

PURCHASING AGENDA SUMMARY

October 8, 2013

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, **CT** = Contract Termination, **DN** = Direct Negotiation, **ER** = Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-205-337-CT	Sole Source Software Technical Support	CT	N/A	County Wide Norm Kelton	N/A	N/A	Houghton Mifflin Harcourt	62,590.00	62,590.00	<i>Rationale:</i> This contract was board approved July 30, 2013. It was determined that the software and resources are also housed in the new elementary textbook adoption and therefore no longer viable for a curriculum supplement for our district and is therefore being terminated.
14-790-051-PB	Sod: Pick-up, Deliver, & Deliver and Install	PB	1 yr.	County Wide Mike Guild	Various	Various	Tom's Sod Service, Inc. Sunbelt Sod & Grading Co.	Various	200,000.00 (estimate)	<i>Rationale:</i> Piggyback the City of St. Petersburg Contract # 7525.

*Key to Fund Sources:

0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

**Key to Categorical Sources:

23XX: Referendum Funds

PURCHASING AGENDA SUMMARY

October 8, 2013

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14-961-039-RFP	Request for Proposal: Recruiter/ Community Liaison	RFP	9 Mos.	CTAE Post Secondary Dept. pTEC Clearwater David Barnes	0420/5750 0420/4541	B821 B460	Carl Lavender Jr.	36,000.00	36,000.00 (estimate)	
14-205-053-SS	Sole Source Software	SS	15 mos.	County Wide Elementary Schools Pam Moore	0420/5530 0100/5290	B630 1180/6225	Mind Research Institute	1,793,000.00	1,793,000.00	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for this software
14-205-052-SS	Sole Source On-Line Site Licenses	SS	1 yr.	County Wide Elementary Schools Pam Moore	0420/5330 0100/5290	B630 1180/6225	Voyager Learning, Inc.	222,000.00	222,000.00	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for the "Ticket to Read" on-line site licenses.

*Key to Fund Sources:

0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

**Key to Categorical Sources:

23XX: Referendum Funds

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **October 8, 2013**

Bid No: 13-205-337-CT

Bid Title: Sole Source Software Technical Support

Original Bid No: 13-205-337

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☒ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/13 thru 7/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 62,590.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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*** Rationale/Reason**

This contract was board approved on July 30, 2013. It was determined that the software and resources are also housed in the new elementary textbook adoption and therefore no longer viable for a curriculum supplement for our district and is therefore being terminated.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Norm Kelton
Title: Asst. Superintendent, Technology and Information Systems

Buyer: Jaime Haney

Recommended award by vendor as follows:

HOUGHTON MIFFLIN HARCOURT (V-27285)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **October 8, 2013**

Bid No: 14-790-051-PB

Bid Title: Sod: Pick-up, Deliver and Deliver & Install

Original Bid No: 13-790-101-PB

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☒ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 9/5/13 thru 8/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 200,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	4	6-months	1 - year	

* *Rationale/Reason*

Piggy back the City of St. Petersburg contract No. 7525.

☐ *Reason for Submittal to Board Under Separate Cover:*

Bidders Solicited: ____ Bids Received: ____ Late Bids: ____ Rejected Bids: ____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

Provide labor and materials to pick-up, deliver and install sod as needed county wide, per specifications.

TOM'S SOD SERVICE, INC

Item No.	Description Delivery, 1-2 days	*EAU	UOM	Total Sq. Ft./Pallet	Price per Sq. Ft.	Price per Pallet
	Group 1: Pick-up at Vendor's Location					
1	Argentine Bahia	130,200	Sq. Ft.	400	\$0.16	\$64.00
2	Bermuda 419 Tifway	20,500	Sq. Ft.	500	0.28	140.00
3	Bermuda Tifdwarf	6,000	Sq. Ft.	500	0.78	390.00
4	St. Augustine "Seville"	4,000	Sq. Ft.	500	0.29	145.00
5	St. Augustine, Bitter Blue	4,000	Sq. Ft.	500	0.29	145.00
6	St. Augustine, Floratam, muck grown	16,000	Sq. Ft.	500	0.28	140.00
7	St. Augustine, Floratam, sand grown	47,380	Sq. Ft.	400	0.28	112.00
8	Zoysa	3,000	Sq. Ft.	500	0.38	190.00

SUNBELT SOD & GRADING CO.

