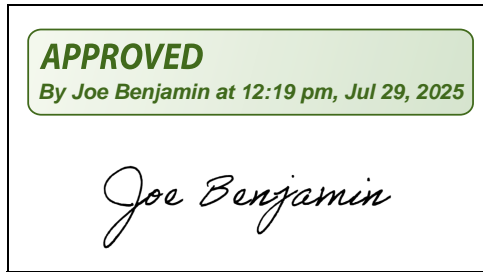
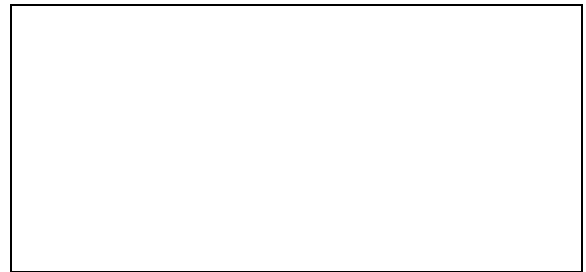


NOTICE OF INTENT TO PURCHASE SOLE SOURCE COMMODITIES and/or SERVICES

DATE/TIME OF INITIAL POSTING



DATE/TIME POSTING REMOVED



The Right to File an Intent to Protest Expires: 12:19 PM on August 1, 2025
Time Date

This is a notice of intent from the Director of Purchasing to the Superintendent of Schools for the School Board of Pinellas County, to award contracts as indicated on the accompanying Purchasing Agenda Summary and by Bid Number listed on the attached..

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

POSTED BY: Joe Benjamin, NIGP-CPP, CPPO, CPPB Director, Purchasing
Name Title

Proposers Recommended for Award

See attached agenda summary items contingent upon final PCS Board approval at the July 15, 2025 Board Meeting.

<https://www.pcsb.org/Page/746>

PURCHASING AGENDA SUMMARY**July 29, 2025**

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/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDER:**Skyline Elevator, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-295-193	Elevator Maintenance	RN	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	900,000.00 (Estimated)

COMMENTS: This contract secures firm pricing for elevator maintenance and modernization throughout the district.

RECOMMENDED BIDDER:**Cold-Link Logistics Auburndale, LLC**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
23-962-031	Receipt Handling and Storage of USDA Donated Foods for the National School Lunch Program Service Area 2	SC	1 Yr.	Food & Nutrition Department Dustin Walker	0410/5470	9502	75,000.00 (Estimated)

COMMENTS: Utilizing Florida Department of Agriculture and Consumer Services Bid No. ITB FNW 21 22 93, Amendment 7 is the third and final renewal of Contract #28836 dated 6/30/22. The Florida Department of Agriculture and Consumer Services (FDACS), Division of Food, Nutrition and Wellness, maintains a contract with a central warehouse facility to store surplus USDA Foods each school year. This facility is utilized by the state to support school districts that require additional storage capacity for USDA commodity or excess food items. These items considered "bonus" foods when offered to districts and are provided at no cost. Districts are only responsible for the costs associated with storage and transportation.

RECOMMENDED BIDDER:**Apollo Sunguard Systems, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-TM-003	Park and Playground Equipment	PB	5 Yr.	Maintenance Dept. Michael Hewett	Various	Various	250,000.00 (Estimated)

COMMENTS: Utilizing School District of Manatee County contract #26-0041-MR; Park and Playground Equipment will secure discount percentage rates for shade structures and installation.

PURCHASING AGENDA SUMMARY**July 29, 2025**

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/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDER:**Seminole Towing & Recovery**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-962-035	Towing & Recovery Services	RN	1 Yr.	Transportation T. Mark Hagewood	Various	Various	70,000.00 (Estimated)

COMMENTS: This contract will provide towing & recovery services for district owned vehicles.

RECOMMENDED BIDDER:**Excelsior Defense, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-990-004	Security Guard Services	RN	1 Yr.	Pinellas Technical Colleges Mark Hunt	0150/3801 0150/4541	9901/6048 9901/4135	87,955.00

COMMENTS: These security officer services are required to fill hours of operation when school security officers or school police are not available.

RECOMMENDED BIDDERS:

9 to 5 Computer; Phone and Pad Warehouse; AVI-SP; Pyramid School; Visionworx/Forte; School Specialty; CDW Government; Sencommunications; Computer Station of Orlando; Smiley's Audio Visual

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-880-176	Audio Visual & Video Equipment/Materials	RN	1 Yr.	Student Experience Kimberly Hill	Various	Various	2,000,000.00 (Estimated)

COMMENTS: Implementing the AV Bid List for our school district holds numerous benefits for our students, educators, and staff. By embracing AV technology, we can transform traditional classrooms into dynamic, engaging learning spaces, fostering creativity, critical thinking, and digital literacy among our students. The cost-effectiveness and efficiency offered by the bid list will allow us to maximize the value of our investments while streamlining procurement processes. The list includes items to create more engaging presentations, audio equipment for use across campus (car circle or PE field), equipment to help with printing posters and lamination, headsets for use with the one-to-one device initiative and various digital presenters to be used in classrooms.

PURCHASING AGENDA SUMMARY

July 29, 2025

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/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDER:

Applerouth Tutoring Services

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-924-116	Applerouth Online Student Licenses including CLT, ACT, & SAT	PS/CM	1 Yr.	Districtwide Britt Moseley	0100/5230	2342/6264	95,000.00
COMMENTS:	To support our concordance efforts in the 11th and 12th grade intensive reading classrooms by providing instruction and practice with CLT, ACT, and SAT.						

RECOMMENDED BIDDER:

Instructure, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-208-118	Canvas Studio and LMS Cloud Subscriptions	PS/CM	5 Yr.	Districtwide Kimberly Hill	0100/5280 0100/5880	2330/6323 2500/8420	1,789,149.80
COMMENTS:	Canvas offers a unified digital learning platform that enhances personalized instruction, supports staff professional development, and equips educators with the tools and data they need to track progress and tailor learning experiences for student success.						

RECOMMENDED BIDDER:

Certiport, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-208-100	Certiport District User Licenses	PS/CM	1 Yr.	Districtwide Steve Plummer	0100/5700	9903/5058	330,458.31
COMMENTS:	Certiport Universal License is a discounted license fee for our district to provide Industry Certifications for approximately 6200 students. These certifications are in the area of Microsoft, IT Specialist, Adobe, Quick Books, Entrepreneurship and Small Business and IC3 Digital Literacy. Exam licenses are required to use the Certiport testing platform to test in these industry certs that are on the FLDOE CAPE list, which allows for funding from DOE back to the programs that generated them. Also, these certifications qualify for Acceleration for students in High School and Middle School.						

