



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

November 2, 2010

## MEMORANDUM

**TO:** Honorable Board Members

**FROM:** Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/aej*

**RE:** Software Product License Agreement  
Scientific Learning Corporation

Approval is requested for the purchase of the Fast ForWord program from Scientific Learning Corporation. As part of the instructional reforms associated with the Title 1 School Improvement Grant for Ridgewood High School, the District stated its intention to use Title 1 School Improvement Grant funds to purchase the Fast ForWord program. Please reference the attached memo from Michael Cloyd, Supervisor of Curriculum and Instructional Services for further information regarding this agreement.

The product and services covered under this agreement are considered exempt from bidding as they are a sole source procurement as outline in DOE's Section 6A-1.012(7).

At this time, we respectfully request the Board to approve the attached contract in the amount of \$79,050 between the District School Board of Pasco County and Scientific Learning for the purchase of Fast ForWord products, along with staff development and technical services related to the products, as described in the Title 1 School Improvement Grant. The contract has been reviewed and approved by Nancy Alfonso, School Board Attorney.

Should you have any questions regarding this matter, please contact Mr. Cloyd, or if you have any purchasing-related questions regarding this contract, please contact me.

KDG/amj

Attachments



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

MEMO # CIS-MLC-11-001  
Contact: Michael Cloyd,  
Ext. 42318

DATE: November 2, 2010  
TO: Kendra Goodman, CPPO, CPPB, Purchasing Agent  
FROM: Michael Cloyd, Supervisor of Curriculum and Instructional Services *mcd*  
SUBJECT: Approval of the Contract to Purchase Fast ForWord for Ridgewood High School

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### History

As part of the instructional reforms associated with the Title I School Improvement Grant for Ridgewood High School, the District stated its intention to use Title I School Improvement Grant funds to purchase the Fast ForWord program from Scientific Learning.

### Description

The Leadership and Learning Center considered the impact of programs on student achievement and concluded the Fast ForWord products increased student reading achievement by an average of 22.2 percentage points, the largest average impact of all programs reviewed in the report, thereby qualifying it as a "High-Gain Program."

### Action Requested

Approval of the contract in the amount of \$79,050 between the District School Board of Pasco County and Scientific Learning for the purchase of Fast ForWord products, along with staff development and technical services related to the products, as described in the Title I School Improvement Grant.



RECEIVED

10/14/10 DM

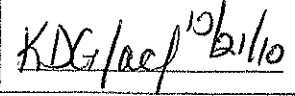
REVISED 10/19/10

W9 NE CB

Scientific Learning

September 9, 2010  
Revised: September 14, 2010  
Revised October 19, 2010

Final Proposal # 374828-C

<b>Proposal for Purchase by:</b>		Pasco Co School District 3390		
<b>Software Product Licenses:</b>				
Sites to be Licensed	Software Products for that Site	Qty	License Type	License Term
33262/Ridgewood High School 7650 Orchid Lake Rd New Port Richey FL 34653-1399	Fast ForWord Reading Level 3	1	Site	Perpetual
	Fast ForWord Reading Level 4	1	Site	Perpetual
	Fast ForWord Reading Level 5	1	Site	Perpetual
	Fast ForWord Literacy	1	Site	Perpetual
	Fast ForWord Literacy Advanced	1	Site	Perpetual
<b>Services to be Provided:</b>				
Location for Services	Type of Service	Qty	Services Period	
3390/Pasco Co School District	On Site Service Days	7	12 months beginning on invoice date	
	Leadership and Accountability Package, which includes: • Implementation Status Updates • Administrator E-Learning • Web Based Training - 3 Sessions • On Site Service Day	1	12 months beginning on invoice date	
		1	12 months beginning on invoice date	
		1	12 months beginning on invoice date	
		1	12 months beginning on invoice date	
		2	12 months beginning on invoice date	
33262/Ridgewood High School	Progress Tracker System with Reading Progress Indicator	1	12 months beginning on invoice date	
	Premier Support	1	12 months beginning on invoice date	
After the terms listed above, access to support and online services must be renewed annually. For budgeting purposes only, the current renewal cost for these Support and Progress Tracker services is \$4500 per year. These prices are subject to change. All services availability, including any unused service days and circle of learning registrations, expires at the end of the Services Period stated above. Unused services cannot be carried forward to future periods.				
<b>Fee: \$79,050.00</b>		Sales tax will be added to the fee and invoiced unless Customer provides sales tax exemption certificate issued by Customer's state.		
<b>Additional Provisions:</b>		Cost Breakdown: Software: \$54,000 Onsite Service Days: \$15,050 (\$2150 per day) Leadership and Accountability: \$5,500 Progress Tracker: \$2000 Support: \$2500		<div style="border: 1px solid black; padding: 5px;">           CONTRACT REVIEWED AND APPROVED:   </div>

SLC Final Proposal  
Account Manager: Selvaggi, Robert  
Page 1 of 2

Please fax Purchase Orders to +1 (866) 204-1614  
For information phone: 888-665-9707  
Address: 300 Frank H. Ogawa Plaza Suite 600  
Oakland, CA, 94612

ATTACHMENT "A"  
WOODBRIDGE LEARNING

All purchases under this proposal will be governed by the SLC terms and conditions at <http://www.scilearn.com/legal/terms-conditions/index.php> , which are hereby incorporated into this Proposal by this reference.