	Delivery 2 Days	*EAU	UOM	Total Sq. Ft./Pallet	Price per Sq. Ft.	Price per Pallet
	Group 2: Delivery Only					
9	Argentine Bahia	22,000	Sq. Ft.	400	0.14	56.00
10	Bermuda 419 Tifway	8,500	Sq. Ft.	400	0.25	100.00
11	Bermuda Tifdwarf	1,000	Sq. Ft.	400	0.65	260.00
12	St. Augustine, Floratam, muck grown	6,000	Sq. Ft.	400	0.25	100.00
13	St. Augustine, Floratam, sand grown	11,000	Sq. Ft.	400	0.25	100.00
14	Zoysa	3,000	Sq. Ft.	400	0.40	160.00
	Group 3: Delivered, Installed and Rolled					
15	Argentine Bahia	300,000	Sq. Ft.	400	0.19	78.00
16	Bermuda 419 Tifway Big Roll	180,500	Sq. Ft.	300	0.33	99.00
17	Bermuda Celebration Big Roll	60,500	Sq. Ft.	300	0.33	99.00
18	St. Augustine "Seville"	11,000	Sq. Ft.	400	0.25	100.00
19	St. Augustine, Bitter Blue	11,000	Sq. Ft.	400	0.25	100.00
20	St. Augustine, Floratam, muck grown	58,000	Sq. Ft.	500	0.25	125.00
21	St. Augustine, Floratam, sand grown	33,000	Sq. Ft.	400	0.32	128.00
22	Zoysa	10,000	Sq. Ft.	400	0.43	172.00

		TOM'S SOD SERVICE, INC.		SUNBELT SOD & GRADING, CO.	
	Additional Pricing:				
23	Price per Unreturned Pallet:	6.00		5.00	
24	Price per Drop Location, not delivery:	0.00		25.00	
25	Price/sq. ft. for staking of sod, inclusive:	0.15		0.02	
26	Minimum # of Pallets/Delivery (if any):	3	Pallets	4	Pallets

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **October 8, 2013**

Bid No: 14-961-039-RFP

Bid Title: Request for Proposal:
Recruiter/Community Liaison

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☒ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/8/13 thru 06/30/14 ☐ N/A - One Time Purchase

Contract Value: \$ 36,000.00

Contract Type: ☒ Estimated ☐ Firm, Fixed ☐ Firm, Fixed ☐ Firm, Fixed
Dollar Amount Dollar Amount Unit Prices Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 253 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: CTAE Post Secondary
pTEC Clearwater

Title: Director, Purchasing Department

Requested By: David Barnes

Buyer: Mark Shuman, CPPO, CPPB

Title: Executive Director, Career Technical and
Adult Education

Recommended award by vendor as follows: (see attached)

CARL LAVENDER JR. V-30974

A request for proposals (RFP) for a Recruiter/Community Liaison was requested by the Career Technical and Adult Education Department and was sent out to potential bidders on August 21, 2013. A committee consisting of the Career Technical and Adult Education Department and the Career Technical Post Secondary Department scored the one response received. Based on the written proposal the committee ranked the written response and agreed to award the RFP to Carl Lavender Jr.

The Recruiter/Community Liaison is to recruit graduating seniors, GED, and career technical students into Pinellas Technical Education Centers for Academies of Pinellas. Academies of Pinellas is a community supported plan that aligns local and state initiatives to provide every student with the foundation of knowledge, skills and character to excel in post secondary education, work and life. Carl Lavender Jr will assist local government agencies to collaborate with Pinellas County Schools Department of Career Technical and Adult Education to increase academy enrollment and to have a higher attendance, graduation rate than non-academy students. He is also to act as a community liaison between Pinellas County Schools and various community groups within Pinellas County.

Estimated Monthly fee for the above activities is \$3,000.00.