PURCHASING AGENDA SUMMARY**July 29, 2025**

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RECOMMENDED BIDDER:**Nearpod, LLC**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-208-119	Nearpod Premium Plus, Social Studies, and Math Program Subscriptions	PS/CM	1 Yr.	Districtwide Kimberly Hill	0100/5280	2330/6323	360,000.00

COMMENTS:

Nearpod has continued to be a valuable tool in Pinellas County, especially with our PCS Connects initiative. Teachers are able to create interactive lessons tied to the standards that allow for greater student engagement. The platform enables teachers to add activities for student reflection on what they are learning and tools for quickly assessing their understanding of the current lesson.

RECOMMENDED BIDDER:**Scholastic Magazines**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-715-120	Scholastic Art Classroom Magazines	PS/CM	1 Yr.	Visual Arts Jonathan Ogle	0100/5050	2310/1013	51,551.36

COMMENTS:

Pinellas County Schools has maintained a subscription with Scholastic Art Magazine, produced by Scholastic Inc., for nearly 20 years, thanks to PCS Referendum support. This bimonthly magazine, provided as one class set per art teacher, has been instrumental in supplementing our K-12 Visual Arts Curriculum and supporting district-wide literacy efforts. Continuing this subscription will ensure that our students and teachers continue to benefit from these high-quality educational materials. To learn more, please visit: <http://art.scholastic.com/>.

RECOMMENDED BIDDER:**Membean, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-924-117	Membean Subscription and Training	PS/CM	1 Yr.	Districtwide Britt Moseley	0100/5230	2342/6264	58,550.00

COMMENTS:

To support vocabulary development in the 9th and 10th grade intensive reading classroom because the AST PM3 data shows us as below the benchmark for vocabulary.

PURCHASING AGENDA SUMMARY

July 29, 2025

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RECOMMENDED BIDDER:

ACT, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION/ REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-946-110	ACT Exams	PS/CM	N/A	High School Education, Rita Vasquez	0100/5850	6239/1029	130,000.00

COMMENTS: District graduation support by providing two in-school testing dates (Fall and Spring), as well as ACT vouchers for additional testing opportunities to seniors who still need to earn a concordant score to graduate.

RECOMMENDED BIDDER:

Lindamood-Bell Learning Processes

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION/ REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-961-098	Lindamood-Bell Professional Development Services	PS/CM	1 Yr.	ESE Department, Evelyn Mowatt	0420/6600	P340/S413	102,700.00

COMMENTS: Lindamood-Bell is an intensive reading program that is used at our Centers for Literacy Innovation. It addresses the specific needs of students who have Dyslexia or the characteristics of Dyslexia. We determined this to be the best program for our students based upon research, overall cost and the positive data collected during our years of implementation. We continue our partnership with Lindamood-Bell to ensure that students receive the Multi-Sensory, scaffolded and systematic instruction they need to develop as literate students.

PURCHASING AGENDA SUMMARY

July 29, 2025

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/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RFQ = Request for Qualifications, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Jigsaw Learning LLC dba TeachTown

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION/ REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-208-105	TeachTown enCore Student Licenses and Coaching & Training	PS/CM	1 Yr.	Districtwide ESE Lynne Mowatt	0420/6600	P310	254,925.00
COMMENTS:	The online licenses are for the approved TeachTown core curriculum for ESE students who are on Access Standards. The student licenses use the principles of Applied Behavior Analysis to reinforce content, provide for ongoing practice of skills and to collect data towards mastery of content and IEP goals. These licenses were budgeted for in this school year's IDEA grant. They are an integral part of the curriculum and the overall success of these students.						

***Key to Fund Sources:**

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

****Key to Categorical Sources:**

23XX: Referendum Funds

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 24-295-193

Title: Elevator Maintenance

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 08/21/25 thru 08/20/26 ☐ N/A - One Time Purchase

Contract Value: \$ 900,000.00

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 type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
0	months	year	

Rationale/Reason

This contract secures firm pricing for elevator maintenance and modernization throughout the district.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Countywide
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christina DiLeonardo-Rowan
Title: Director, Maintenance Department

SKYLINE ELEVATOR, INC.

Furnish all materials, labor, tools, equipment, and supervision necessary to provide **preventative maintenance (PM)** and emergency repair service to 113 elevators located throughout the district on a **monthly schedule**. New elevators still under the warranty period will be added after warranty period ends.

The brands of elevators to be serviced are:

- American
- Century
- Thyssen Krupp
- General
- Otis
- Schindler
- Dover
- Garravanta
- Miami
- Montgomery
- U.S. Elevator
- Others as Unknown (district elevators known to have no nomenclature to distinguish the manufacturer).

The cost of preventative maintenance for above elevators will be \$82,740.00/year.

The cost of other unanticipated repairs and modernization is estimated to be \$567,260.00/year.

This includes the cost to complete Florida State code 3.10.12. required monitor system update.

Hourly labor charge for emergency service calls for non-PM repairs \$165.00/hr.

Response within 2 hours, based on time and materials

Hourly labor charge for non- emergency service calls for non-PM repairs \$165.00/hr.

Repairs based on time and materials

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 23-962-031

Title: Receipt, Handling and Storage of
USDA Donated Foods for the National
School Lunch Program Service Area
2

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 07/01/25 thru 06/30/26 ☐ N/A - One Time Purchase

Contract Value: \$ 75,000.00

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 type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
	6-months	- year	

Rationale/Reason

Utilizing Florida Department of Agriculture and Consumer Services Bid No. ITB FNW 21 22 93, Amendment 7 is the third and final renewal of Contract #28836 dated 6/30/22. The Florida Department of Agriculture and Consumer Services (FDACS), Division of Food, Nutrition and Wellness, maintains a contract with a central warehouse facility to store surplus USDA Foods each school year. This facility is utilized by the state to support school districts that require additional storage capacity for USDA commodity or excess food items. These items considered "bonus" foods when offered to districts and are provided at no cost. Districts are only responsible for the costs associated with storage and transportation.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Countywide High Schools
Title: Director, Purchasing Department

Requested By: Dustin Walker **Buyer:** Jena Grage
Title: Director, Food & Nutrition Department

COLD-LINK LOGISTICS AUBURNDALE LLC (V-41143)

Storage fee schedule for the receipt, handling and storage for service area 2

Dry Cases	Dry Special Cases	Refrigerated Cases	Frozen Cases
\$0.879	\$0.836	\$0.966	\$1.020
Minimum delivery is 20 cases. Deliveries of less than 20 cases will be charged the 20 Case fee.			