**To accept this Proposal:**

Return to SLC an official purchase order, complete with terms and conditions (including the reverse side of purchase order if applicable), for the full amount of the specified fee. If terms are not included, Scientific Learning has not agreed to them. The purchase order must either state that it is under this Proposal referencing the number or must attach this Proposal to the purchase order. Please fax Purchase Orders to +1 (866) 204-1614.

**SLC will issue invoices as follows:**

- Software license fee: promptly upon receipt of the purchase order
- Onsite service days: for each day, promptly after the service day has been provided
- Leadership and accountability, Progress Tracker and support: in four equal quarterly installments, promptly after the end of each quarter.

**Full payment is due within 30 days of the invoice date. Remittance address:**

Scientific Learning Corporation  
P.O. Box 49333  
San Jose, CA 95161-9333

**This proposal is only valid until 11/8/2010 and may only be accepted until that date.**

CONTRACT REVIEWED  
AND APPROVED:  
*KDG/aef 12/1/10*

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Sole Source Statement

September 15, 2010

To Whom It May Concern:

The following products are software programs available to K-12 schools in the State of Florida only through license from Scientific Learning Corporation of Oakland, California:

Fast ForWord® Language Basics	Fast ForWord® to Reading series Prep-5
Fast ForWord® Language V2	Fast ForWord® Bookshelf
Fast ForWord® Language to Reading V2	Progress Tracker™, including the
Fast ForWord® to Literacy	Reading Progress Indicator component
Fast ForWord® to Literacy <i>Advanced</i>	Reading Assistant™, Expanded Edition

All of these programs contain copyrighted software and text developed or acquired by Scientific Learning. In addition, certain of these programs are covered by one or more of issued US patents nos. 5,813,862; 5,927,988; 5,957,699; 6,019,607; 6,052,512; 6,071,123; 6,120,298; 6,123,548; 6,159,014; 6,178,395; 6,190,173; 6,210,166; 6,224,384; 6,261,101; 6,280,198; 6,290,504; 6,293,801; 6,302,697; 6,328,569; 6,331,115; 6,334,776; 6,334,777; 6,358,056; 6,364,666; 6,386,881; 6,413,092; 6,413,093; 6,413,094; 6,413,095; 6,413,097; 6,413,098; 6,533,584; 6,565,359; 6,585,518; 6,585,519; 6,599,129; 6,629,844; 6,669,479; 6,726,486; 6,986,663; 7,101,185; and 7,150,630 which are assigned or licensed exclusively to Scientific Learning. Certain of these programs are also the subject of additional pending patent applications.

Scientific Learning is the publisher and copyright holder of all of the products listed above.

Scientific Learning does not license any of these programs to K-12 schools in the State of Florida through distributors or any other third parties.

Therefore, Scientific Learning Corporation is the sole source of these programs for K-12 schools in the State of Florida. If you have any questions about this sole source statement, please feel free to call me at (510) 625-2290.

Very truly yours,

Linda L. Carloni  
Senior Vice President and General Counsel

CONTRACT REVIEWED  
AND APPROVED:  
KDG/aef 9/21/10

Attachment A – Scientific Learning


A) 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. Should Scientific Learning cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, Scientific Learning shall refund all monies (including deposits) to the School Board.

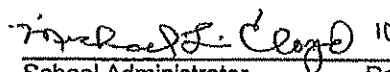
In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and Scientific Learning shall refund all monies (including deposits) to the School Board within thirty (30) calendar days. Notwithstanding the foregoing, once a purchase order has been issued for this contract, the contract cannot be cancelled because of a red alert status except to the extent that such status prevents SLC from performing its obligations under the contract.

- B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Scientific Learning hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of Scientific Learning and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
- C) 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.
- D) 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.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- G) The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- H) Scientific Learning 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.
- I) Scientific Learning shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Scientific Learning 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.
- J) Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Edith Carlene Beasley (aka: Cara Beasley) has been Level 2 Fingerprinted & Cleared 10/14/10.

 10/19/10  
\_\_\_\_\_  
Scientific Learning Date

 10/19/10  
\_\_\_\_\_  
Kendra Goodman, CPPO, CPPB Date  
Purchasing Agent  
District School Board of Pasco County

 10/20/10  
\_\_\_\_\_  
School Administrator Date

\_\_\_\_\_  
Board Member Date

Up-dated 10/13/09