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: October 8, 2013

Bid File No: 14-205-052-SS

Bid File Title: Sole Source On-Line Site Licenses

Contract Period: 9/1/13 thru 8/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 222,000.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

This vendor holds the copyrights and distribution rights for the "Ticket to Read" on-line site licenses.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: County Wide Elementary Schools

Title: Director, Purchasing Department

Requested By: Pam Moore

Buyer: Linda Balcombe

Title: Asst. Superintendent, Teachin and Learning

Recommended award by vendor as follows:

VOYAGER LEARNING, INC.

Includes 24/7 online access for all K-5 students at elementary schools and ESE Centers, in addition to syncing through the PCS Portal, teacher access to the Vport data management and reporting system and various competitions through the contract term.

<u>Product</u>	<u>Product ID</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Ticket to Read Volume Site License	291522	74	\$3,000.00	\$222,000.00

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **October 8, 2013**

Bid File No: 14-205-053-SS

Bid File Title: Sole Source Software

Contract Period: 10/8/13 thru 12/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 1,793,000.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

This vendor holds the copyrights and distribution rights for this software.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Fifty-Seven (57)
Elementary Schools

Title: Director, Purchasing Department

Requested By: Pam Moore

Buyer: Linda Balcombe

Title: Associate Superintendent,
Teaching and Learning

Recommended award by vendor as follows: (see attached)

MIND RESEARCH INSTITUTE

The ST Math instructional software is a research-proven, comprehensive, grade-level math program that utilizes Spatial-Temporal (ST) reasoning to teach math concepts that are aligned to the Common Core State Standards. Spatial-Temporal reasoning is the innate ability to visualize and manipulate images through a sequence of steps in space and time – a process critical for all students in solving problems in math, science and other curriculum areas.

This approach not only helps differentiate instruction to reach students of all academic and language proficiency, but also engages students who struggle to learn with traditional materials and methods. It can be used to complement textbook and classroom instruction, and offers self-paced learning and instructive feedback utilizing data – driven reports.

ST Math is currently purchased for 17 Title 1 Elementary Schools, at the conclusion of implementing Phase 3 all 74 elementary schools will have the ST Math program

ST Math Components:

- ST Math Software License for all students in grades K-5.
- One initial ST Math Software workshop for teachers, plus one follow up training approximately 1 month later.
- User's Guide – 1 per school (electronic)
- ST Math Training Manual
- Web-based Class Level Reports and Response to Intervention Reports for both class and individual students.
- Monthly report of school progress.
- Yearly principal data meeting to review progress and set goals.
- Service and Technical Support via Email and phone.
- Online teacher support and resource materials.

<u>Phase</u>	<u>Schools Served</u>	<u>Total Price</u>
1 Oct. 2013	20 Title 1 Elementary Schools	\$620,000.00
2 Dec. 2013	20 Elementary Schools	\$620,000.00
3 June 2014	17 Elementary Schools	<u>\$553,000.00</u>
		\$1,793,000.00

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
MIND RESEARCH INSTITUTE

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 8TH day of October, 2013 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and MIND RESEARCH INSTITUTE (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin October 8, 2013 and end June 30, 2014. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. Scope of Work: The scope of work is described in Attachment A.
3. Compensation: The School Board agrees to pay the Contractor \$620,000.00 for full and satisfactory performance of Phase 1 services under this Agreement. This Agreement is contingent upon continued funding of the Title I Part A grant by the federal government. The following terms shall govern payments:
 - a) Payments will be made when services are rendered.
 - b) Contractor will submit invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
 - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
 - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against

any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
 - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
 - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The

Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
12. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
13. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pcsb.org.
14. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Rob Magliano, Regional Vice President, MIND Research Institute
Mailing Address: 111 Academy
Suite 100
Irvine, CA 92617

Board Project Contact: Mary Conage, Director, Title I Compliance
Mailing Address:

Board Administrative Contact: Jan Urbanski, Ed.D., Director, Special Projects Office
Mailing Address:
P.O. Box 2942
Largo, FL 33779-2942

15. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
16. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.

17. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
18. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
19. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
20. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.
21. Pursuant to the terms of this Agreement, Contractor is receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and sub-contractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including but not limited to defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or sub-contractor of Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligation under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

Witnesses:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Carol Cook
Chairperson

Date: _____

Attest: _____

Michael A. Grego, Ed.D., Superintendent

Date: _____

Witness:

MIND RESEARCH INSTITUTE

By: _____

Rob Magliano, Regional Vice President, MIND Research Institute

Date: _____

Approved as to Form:

Office of School Board Attorney

PROJECT REFERENCE: Title I Part A

FUNDING SOURCE: Title I Part A, Project B630



MIND
Research Institute



September, 23 2013

Dr. Mike Grego
Superintendent
Pinellas County Schools
301 Fourth St. SW
Largo, FL 33770

Superintendent Grego,

The MIND Research Institute is pleased to submit this proposal for your review. As a valued MIND partner, Pinellas County has already demonstrated the impact that ST Math can bring to both teachers and students alike. We look forward to expanding the benefits of this innovative visual math program as we partner with you and our philanthropic supporters to implement ST Math in grades K-5 in an additional 57 schools across the district.

ABOUT MIND RESEARCH INSTITUTE

MIND Research Institute is a non-profit neuroscience and education researcher and publisher dedicated to education program excellence and cutting edge scientific and education research. MIND Research Institute has successfully transferred more than 30 years of breakthrough brain and learning research into applied education programs for K-12 students. MIND Research continually improves its programs through data mining over 50 million student sessions and 9 years of standardized math test results while publishing scientific research.

MIND Research's innovative spatial visualization approach is designed to build student conceptual mathematical understanding, leading to increased high-stakes test scores, through a highly usable, scalable, and sustainable math education process. Our *ST Math* spatial visualization approach is currently the subject of a 4-year U.S. Department of Education Institute of Educational Sciences Goal 3 study. This randomized study is examines over 11,000 treatment and 10,000 control students in grades 2 through 5 in high English Learner, economically disadvantaged schools in Southern California. The study is led by Principal Investigator Dr. Michael Martinez at the University of California. Two program efficacy papers have been released to-date, the first presented at the American Education Researchers Association (AERA) Conference in 2010 (Rutherford et. al., 2010), and the second at AERA in 2011 (Rutherford et. al., 2011). A 3rd draft paper is being prepared for submission to the American Education Research Journal. All papers examined California Standards Test math outcomes and found significant effect sizes of approximately 0.3. Students initially below proficient in mathematics made major progress towards proficiency within the first year of program usage.

MIND RESEARCH PROGRAMS

At the core of the program is the research-proven, comprehensive curriculum of instructional software that uses student's innate abilities to visualize a problem, **spatial temporal reasoning**, to engage students at any level of academic and language proficiency. Math standards are provided as interactive animated diagrams that develop understanding of math concepts, skills, and problem solving. The instructional software presents math problems as visual puzzles, using principles of game-based learning, in the form of hundreds of non-language based games, carefully sequenced into learning objectives. Students need to "win" their way through each difficulty level to progress to the next scaffolded level. This mastery-based progression through a game provides both universal motivation, and mathematical understanding.

WHAT IS SPATIAL-TEMPORAL REASONING?

Born out of neuroscience research at the University of California, MIND Research's unique approach accesses the brain's innate "spatial temporal" reasoning ability. This ability allows the brain to hold visual, mental representations in short-term memory and to evolve them in both space and time, thinking multiple steps ahead.

The MIND Research Institute's **ST Math™** is a fully web delivered solution that allows students to access the program from any computer with an Internet connection.

In the ST Math program *all* concepts are initially taught visually, with minimal or no abstract symbols or math vocabulary, or even words at all. This strategy provides immediate, universal access for all students, especially English Language Learners. The visual puzzles are rigorous, experiential and interactive, and designed for the Common Core State Standards.