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-TM-003

Title: Park and Playground Equipment

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/01/25 thru 08/31/30

☐ N/A - One Time Purchase

Contract Value: \$ 250,000.00

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
2	6-months	1 - year	

Rationale/Reason

Utilizing School District of Manatee County contract #26-0041-MR; Park and Playground Equipment will secure discount percentage rates for shade structures and installation.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Tyler Marcum
Title: Director, Maintenance Department

The following awarded vendors will provide discount pricing off catalog equipment and installation of park and playground shade structures. All shade structures will be installed on an as needed basis, as per plans and specifications. The mark-up percentage for the installation of equipment varies by vendor.

AWARDED BIDDERS	Item 3- Shade Structure Catalogs and Discount Percentage
360 Recreation LLC- Orlando, FL	2 CATALOGS, 3.5%
ADVANCED RECREATIONAL CONCEPTS	4 CATALOGS, 5%
APOLLO SUNGUARD SYSTEMS, INC.	1 CATALOG, 5%

BLISS PRODUCTS & SERVICES, INC.	15 CATALOGS, 5%
CREATIVE SHADE SOLUTIONS	3 CATALOG, 10%
BSN Sports, LLC- Farmers Branch, TX	1 CATALOG, 10%
DRAGON RECREATION SERVICES - FORT MYERS, FL	1 CATALOG, 5%
FLORIDA RECREATIONAL PRODUCTS LLC - LYNN HAVEN, FL	2 CATALOG, 10%
INDUSTRIAL SHADEPORTS, INC.	1 CATALOG, 5%
KOMPAN, INC.	1 CATALOG, 4%
LANIER PLANS, DBA KORKAT	4 CATALOG, 4%
LEGACY CONSTRUCTION SERVICES GROUP LLC DBA PRO PLAYGROUND- TALLAHASSEE, FL	1 CATALOG, 10%
MILLER RECREATION EQUIPMENT AND DESIGN	1 CATALOG, 5%
PLAYCORE WISCONSIN/ DBA GAME TIME	1 CATALOG, 3%
PLAYMORE WEST, INC.	5 CATALOGS, 3%
PLAYSPACE SERVICES, INC.	INSTALL ONLY
PROJECT INNOVATIONS, INC.	1 CATALOG, 4%
REP SERVICES, INC.	2 CATALOGS, 3%
SHADE AMERICA, INC. - ST. AUGUSTINE, FL	1 CATALOGS, 5%
SOUTHERN PARK AND PLAY, LLC - MELBOURNE, FL	5 CATALOGS, 5%
SWARTZ ASSOCIATES, INC.	2 CATALOGS, 6%
WEBUILDFUN, INC. - ALLEN, TX	2 CATALOGS, 5%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 24-962-035

Title: Towing & Recovery Services

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/23/25 thru 09/22/26 ☐ N/A - One Time Purchase

Contract Value: \$ 70,000.00

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
0	6-months	1 - year	

Rationale/Reason

This contract will provide towing & recovery services for district owned vehicles.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: T. Mark Hagewood **Buyer:** Angelo Molfetta, NIGP-PPA
Title: Director, Transportation Purchasing Analyst

Contractor Name: Seminole Towing & Recovery
Address: 11076 70th Ave N
Seminole FL 33772
Contact: Margaret Mugharbel
Phone: 727-391-5522
Email: semtow1@gmail.com
Vendor ID: 22005

These same rates will apply if towing is required directly to the contractor's site.

Flat rate pricing within the Pinellas County School District:

VEHICLE TYPE	FLAT RATE
Passenger Car	\$100.00
School Bus, any size	\$350.00
Trucks, Vans, ½ to 5 Tons	\$350.00
Tractor-Trail	\$350.00
Trailer, Flat Bed, Bumper Hitch	\$350.00
Lawn Equipment & Tractor	\$150.00

Excessive Down Time Charge per Minute:
(Wait time longer than 15 minutes) \$1.00/minute

Flat rate pricing outside the Pinellas County School District:

(The reference point to calculate miles traveled "to and from" will be the **Walter Pownall Service Center**)

VEHICLE TYPE	Up to 50 Miles Flat Rate	51-100 Miles Flat Rate
Passenger Car	\$200.00	\$400.00
School Bus, any size	\$450.00	\$700.00
Truck or Van (1/2 to 5 Tons)	\$450.00	\$700.00
Tractor-Trail	\$450.00	\$700.00
Trailer, Flat Bed, Bumper Hitch	\$450.00	\$700.00

Vendor Contact Number for Towing Service: (727) 391-5522

Normal business hours are **6:00 AM to 6:00 PM**. During these hours, vehicles requiring service would normally be towed to one of five (6) locations listed below, unless the contractor is otherwise directed to an alternate location:

Walter Pownall Service Center 11111 S. Belcher Road Largo, FL 33773 (727) 547-7243	49 th Street Bus Compound 635 49 th Street South. St. Petersburg, FL 33711 (727) 893-1100, ext. 1017, 1018	Lealman Bus Compound 4100 35 th Street N, St. Petersburg, FL 33714 (727) 528-5800, ext. 2009, 2010
Clearwater Bus Compound 2100 Cleveland Street Clearwater, FL 33765 (727) 298-1643	Coachman Compound 2235 N.E. Coachman Rd. Clearwater, FL 33765	Tarpon Springs Bus Compound 806 S. Levis Avenue Tarpon Springs, FL 34689 (727) 943-4818, ext. 2005, 2006

At times when district personnel are not available or district facilities are closed, such as after or before normal business hours, weekends and holidays, vehicles requiring service shall be towed to the bid contract holder's facility. **Services provided during non-business hours will be charged at the same rates as for normal business hours.**

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 24-990-004

Title: Security Guard Services

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/22/25 thru 8/23/26

☐ N/A - One Time Purchase

Contract Value: \$87,955.00

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 type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
	6-months	1 - year	

Rationale/Reason

These security officer services are required to fill hours of operation when school security officers or school police are not available.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Pinellas Technical Colleges
Title: Director, Purchasing Department

Requested By: Mark Hunt **Buyer:** Barbara Molfetta
Title: Executive Director, Career, Technical and Adult Education

Contractor Name: Excelsior Defense, Inc
Address: 2660 5th Avenue North
St. Petersburg, FL 33713
Phone: 727-527-9600
Email: info@excelsiordefense.com
Vendor ID: V-42404

SECURITY GUARD SERVICES

DESCRIPTION	ESTIMATED ANNUAL HOURS	HOURLY RATE	GRAND TOTAL
Provide security services Monday-Friday, 6 hours per day, approximately 24 hours per week for 45 weeks	3500	\$25.13	\$87,955.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 24-880-176

Title: Audio Visual & Video
Equipment/Materials

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 7/1/25 thru 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 2,000,000.00

