Pine Elem.	29040 County Line Road	Wesley Chapel, FL 33543	Scott Atkins	813-794-1900			107	107	108	113								435
Schrader Elem.	11041 Little Road	New Port Richey, FL 34654	Tammy Berryhill	727-774-5900			93	105	77	80								355
Seven Oaks Elem.	27633 Mystic Oak Boulevard	Wesley Chapel, FL 33543	Shirley Ray	813-794-0700			155	173	168	163								659
Seven Springs Elem.	8025 Mitchell Ranch Road	New Port Richey, FL 34655	Vicki Garner	727-774-9600			83	85	80	86								334
Sunray Elem.	4815 Sunray Drive	Holiday, FL 34690	Lee Anne Yerkey	727-774-9100			78	99	79	73								329
Chester W. Taylor Elem.	3638 Morris Bridge Road	Zephyrhills, FL 33543	Julie Marks	813-794-6900			104	92	71	78								345
Trinity Elem.	2209 Duck Slough Boulevard	New Port Richey, FL 34655	Cortney Gantt	727-774-9900			94	96	89	90								369

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).

REVIEWED
AND APPROVED:
[Signature]
11/30/14

Agreement:

This agreement is appended to and made supplement to that certain Assessment Services Contract between the parties on the Effective Date, 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: Nicole Westmoreland/klm
Authorized Signature

By: _____
Authorized Signature

Name: Nicole Westmoreland
Title: Purchasing Agent
Date: 7-31-14

Name: _____
Title: _____
Date: _____

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 in any other similar contracts offered by any public schools 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, 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.

Joan Kelly-Smith, SVP Date
Discovery Education Assessment, LLC

Riggy Jones 7/31/14

School Administrator Date

Nicole Westmoreland

Nicole Westmoreland, MBA Date 7/31/14
Purchasing Agent
District School Board of Pasco County

Up-dated 5/25/12

Attachment B

This Attachment A 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: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than once 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 secret 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=DisplayStatute&Search_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html

CONTRACT REVIEWED
AND APPROVED:
MW / Olson
9/30/14