



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 e-mail: mwoodall@pasco.k12.fl.us

September 17, 2013

MEMORANDUM

TO: Honorable School Board Members

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

RE: **Software Product License and Professional & Technical Services -
Imagine Learning
Contract # 2014000506**

The Office for Teaching and Learning requests approval for the purchase of Imagine Learning, a language and literacy software program used to help English Language Learners. Through the program, students will receive one-on-one instruction through engaging activities specifically designed to meet the needs of the individual child. This program was purchased for twelve pilot schools last year. At the end of the year, the demand for the program increased. As a result of the needs assessment and administration requests, the Title III grant has included the renewal and addition of more licenses for the 2013-2014 school year.

The effective dates for this contract for professional and technical services will be from September 17, 2013 thru September 16, 2014.

The product and services covered under these agreements are considered exempt from bidding as they are sole source procurement as outlined in DOE's Section 6A-1.012(1)(b).

At this time, we respectfully request your approval to enter into the attached agreement in the amount of \$215,000.00 between the District School Board of Pasco County and Imagine Learning. This contract was originally reviewed and approved by the School District's attorney, Nancy McClain Alfonso on August 25, 2011.

Should you have any questions regarding this matter, please contact Ms. Mary Grace Sabella, Supervisor or Ms. Vanessa Hilton, Director of Office for Teaching & Learning.

MJW/dp
Attachments

Date/Time: September 11, 2013 08:20:00



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Office For Teaching & Learning
Vanessa Hilton, Director
813/ 794-2446 727/ 774-2446
352/ 524-2446 Fax: 813/ 794-2112
email: vhilton@pasco.k12.fl.us

Memorandum
OTL-Title III-003-14

DATE: September 17, 2013

TO: Mike Woodall, CPPO, CPPB, Purchasing Agent

FROM: Mary Grace Sabella, Supervisor, Office for Teaching and Learning *MGS*
Vanessa Hilton, Director, Office for Teaching and Learning *WH*

SUBJECT: Approval of the Contract to Purchase Supplemental Instructional Materials from
Imagine Learning

Under No Child Left Behind, English Language Learners are afforded additional resources to assist them in their acquisition of the English Language, while still striving for and maintaining academic success in our schools. The Title III Grant is a federal entitlement grant designed to provide such resources to English Language Learners in the country. The District School Board of Pasco County uses this grant to purchase supplemental resources for the ELL students, families and teachers in the district.

Imagine Learning Education is a language and literacy software program that is used to assist ELL students in their English language development and literacy. The program was purchased for 12 pilot elementary schools last year, in which every ELL student at the school had their own license and the teachers were trained in how to utilize the program and analyze data provided by the program. At the end of the year, the demand for the program increased. As a result of the needs assessment and the administration requests, the Title III grant has included the renewal and addition of more licenses for the 2013-2014 school year.

The implementation plan includes installation and training to take place early in October, with students starting the program by the end of October. Further, the company will be including \$45,000.00 worth of free licenses if we follow this timeline.

Approval of the contract in the amount of \$215,000.00 between the District School Board of Pasco County and Imagine Learning will include the renewal of the current 1,400 licenses, 5 additional Professional Training Days and an additional 300 licenses for free, a \$45,000.00 savings. Pasco will have a total of 1,700 licenses that will expire on September 30, 2014.

MGS/tc

cc: Kurt Browning, Superintendent
Amelia Van Name Larson, Assistant Superintendent for Student Achievement
Ray Gadd, Assistant Superintendent for Administration and Operations
Dr. David Seanga, Learning Community Executive Director-Central
Todd Cluff, Learning Community Executive Director-Northwest
Beth Brown, Learning Community Executive Director
Monica Ilse, Ed.D, Learning Community Executive Director
John Simon, Director of Information Services



DISTRICT SCHOOL BOARD OF PASCO COUNTY
STANDARD CONTRACT FORM
PROFESSIONAL AND TECHNICAL SERVICES

NE W-9 CB Ins
EPLS FL DB SunBiz (Purchasing Use Only)

Requisition # _____
Contract # 201400506

THIS AGREEMENT, entered into as of the 30th day of August, 2013 by and between the District School Board of Pasco County, Florida, hereinafter referred to as the Board and Imagine Learning (individual/company name) of 191 River Park Drive (address), Provo (City), State of Utah, hereinafter referred to as the Consultant.

WITNESSETH THAT:

The Board and the Consultant do mutually agree as follows:

1. This contract is for professional, technical, or personnel services. The Consultant is and shall remain an independent consultant and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
2. The Consultant shall, in a satisfactory, competent, and professional manner, as determined by the Board, perform the following:

Annual Renewal of 1,400 Licenses - QT5755257475460

Training - 5 Additional Professional Training Day

The Board shall furnish services, data, and information, etc., to the Consultant as follows:

N/A

3. The Consultant shall commence performance of this Contract on the 17th day of September, 2013 and shall complete performance to the satisfaction of the Board no later than the 16th day of September, 2014.
4. The Board shall pay compensation and expenses to the Consultant as indicated. The honorarium for personal services shall be the standard ordinary and normal charges for the Consultant based upon his qualifications and the nature of services provided. If the Consultant is to be reimbursed for travel expenses, the expenses charged for travel shall not exceed those allowable under the customary practices and policies by the Board.

Annual Renewal of Licenses: 1,400 @ \$150⁰⁰ ea = \$210,000⁰⁰
Professional Training: 5 days @ \$1,000⁰⁰ per day = \$5,000⁰⁰

CONTRACT REVIEWED AND APPROVED:
9.5.13
(Purchasing Use Only)

The Board shall remit payment of the compensation in Section 4 as follows:

All expenses are detailed in attached document - Quote QT5755257475460

Total quote \$215,000.00

Payments are to be made via check & are
subject to Net 30 payment terms.