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 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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Rationale/Reason

Implementing the AV Bid List for our school district holds numerous benefits for our students, educators, and staff. By embracing AV technology, we can transform traditional classrooms into dynamic, engaging learning spaces, fostering creativity, critical thinking, and digital literacy among our students. The cost-effectiveness and efficiency offered by the bid list will allow us to maximize the value of our investments while streamlining procurement processes. The list includes items to create more engaging presentations, audio equipment for use across campus (car circle or PE field), equipment to help with printing posters and lamination, headsets for use with the one-to-one device initiative and various digital presenters to be used in classrooms.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB
Title: Director, Purchasing Department

For: Districtwide

Requested By: Kimberly Hill
Title: Director, Student Experience

Buyer: Barbara Molfetta

The following companies were awarded the bid for Audio Visual and Visual Equipment/Materials. are See detailed pages to follow for ordering information on the specific item(s) they were awarded. Always be sure to reference T/C code "AVB, EML2" on your TERMS purchase requisitions or Bid # 24-880-176 on your internal purchase orders to ensure you receive our contract price.

(See Attached Tabulation)

AWARDED VENDORS FOR BID 24-880-176 AUDIO VISUAL & VIDEO EQUIPMENT/MATERIALS

Contractor Name:	9 TO 5 COMPUTER SUPPLY INC	Contractor Name:	PHONE AND PAD WAREHOUSE LLC
Address:	3948 3RD ST S #103	Address:	5600 NW 12th Ave
	JACKSONVILLE BEACH, FL 32250		FT Lauderdale, FL 33309
Phone:	904-280-2544	Phone:	786-916-3785
Email:	sales@9to5computer.com	Email:	brian@ppwstores.com
Vendor ID:	V-43816	Vendor ID:	V-43830
Contractor Name:	AVI-SPL LLC	Contractor Name:	PYRAMID SCHOOL PRODUCTS
Address:	6301 Benjamin Rd Ste 101	Address:	6510 North 54th St
	Tampa, FL 33634		Tampa, FL 33610
Phone:	866-559-8197	Phone:	800-792-2644
Email:	Samantha.Somers@avispl.com	Email:	orders@pyramidsp.com
Vendor ID:	V-39594	Vendor ID:	V-1824
Contractor Name:	VISIONWORX/FORTE	Contractor Name:	SCHOOL SPECIALTY LLC
Address:	10393 Fortune Parkway	Address:	PO BOX 9031
	Jacksonville, FL 32256		Cambridge, MA 02139
Phone:	904-998-7227	Phone:	800-305-0174
Email:	amartin@avisoutheast.com	Email:	orders@schoolspecialty.com
Vendor ID:	V-44419	Vendor ID:	V-39460
Contractor Name:	CDW GOVERNMENT LLC	Contractor Name:	SENCOMMUNICATIONS INC
Address:	120 S Riverside Plz 5th Fl	Address:	912 Chad Lane
	Chicago, IL 60606		Tampa, FL 33619
Phone:	877-663-8569	Phone:	800-654-2993
Email:	mattant@cdwg.com	Email:	eblomquist@sencomm.com
Vendor ID:	V-13489	Vendor ID:	V-33467
Contractor Name:	COMPUTER STATION OF ORLANDO INC	Contractor Name:	SMILEY'S AUDIO VISUAL INC
Address:	13141 Lessing Ave	Address:	PO Box 6925
	Orlando, FL 32827		Lakeland, FL 33807
Phone:	407-928-3417	Phone:	800-282-3497
Email:	pat@csorlando.com	Email:	info@smileysaudiovisual.com
Vendor ID:	V-43818	Vendor ID:	V-16210
Contractor Name:	HOWARD TECHNOLOGY SOLUTIONS	Contractor Name:	UNITED DATA TECHNOLOGIES INC
Address:	PO Box 1588	Address:	2900 Monarch Lakes Blvd Ste 300
	Laurel, MS 39441		Miramar, FL 33027
Phone:	888-912-3151	Phone:	305-882-0435
Email:	bids@howardcomputers.com	Email:	klee@udtonline.com
Vendor ID:	V-39109	Vendor ID:	V-24840

Bid #24-880-176 AUDIO VISUAL AND VISUAL EQUIPMENT/MATERIALS

BID ITEM #	ITEM DESCRIPTION	MAKE & MODEL	UNIT PRICE	TERMS #	AWARDED VENDOR
1	DIGITAL PRESENTER, PORTABLE	ELMO OX-1 MFR #1433	\$ 119.00	88004152	SMILEY'S AUDIO VISUAL INC V-16210
2	DIGITAL PRESENTER, PORTABLE	IPEVO V4K Part #: 5-880-4-01-00	\$ 88.50	88044564	SMILEY'S AUDIO VISUAL INC V-16210
3	INTERACTIVE DIGITAL PRESENTER, PORTABLE	ELMO TT12W MFR#1379	\$ 519.75	88004153	SMILEY'S AUDIO VISUAL INC V-16210
4	DIGITAL PRESENTER, PORTABLE	RECORDEX 13MP SIMPLICITY CAM MFR# SC13ZAF	\$ 259.75	88007032	SMILEY'S AUDIO VISUAL INC V-16210
5	DIGITAL PRESENTER, PORTABLE	AVER MODEL# VISU50PLS	\$ 150.00	88007033	COMPUTER STATION OF ORLANDO V-43818
6	HEADSET, USB, STEREO W/ MICROPHONE	TWT AUDIO DURO TW220	\$ 22.27	88005005	9 TO 5 COMPUTER SUPPLY V-43816
7	HEADSET, USB	TWT AUDIO ERGO TW102	\$ 13.92	88002342	UNITED DATA TECHNOLOGIES V-24840
8	HEADPHONES, USB with MICROPHONE	TWT AUDIO ERGO TW120	\$ 16.48	88002343	UNITED DATA TECHNOLOGIES V-24840
9	HEADPHONES, USB-A with MICROPHONE	TWT AUDIO REVO TW320	\$ 25.86	88002344	UNITED DATA TECHNOLOGIES V-24840
10	HEADPHONES, USB-C with MICROPHONE	TWT AUDIO REVO TW330	\$ 25.86	88002345	UNITED DATA TECHNOLOGIES V-24840
11	HEADSET, STEREO	TWT AUDIO LITE TW50	\$ 7.35	88002346	9 TO 5 COMPUTER SUPPLY V-43816
12	HEADSET, STEREO W/MICROPHONE	TWT AUDIO LITE TW55	\$ 9.95	88002347	9 TO 5 COMPUTER SUPPLY V-43816
13	HEADSET, WIRELESS W/MICROPHONE	TWT AUDIO REVO TW340	\$ 46.04	88002348	UNITED DATA TECHNOLOGIES V-24840
14	HEADSET, GAMING W/MICROPHONE	TWT AUDIO VICTORY GAMING 350XG	\$ 46.04	88002349	UNITED DATA TECHNOLOGIES V-24840
15	STEREO HEADPHONE ADAPTER	THINKWRITE BREAKAWAY ADAPTOR (PK OF 10) TW-BC1	\$ 16.82	88043242	UNITED DATA TECHNOLOGIES V-24840
16	3.5mm AUX AUDIO PLUG TO USB-A ADAPTER FOR HEADPHONES/HEADSETS	ROCSTOR PREMIUM ADAPTER SKU# Y10A297-B1	\$ 8.00	88002350	SENCOMMUNICATIONS INC V-33467
17	LAMINATOR, ROLL TYPE, 27"	USI CSL 2700 PLUS XW127 3yr WARRANTY	\$ 1,596.00	88004036	SENCOMMUNICATIONS INC V-33467
18	CART, LAMINATOR	HOP INDUSTRIES LWS1	\$ 399.33	88004038	PYRAMID SCHOOL PRODUCTS V-1824
19	LAMINATOR FILM, 18" WIDE x 500' ROLL	USI STANDARD GLOSS MODEL# 0335	\$ 16.36	88043324	PYRAMID SCHOOL PRODUCTS V-1824
20	LAMINATOR FILM, 25" WIDE x 500' ROLL	USI VALUE WRAP SCHOOL MODEL#7669	\$ 19.44	88043325	PYRAMID SCHOOL PRODUCTS V-1824
21	LAMINATOR FILM, 27" WIDE x 500' ROLL	USI VALUE WRAP SCHOOL MODEL#7671	\$ 22.51	88043326	PYRAMID SCHOOL PRODUCTS V-1824
22	MICROPHONE, HANDHELD	SHURE PGA48-XLR	\$ 33.98	88004129	AVI-SPL LLC V-39594
23	MICROPHONE, VOCAL, UNI- DIRECTIONAL	SHURE SM58S	\$ 85.80	88004042	AVI-SPL LLC V-39594
24	MICROPHONE, LAVALIERE, OMNI-DIRECTIONAL	SHURE MX183	\$ 173.83	88006007	AVI-SPL LLC V-39594