Students work at their own pace along a well-defined set of **learning paths**. The learning paths transition to traditional abstract algorithms and develop the skills needed for standardized testing, but because all the learning paths start visually, students internalize visual schema that support the symbolic manipulations and procedures.

The ST Math product family consists of engaging courseware which employs the learners' spatial temporal reasoning abilities to explain, understand, and solve multi-step math problems. The language barrier to learning math is eliminated, and the program has proven uniquely engaging and effective with students at every level of math and language proficiency.

- **ST Math: K-5** is a comprehensive, grade-level math courseware designed for the Common Core State Standards. It consists of visual, language-independent computer games that promote mastery based learning and mathematical understanding through integrated development and practice of math concepts, skills and, applied problem solving.
- **ST Math: Secondary Intervention** is a comprehensive intervention program for middle school students who are below grade level, or may be struggling with grade-level math. Students in Secondary Intervention begin by taking a placement exam that determines their starting point in the curriculum. They then work on an individualized learning path at their own pace progressing through the intervention content based on their ability to master objectives. Starting content can range from 2nd grade through 7th grade based upon individual student needs but students have the opportunity to test out of objectives as their foundational skills grow stronger. Games in the learning path are targeted to specific student's needs: students construct answers to the problem in front of them and, based on their response, an animation provides visual informative feedback showing immediately why the response was correct or incorrect. This neuroscience research-based learning process enables students to rebuild their conceptual foundations and the skills so crucial to success in Algebra I – from basic math facts and number sense up through introductory linear algebra.

ST Math is the *only* program that gives all students immediate corrective feedback based on the mathematical consequences of their actions. Students meaningfully test their conjectures and see mathematically accurate visual animations of their choices -- they receive immediate feedback and can self-correct. **This powerful learning process brings the Perception-Action Cycle – that neuroscience tells us is at the beginning of all learning - to mathematics instruction.**

In ST Math, students are *Active Learners* every step of the way.



The Next Generation – ST Math Touch

Teachers and students can access the web-based ST Math software anywhere, anytime, and on nearly any mobile device. From desktop computer to tablet, classroom to home, **ST Math Touch** allows for seamless transition between location and hardware.

Touch devices allow for multi-sensory inputs in the learning process, strengthening students' neural connections while learning new concepts. ST Math Touch integrates these neuroscientific findings to immerse students in a richly interactive, hands-on and gesture-based learning experience.

Using a simple yet sophisticated design, ST Math Touch is accessible via **hand-held devices like iPads or Android Tablets** so natural to students. The direct touching of onscreen manipulatives provides a level of student engagement that teachers can exploit. The intuitive, language-free game play and instructive feedback found in ST Math Touch enable rapid start-up for all students.

Integrated classroom management tools enable real-time teacher and student interaction, teacher control of student devices and robust reporting tools to identify student needs and differentiate instruction. ST Math Touch links seamlessly to interactive whiteboards, enabling teachers to use ST Math in group instruction.

The teacher is at the center of MIND Research's math education process. ST Math is designed to provide powerful benefit in the classroom, as well as the computer lab. Teachers use the software's visual representations of difficult math concepts, through the "teacher mode" of the software and using laptops and projector, to facilitate student discussion and understanding of the math presented in the standard text. In this way, teachers reach more students, more quickly, and more deeply. The 1:1, self-paced, constant feedback in the software works as a vital new complement to the strong communication, math and classroom skills teachers already have to provide **the following neuro-scientifically identified *Essential Elements of Learning***:



- **Hands-on Experience**
- **Making Connections**
- **Practice**
- **Application**

ST Math provides a powerful new tool to teachers, so that all teachers can engage and elevate proficiency of all students.