SUBJECT TO AN EXECUTED PURCHASE ORDER

5. It is agreed that this is a "Flat Fee" Contract. At no time will the amount paid to the Consultant exceed the amount in Section 4 without a written amendment endorsed by both the Board and the Consultant.
6. The Consultant shall maintain such records and accounts as will assure a proper accounting of compensation and reimbursement of expenses. These records will be retained for a period of three years and shall be made available upon request by the Board for audit purposes.
7. The Consultant shall make financial, program, progress, evaluation, and any other reports as may be requested from time to time by the Board.
8. The Consultant shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
9. The Consultant shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The Consultant 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. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
10. The Consultant may publish and copyright the results of this Contract without prior review by the Board, providing that:
 - a. Such publications acknowledge that the performance of this Contract was supported by the Board.
 - b. The Board reserves a royalty fee, nonexclusive or irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all the materials.
 - c. Consultant shall furnish twenty (20) copies of each publication to the Board and additional copies are available free upon request.
 - d. Such actions are in compliance with Chapter 286, Florida Statutes.
11. Any discovery or invention arising from, or developed as a result of this Contract shall be promptly reported to the Board to determine whether patent protection shall be sought to protect the public interest. Neither the Consultant nor any individual employee under this Contract shall have proprietary interest in any such discovery.
12. This Contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events.
13. Consultant, Imagine Learning, its individual members, officers, personnel, employees, agents, contractors, and assigns (hereinafter Consultant) hereby agrees to protect, defend, indemnify, release, and hold the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) harmless from and against any and all claims or law suits for damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

CONTRACT REVIEWED AND
APPROVED:

(Purchasing Use Only)

This form is a release, waiver, indemnification agreement, and hold harmless agreement, which acts to protect and release the School Board from any and all damages or injuries which may result from your participation in the aforementioned event.

Consultant agrees to release the School Board and hold the School Board harmless for any injuries or damages suffered by Consultant arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party.

Consultant agrees to protect, defend, indemnify, pay, and reimburse School Board for any and all claims paid, damages paid, judgments, attorney fees, costs, payments, and medical bills incurred by the School Board resulting from claims or lawsuits arising out of Consultant's participation in the aforementioned event, and which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

Consultant agrees that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. Consultant specifically acknowledges that its individual duty to indemnify the School Board for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.

14. The Board may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensations which are mutually agreed upon by and between the Board and the Consultant, must be incorporated in written amendment to this Contract.
 15. 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.
 16. This Contract and/or any and all parts thereof can be terminated without cause upon 30 days written notice by either party. Upon termination, the Consultant shall receive compensation and expenses to the date of termination, provided Consultant has fully performed as stated herein up to the termination and has not breached the terms and provisions of this Contract.
 17. The Consultant agrees that all papers, documents, evaluations, product, etc. are the property of the Board.
18. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

- a. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by the District's Human Resources Department. If any of the above applies to this Contract, you must have those individuals Level 2 fingerprinted and screened by the District's Human Resource Department prior to commencement of services or work.
- b. The Company/Consultant shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company/Consultant.

19. INSURANCE

The Vendor/Proposer shall purchase and maintain insurance for protection from claims under worker's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Vendor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Vendor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide.

CONTRACT REVIEWED AND
APPROVED:
W 9-5-13
[Purchasing Use Only]

Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. Public Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$200,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage	\$100,000.00

The Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Vendor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

20. 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 ("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 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.

CONTRACT REVIEWED AND
APPROVED:

aw 9-5-13
(Purchasing Use Only)

21. Other provisions: N/A

IN WITNESS WHEREOF, the Board and the Consultant have executed this Agreement as of this date.

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

PROFESSIONAL CONSULTANT

By: [Signature]
Superintendent or Purchasing Agent

By: [Signature]
Consultant

By: [Signature]
Department/School Administrator

IMAGING LEARNING
Social Security #: _____

(or) E.I.N. 01-0814204

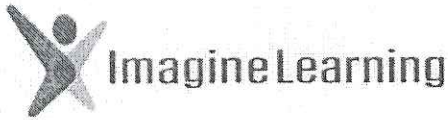
By: _____
Board Chair (If Over \$50,000)

Mailing Address:
171 River Park Drive

Recorded in Board Minutes:

Provo UT 84604

_____ Date



Proposal

Quote Number QT5755257475460
Date 8/22/2013
Valid Until 10/30/2013
Partnership Manager Paige Dirscherl

Bill To	Ship To
Accounts Payable District School Board of Pasco ... 7227 Land O Lakes Blvd Land O Lakes FL 34638	Curriculum And Instruction Pasco County School District 7227 Land O'Lakes Blvd Land O'Lakes FL 34638

Any questions about this proposal may be directed to your Area Partnership Manager, Paige Dirscherl, at (407) 446-2202 or paige.dirscherl@imaginelearning.com.

Quantity	Product	Unit Price	Ext. Price
1,400	Imagine Learning annual license renewal	150.00	210,000.00
5	Additional Professional Training Day	1,000.00	5,000.00
300	Imagine Learning license - ACT NOW Bonus - (45,000\$ worth of licenses)	0.00	0.00

CONTRACT REVIEWED
AND APPROVED:
tw 9.5.13

Please fax, email, or mail the Purchase Order to:
fax: 866-507-9270
email: PO@imaginelearning.com
mail: Imagine Learning
191 River Park Dr
Provo, Utah 84604

Total \$215,000.00

This proposal is provided as a courtesy to you, our customer. Any taxes, duties, and fees are estimates only and are provided for planning purposes. Actual amounts will be invoiced.