25	MICROPHONE SYSTEM, HANDHELD, WIRELESS	SHURE BLX24/PG58-J11	\$ 227.35	88004137	AVI-SPL LLC V-39594
26	MICROPHONE SYSTEM, LAVALIERE, WIRELESS	SHURE PGXD14/93	\$ 348.60	88004138	AVI-SPL LLC V-39594
27	MICROPHONE STAND, DESK MOUNT, GENERAL PURPOSE	KESINGTON A1010 MODEL# K87651WW	\$ 28.00	88006008	HOWARD INDUSTRIES V-39109
28	MICROPHONE STAND, FLOOR, ADJUSTABLE, GENERAL PURPOSE	AMPLIVOX MODEL# S1073	\$ 79.00	88006009	HOWARD INDUSTRIES V-39109
29	PA SYSTEM, STEREO, PORTABLE, 375 WATT	OKLAHOMA SOUND WIRELESS MODEL# 1584461	\$ 440.86	88004065	SCHOOL SPECIALTY V-39460
30	COLOR PRINTER, POSTER	CANON IMAGE PROGRAF TM-240 LARGE FORMAT PRINTER MFG#624C002	\$ 1,315.00	88004160	CDW GOVERNMENT V-13489
31	COLOR PRINTER, LARGE FORMAT 36"	EPSON SURECOLOR T5170	\$ 1,798.00	88004161	PHONE AND PAD WAREHOUSE V-43818
32	COLOR PRINTER, LARGE FORMAT 24"	EPSON SURECOLOR T3170	\$ 927.00	88004162	CDW GOVERNMENT V-13489
33	MINI PORTABLE PROJECTOR	VIEWSONIC MFG# M1+	\$ 311.84	88007056	CDW GOVERNMENT V-13489
34	USB COMPUTER HD WEB CAM	LOGITECH C925E MFR# 960-001075	\$ 73.00	88044567	CDW GOVERNMENT V-13489
35	USB COMPUTER WEB CAM	LOGITECH MODEL# C270HD MFR# 960-000694	\$ 24.89	88044568	CDW GOVERNMENT V-13489
36	PROJECTOR, 3LCD, CLASSROOM USE	EPSON POWERLITE L210W WXGA V11HA70020	\$ 943.00	88007057	VISIONWORX FORTE V-44419
37	PROJECTOR, 3LCD, CLASSROOM USE	EPSON POWERLITE 982 WXGA V11H987020	\$ 590.58	88004092	AVI-SPL LLC V-39594
38	PROJECTOR, 3LCD, LARGE ROOM USE	EPSON POWERLITE L520W V11HA31020	\$ 1,369.77	88004093	VISIONWORX FORTE V-44419
39	EPSON INTERACTIVE TOUCH MODULE (ACCESSORY)	EPSON INTERACTIVE TOUCH V12H007A23	\$ 148.00	88004087	VISIONWORX FORTE V-44419
40	PROJECTOR, ULTRA SHORT THROW	EPSON POWERLITE 760W WIRELESS WXGA V11HA81020	\$ 1,165.00	88007060	VISIONWORX FORTE V-44419
41	PROJECTOR, INTERACTIVE, ULTRA SHORT THROW	EPSON BRIGHTLINK 760WI V11HA80020	\$ 1,461.00	88004086	VISIONWORX FORTE V-44419
42	PROJECTOR, INTERACTIVE, ULTRA SHORT THROW & INTERACTIVE TOUCH MODULE	EPSON BRIGHTLINK 760WI V11HA80020 & INTERACTIVE TOUCH MODULE V12H007A23	\$ 1,635.00	88004088	VISIONWORX FORTE V-44419
43	WALL MOUNT FOR EPSON ULTRA-SHORT THROW PROJECTORS	EPSON ELPMB62 V12HA06A05	\$ 90.91	88006042	AVI-SPL LLC V-39594
44	WHITEBOARD, INTERACTIVE w/USB CABLE	SMART SBM 777-43	\$ 1,089.00	88006023	PHONE AND PAD WAREHOUSE V-43818
45	65" INTERACTIVE FLAT PANEL	SMART MX265-V5	\$ 1,902.00	88044549	VISIONWORX FORTE V-44419
46	65" INTERACTIVE FLAT PANEL	SMART RX265	\$ 2,649.00	88006044	VISIONWORX FORTE V-44419
47	75" INTERACTIVE FLAT PANEL	SMART RX275	\$ 3,498.00	88006045	VISIONWORX FORTE V-44419
48	75" INTERACTIVE FLAT PANEL	SMART MX275-V5	\$ 2,498.00	88006046	VISIONWORX FORTE V-44419
49	FLAT PANEL MOBILE AV CART	CHIEF PFCUB	\$ 738.50	88044546	CDW GOVERNMENT V-13489