Benefits

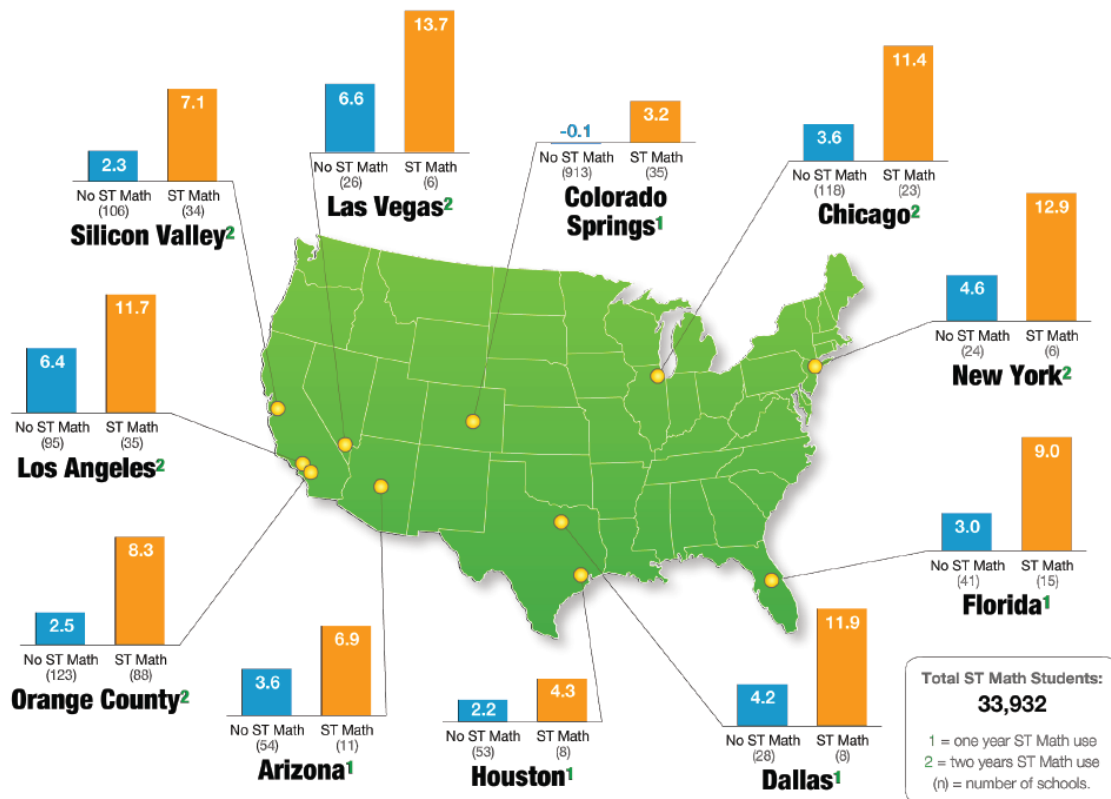
- Innovative visual approach teaches math concepts
- Comprehensive courseware aligned to Common Core Standards
- Increases state standardized test scores for students, classes, and schools
- Game metaphor engages students who have struggled with conventional approaches in math and learning
- Language-independent software lessons reduce the language barrier to learning math
- Scaffolded instructional design reaches students at every level of academic proficiency
- Innovative games train students in multi-step problem-solving
- Self-paced courseware makes teaching easier and more productive

COMMON CORE STATE STANDARDS

The MIND Research Institute designed the new generation of ST Math software from the ground up to meet the Common Core in both content and intent, ensuring that all students have access to powerful learning opportunities organized for **focus, coherence, and rigor**. One of the exemplifiers of this design process is the extent to which, not only the content standards, but also the standards for mathematical practice are thoroughly embedded throughout the major work within the course. ST Math is genuinely a new way for students to learn mathematics conceptually that is not in any way based upon a prior textbook or other more traditional materials.

SUCCESS IN URBAN DISTRICTS THROUGHOUT THE U.S.

ST Math has shown proven, scalable, replicable success that has been exported to multiple locations nationwide indicating a direct positive correlation between the program's use and an **increase in standardized test scores**. The samples below show consistent, replicated results on state standardized tests. The treatment group represents almost 50,000 students across the country. The blue bars represent growth in % of students proficient at ST Math partner schools, and the red bars show growth at similar comparison schools.



APPLICATION AND IMPLEMENTATION PLAN

The MIND Research Institute *Math Education Process* uses a simple but vital, field-proven implementation plan in order to obtain its results. The MIND Research Institute provides the software, materials, training, and ongoing data feedback and support.