50	MOUNT & MOUNTING INTERFACE	BALANCEBOX 480A12/481A70	\$ 560.67	88044544	UNITED DATA TECHNOLOGIES V-24840
51	MOUNT & MOUNTING INTERFACE	BALANCEBOX 480A14/481A70	\$ 560.67	88044545	UNITED DATA TECHNOLOGIES V-24840
52	SMART TECHNOLOGIES REPLACEMENT PENS AND ERASER	SMART SMAR-RPEN-ER	\$ 13.41	88044560	AVI-SPL LLC V-39594
53	SMART TECHNOLOGIES REPLACEMENT PENS	SMART SMA- RPEN-SBM6	\$ 9.46	88044561	AVI-SPL LLC V-39594
54	WHITEBOARD, INTERACTIVE ACCESSORIES	Discount off manufacturer's list price for SmartBoard accessories.	10%	88006025	AVI-SPL LLC V-39594
55	86" INTERACTIVE TOUCH-ENABLED DISPLAY	VIEWSONIC VIEWBOARD IFP8652-1C Including Management Software	\$ 2,730.85	88006047	UNITED DATA TECHNOLOGIES V-24840
56	43" DIGITAL DISPLAY	VIEWSONIC COMMERCIAL DISPLAY CDE4330 Including Management Software	\$604.60	88006062	CDW GOVERNMENT V-13489
57	55" DIGITAL DISPLAY	VIEWSONIC COMMERCIAL DISPLAY CDE5530 Including Management Software	857.15	88006063	UNITED DATA TECHNOLOGIES V-24840
58	65" DIGITAL DISPLAY	VIEWSONIC COMMERCIAL DISPLAY CDE6530 Including Management Software	\$ 1,027.00	88006049	UNITED DATA TECHNOLOGIES V-24840
59	75" DIGITAL DISPLAY	VIEWSONIC COMMERCIAL DISPLAY CDE7530 Including Management Software	\$ 1,241.00	88006050	CDW GOVERNMENT V-13489
60	86" DIGITAL DISPLAY	VIEWSONIC COMMERCIAL DISPLAY CDE8630 Including Management Software	\$ 2,245.69	88006051	CDW GOVERNMENT V-13489
61	MOUNT FOR DIGITAL DISPLAY	VIEWSONIC WMK-047-2	\$ 49.00	88006052	UNITED DATA TECHNOLOGIES V-24840
62	CART FOR INTERACTIVE TOUCH DISPLAY	VIEWSONIC SLIM TROLLEY CART VB-STND-005	\$ 425.00	88006053	UNITED DATA TECHNOLOGIES V-24840
63	WIRELESS MODULE FOR INTERACTIVE BOARD	VIEWSONIC VB-WIFI-001	\$ 56.00	88006054	UNITED DATA TECHNOLOGIES V-24840
64	PC MODULE FOR INTERACTIVE BOARD	VIEWSONIC VPC25-W53-01-1B	\$ 839.00	88006055	UNITED DATA TECHNOLOGIES V-24840
65	DISPLAY BOARD, INTERACTIVE ACCESSORIES	Discount off manufacturer's list price for SmartBoard accessories.	15%	88006056	UNITED DATA TECHNOLOGIES V-24840
66	STORAGE TUB FOR iPADS, KINDLES, TABLETS	COPERNICUS TECH TUB 2 FOR LARGE ADAPTERS FTT1112	\$ 399.00	88007036	PHONE AND PAD WAREHOUSE V-43818
67	WIRELESS PROJECTION DEVICE	SCREENBEAM 1000 EDU GEN 2 MFG# SBWD 1000EDUG2	\$ 455.37	88005310	UNITED DATA TECHNOLOGIES V-24840

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-924-116

Title: Applerouth Online Student Licenses including CLT, ACT, & SAT

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/25 thru 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 95,000.00

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 type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
		6-months	1 - year	

Rationale/Reason

To support our concordance efforts in the 11th and 12th grade intensive reading classrooms by providing instruction and practice with CLT, ACT, and SAT.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Districtwide
Title: Director, Purchasing Department

Requested By: Britt Moseley **Buyer:** Barbara Molfetta
Title: HS ELA and Reading Specialist Purchasing Analyst

Contractor Name: Applerouth Tutoring Services
Address: PO Box 14161
Atlanta, GA 30324
Phone: 404-728-0661
Email: jtongel@applerouth.com
Vendor ID: V-37621

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
APPLEROUTH TUTORING SERVICES

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 10th day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and APPLEROUTH TUTORING SERVICES (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 August 1, 2025, and end June 30, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$95,000.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Pinellas County Referendum. The following terms shall govern payments:
 - a) Payments will be made in quarterly installments.
 - b) Contractor will submit quarterly 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. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. 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, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be 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. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. 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 erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers,

storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors 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 costs, damages, judgments or losses 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 subcontractor of Contractor to the extent and only to the extent that 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 obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. 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.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., 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.

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Jennifer Tongel, Director of K-12
100 Howe Ave, Ste 263N
Sacramento, CA 95825

Board Project Contact: Britt Moseley, (High School Language Arts Specialist)
P.O. Box 2942
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.

17. 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.

18. 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 the state or federal court whose jurisdiction includes Pinellas County, Florida.

19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the

School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. 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.
21. 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.
22. 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 chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

APPLEROUTH TUTORING SERVICES

By: Jennifer Tongel
Jennifer Tongel, Director of K-12

Date: 6/10/2025

Approved as to Form:

Quint Kojima
Office of School Board Attorney

PROJECT REFERENCE:

FUNDING SOURCE: Referendum

Attachment A

Golden Pacific Education, DBA:
Applerouth Tutoring Services
100 Howe Ave , Ste 263N
Sacramento, CA 95825



Phone: (404) 728-0661
www.applerouth.com

Date: 6/3/2025
Quote Number: 2025-D2262-Q0712

Quote

To: Pinellas County Schools
Britt Moseley

Item	Description	Qty		Unit Price	Total
	Applerouth Online Student Licenses (includes CLT, ACT, SAT)	5000		\$ 19.00	\$ 95,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ 95,000.00

If you have any questions, please contact us at (404) 728-0661

Shipping Charges	
Sales Tax	--
Total	\$ 95,000.00

Applerouth Tutoring Services
100 Howe Ave, Ste 263N, Sacramento, CA 95825

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-208-118

Title: Canvas Studio and LMS Cloud Subscriptions

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 7/1/25 thru 6/30/30

☐ N/A - One Time Purchase

Contract Value: \$ 1,789,149.80

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
unlimited	6-months	5 - year	

Rationale/Reason

Canvas offers a unified digital learning platform that enhances personalized instruction, supports staff professional development, and equips educators with the tools and data they need to track progress and tailor learning experiences for student success.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB
Title: Director, Purchasing Department

For: Districtwide

Requested By: Kimberly Hill, Director, Student Experience
Title: Jolene Jackson, Director, Professional Development

Buyer: Barbara Molfetta
Purchasing Analyst

Contractor Name: Instructure, Inc.
Address: 6330 South 3000 East
Suite 700
Salt Lake City, UT 84121
Phone: 813-597-6924
Email: ar@instructure.com
Vendor ID: V-33230

(See Attached Tabulation)

(Same Contract Number as above)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
INSTRUCTURE, INC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of the last date of signature below, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and INSTRUCTURE, INC. (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 the Instructure Services Order Forms set out in Attachment A, which said Order Forms, together with the Instructure Master Terms and Conditions referenced therein, are incorporated into and are made part of this Agreement. The parties agree as follows:

1. Term of Project: The project period will begin July 1, 2025, and end June 30, 2030. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation: The School Board agrees to pay the Contractor the fees more fully set out in Attachment A for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
 - a) Payments will be made annually in advance as set out in Attachment A.
 - b) Contractor will submit invoices annually as set out in Attachment A.
 - c) Where applicable, 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, including antidiscrimination laws, 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 applicable 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 financial 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. Non-appropriation: The Board may terminate this Agreement at any time if funding is not annually appropriated for this product and/or service. The School Board warrants that this appropriation and allotment of funds is beyond its control. If the Appropriation Body fails to appropriate or allot the necessary funds, then School Board will issue written notice to Contractor within 30 days of its intent to terminate this order. No refunds shall be made for any pre-paid fees.
 - B. With Cause: The failure of either party to comply with any material 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 thirty (30) working days from receipt of such notice in which to cure the default. If the default is not cured within the thirty (30) 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 As set out in Sections 9, 10 and 13 of the Instructure Master Terms and Conditions.
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: As set out in Sections 12 and 16 of the Instructure Master Terms and Conditions.
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: Where applicable, 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 sections 1012.465, et seq., 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: Lauren Curry, Renewal Representative
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
- Board Project Contact: Sarah Truelson, Program Coord. of Digital Learning
P.O. Box 2942
Largo, FL 33779-2942
- Board Administrative Contact: Kimberly Hill, Director of Student Experience
Student and Community Support Services
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 the state or federal court whose jurisdiction includes Pinellas County, Florida.
18. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the School Board to perform the service.
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does

- not transfer the records to the School Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, browngangel@pcsb.org.
19. 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.
20. 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.
21. Entire Agreement; Modifications: This Agreement, together with the attachments, 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 chief executive or administrative officers of the parties.
22. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an

affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).

- (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating these E-Verify laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement as set out in section 448.095(5)(c)3., Florida Statutes, including but not limited to higher costs for the same services and costs of re-procurement.

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IN WITNESS WHEREOF, the parties have set their hands and seals, on the dates set out below.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Laura Hine, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

INSTRUCTURE, INC.

By: Jeffrey Ebert

Print Name: Jeff Ebert

Date: 7/08/2025

Approved as to Form:

Sara Wachtel
Office of School Board Attorney

Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-380046-4

Date: 2025-06-20

Order Valid Through: 2025-06-30

Order Form for Pinellas County Schools

Bill to Information

Entity Name: Pinellas County Schools

Address: PO BOX 2942

City: LARGO

State/Province: Florida

Zip/Postal Code: 33779-2942

Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Pinellas County Schools

Address: 301 Fourth St. SW

City: Largo

State/Province: Florida

Zip/Postal Code: 33770

Country: United States

Shipping Contact

Name: Kim Hill

Email: hillki@pcsb.org

Phone: +1 727 893 2187

Billing Information

Billing Frequency: Annual Upfront

Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	13,750	USD 44,825.00	USD 44,825.00
S2	24x7 Tier 1 Support (Faculty Only)	2025-07-01	2026-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 13,447.50	USD 13,447.50

Year 2								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	13,750	USD 44,825.00	USD 44,825.00
S2	24x7 Tier 1 Support (Faculty Only)	2026-07-01	2027-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 13,447.50	USD 13,447.50

Year 3								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2027-07-01	2028-06-30	Recurring	User	13,750	USD 44,825.00	USD 44,825.00
S2	24x7 Tier 1 Support (Faculty Only)	2027-07-01	2028-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 13,447.50	USD 13,447.50

Year 4								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2028-07-01	2029-06-30	Recurring	User	13,750	USD 44,825.00	USD 44,825.00
S2	24x7 Tier 1 Support (Faculty Only)	2028-07-01	2029-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 13,447.50	USD 13,447.50

Year 5								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2029-07-01	2030-06-30	Recurring	User	13,750	USD 44,825.00	USD 44,825.00
S2	24x7 Tier 1 Support (Faculty Only)	2029-07-01	2030-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 13,447.50	USD 13,447.50

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 58,272.50	USD 0.00	USD 58,272.50
Year 2	USD 58,272.50	USD 0.00	USD 58,272.50
Year 3	USD 58,272.50	USD 0.00	USD 58,272.50
Year 4	USD 58,272.50	USD 0.00	USD 58,272.50
Year 5	USD 58,272.50	USD 0.00	USD 58,272.50
Total	USD 291,362.50	USD 0.00	USD 291,362.50

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	13,750.00
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	1.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of **5%** unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Opt Out: One Time Opt-Out: Each party has the one time option to cancel remaining years listed on the Order Form after Annual Opt-Out by providing written notification to the other party no later than 60 days prior to the end of Annual Opt-Out. Any prepaid amounts to Instructure will not be refunded.