Application

As a Tier One Intervention at the elementary level the ST Math: K-5 and Fluency programs are designed to be used by **all students** to proactively prevent the need for further interventions at later stages. At the secondary level the ST Math: Secondary Intervention program can be utilized by those students performing below grade level and in need of intervention.

Implementation Plan

The ST Math software is designed to be taught by a math qualified classroom teacher after one day of training. The teacher oversees the computer sessions as well as uses the powerful ST Math tool in whole-class instruction.

The MIND Research *Math Education Process* focuses on four key areas:

- **Professional Development** – Each teacher utilizing the program will be provided with the training and ongoing professional development they need to successfully implement the program and ensure success for their students. One day of training is provided at the outset of the program with follow up sessions conducted throughout the school year.
- **Classroom Connections** – Part of the professional development process will cover how teachers strengthen the connections for students between concepts as they are delivered within the courseware with concepts encountered in their textbooks.
- **Progress Monitoring** – Progress monitoring is performed both by the classroom teachers, site administrators, as well as MIND Research education support specialists. This “teaming” of oversight helps to ensure the disciplined time-on-task that results in optimal gains.
- **Time On Task** – Studies have shown that ensuring adequate time on task is instrumental in delivering measurable results. At the K-5 level ST Math software is scheduled twice per week for 45 minutes.

ST MATH COMPONENTS

All purchases include:

- ST Math Software License for all students in grades K through 5 at the school site + Updates (if any; major upgrades are not included and may be subject to an upgrade fee)
- One initial ST Math Software workshop for teachers (online or regionally located; TBD) plus one follow up training approximately 1 month later
- User’s Guide -- 1 per school (electronic)
- ST Math Training Manual (provided at time of training; also available online)
- Web-based Class Level Reports and Response to Intervention Reports for both class and individual students
- Monthly report of school progress
- Yearly principal data meeting to review progress and set goals
- Service and Technical Support via Email and Phone
- Online teacher support and resource materials

PARTNERSHIP DESIGN AND COST

Through our philanthropic partnerships, at times, MIND is able to leverage donor funds to help defer some of the partnership costs for schools/districts. A recent opportunity for a matching grant, totaling \$1,000,000, has become available, and we have chosen to offer this grant to Pinellas County. As we share in your goal of expanding ST Math into every Pinellas elementary school, we are grateful to our anonymous donor for this opportunity to enable partnerships in 57 additional schools.

The criterion for this \$1,000,000 grant is that the district shall commit to the following three-phase rollout plan to implement ST Math in all 57 schools by summer 2014:

Phase	Program Price	District Portion	Grant Portion	Schools Served	PO Required by	Quote #
1	\$980,000	\$620,000	\$360,000	20	10/25/13	1410570
2	\$980,000	\$620,000	\$360,000	20	12/20/13	1410571
3	\$833,000	\$553,000	\$280,000	17	6/30/14	1410572
	\$2,793,000	\$1,793,000	\$1,000,000	57		

Commitment for this initiative is requested by 10/4/13, and receipt of a purchase order for the district portion of Phase 1 is due prior to the program start and professional development dates (TBD). The district portion of Phase 2 is required by 12/20/13 to secure the full remaining amount of the grant for the entire project. The district portion of Phase 3 is due prior to the program start and PD dates (TBD).

An annual support fee for all participating schools shall be due 12 months from the professional development date of each individual school. The amount of the Annual Support Fee is dependent upon school enrollment and ranges between \$2,999 - \$3,999 per school. In the second renewal year, if the district chooses to do so, we may prorate all Annual Support Fee dates to coincide to the same schedule.

Please submit purchase order to:

Fax
866-569-7014

or

Mail
MIND Research Institute
111 Academy
Suite 100
Irvine, CA 92617

Terms of this proposal are valid for 45 days.

MIND Research Institute welcomes the opportunity to expand our partnership with the Pinellas County Schools. We appreciate your support and consideration and look forward to confirming next steps.

Sincerely,



Rob Magliano
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