Product Special Terms

Instructure's support terms are available as follows: <https://www.instructure.com/canvas/support-terms>

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

Conflict Clause: In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>


Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Pinellas County Schools

Signature: _____
Name: _____
Title: _____
Date: _____

Instructure, Inc. (USA/CAN)

Signature: 
Name: Jeff Ebert
Title: Director, Deal Desk & Pricing
Date: 7/08/2025



Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-382100-4

Date: 2025-06-20

Order Valid Through: 2025-06-30

Order Form for Pinellas County Schools

Bill to Information

Entity Name: Pinellas County Schools

Address: PO BOX 2942

City: LARGO

State/Province: Florida

Zip/Postal Code: 33779-2942

Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Pinellas County Schools

Address: 301 Fourth St. SW

City: Largo

State/Province: Florida

Zip/Postal Code: 33770

Country: United States

Shipping Contact

Name: Kim Hill

Email: hillki@pcsb.org

Phone: +1 727 893 2187

Billing Information

Billing Frequency: Annual Upfront

Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas Studio Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	4,000	USD 4,800.00	USD 4,800.00
S2	Canvas LMS K-12 Bundled Services	2025-07-01	2026-06-30	Recurring	User	87,000	USD 0.00	USD 294,757.46

Year 2								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	4,000	USD 4,800.00	USD 4,800.00
S2	Canvas LMS K-12 Bundled Services	2026-07-01	2027-06-30	Recurring	User	87,000	USD 0.00	USD 294,757.46

Year 3								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas Studio Cloud Subscription	2027-07-01	2028-06-30	Recurring	User	4,000	USD 4,800.00	USD 4,800.00
S2	Canvas LMS K-12 Bundled Services	2027-07-01	2028-06-30	Recurring	User	87,000	USD 0.00	USD 294,757.46

Year 4								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas Studio Cloud Subscription	2028-07-01	2029-06-30	Recurring	User	4,000	USD 4,800.00	USD 4,800.00

S2	Canvas LMS K-12 Bundled Services	2028-07-01	2029-06-30	Recurring	User	87,000	USD 0.00	USD 294,757.46
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Year 5								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas Studio Cloud Subscription	2029-07-01	2030-06-30	Recurring	User	4,000	USD 4,800.00	USD 4,800.00
S2	Canvas LMS K-12 Bundled Services	2029-07-01	2030-06-30	Recurring	User	87,000	USD 0.00	USD 294,757.46

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 299,557.46	USD 0.00	USD 299,557.46
Year 2	USD 299,557.46	USD 0.00	USD 299,557.46
Year 3	USD 299,557.46	USD 0.00	USD 299,557.46
Year 4	USD 299,557.46	USD 0.00	USD 299,557.46
Year 5	USD 299,557.46	USD 0.00	USD 299,557.46
Total	USD 1,497,787.30	USD 0.00	USD 1,497,787.30

Products	Description	Qty
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	4,000.00
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	87,000.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	Unlimited access to core and advanced on-demand training content for teachers and admins and unlimited access to instructor-led online training through the Training Portal.	87,000.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of 8% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Opt Out: One Time Opt-Out: Each party has the one time option to cancel remaining years listed on the Order Form after Annual Opt-Out by providing written notification to the other party no later than 60 days prior to the end of Annual Opt-Out. Any prepaid amounts to Instructure will not be refunded.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

Conflict Clause: In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:

If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
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Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Pinellas County Schools


Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc. (USA/CAN)

Signature: 

Name: Jeff Ebert

Title: Director, Deal Desk & Pricing

Date: 7/08/2025

ATTACHMENT B
STUDENT RECORDS CONFIDENTIALITY AND
NON-REDISCLOSURE AGREEMENT

THIS STUDENT RECORDS CONFIDENTIALITY AND NON-REDISCLOSURE AGREEMENT ("Agreement") is entered into as of the date of last signature below by and between the School Board of Pinellas County, Florida, through its administrative agent (the "District"), and Instructure, Inc. ("Contractor"). The parties to this Agreement hereby acknowledge and agree to the following:

ACKNOWLEDGMENT

Contractor may be provided access to information which includes personally identifiable student records or reports for the limited purpose(s) of providing Canvas Learning Management System (Canvas LMS) and Canvas Studio services as more fully described in the Services Agreement ("Services"). Contractor acknowledges the following:

- That the term "Services Agreement" means the agreement in effect between the Parties signed on or around the date hereof under which the Contractor provides the Services to the District.
- That the term "Contractor" shall include Contractor's employees and agents; as such, each of Contractor's employees' and agents' authorized access to this information is bound by the acknowledgments and agreements herein;
- That the information provided in the student records is confidential and its release may be restricted or prohibited by law ("confidential information"); and
- That any report, paper, publication, summary, synopsis, development, etc. created by Contractor that contains individual and identifiable student information is considered and shall be confidential information for purposes of this Agreement.

AGREEMENT

The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights and Privacy Act (FERPA) and that Contractor shall abide by the provisions of FERPA, COPPA, and all other federal and state student privacy laws and regulations applicable to the services provided by Contractor or Contractor's processing of confidential information ("Applicable Laws"). Contractor agrees that at no time will confidential information be sold, distributed or transferred to any other party without the express written consent of the District, which may only be given in accordance with applicable law. Provided, however, Contractor may share confidential information with third-party service providers that are engaged by the Contractor for the purposes of providing the Services ("Authorized Subprocessors"). Contractor further agrees that it shall regard all such information as confidential. Except for Authorized Subprocessors, Contractor shall not disclose, re-disclose, share, reveal, communicate, impart or divulge the confidential information to any person or entity outside of Contractor's organization, unless required by law or regulation. Contractor shall take the same or greater precautions to protect the confidential information as is taken with Contractor's own confidential proprietary information.

Subject to the above, Contractor shall not disclose confidential information to a third party, except under the following circumstances:

- When authorized by the District;
- When required by court order or subpoena.

In the event Contractor becomes legally compelled to disclose confidential information, Contractor will use commercially reasonable efforts to promptly notify District and will provide reasonable cooperation to District in its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the confidential information in such circumstances.

Contractor agrees that when presenting, publishing, reporting or otherwise disclosing any findings, developments, summaries, etc., Contractor shall not reveal any confidential information which would identify a student or parent, to any person who is not authorized to receive such information, including but not limited to employees of Contractor and/or District.

The Contractor agrees to comply with applicable provisions of § 501.171 the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations hereunder requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board not more than 72 hours after becoming aware of the Notification Event and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any reasonable out of pocket remediation costs related to such Notification Event. Reasonable out of pocket remediation costs means commercially reasonable out-of-pocket expenses for legally required notifications of District end users of the Contractor-caused Notification Event (but not the costs of any professional third-party services, including those relating to crisis management, public relations or media relations services, which are indirect and consequential damages under the Services Agreement).

The Contractor agrees that any and all confidential information will be stored, processed, and maintained solely on designated servers and that no confidential information at any time will be stored on any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a District officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by District for any general or specific case. The Contractor shall ensure that all confidential information included as part of its backup and recovery processes shall be encrypted in transit and at rest during such processes using encryption standards that meet current best practices and standards, and are not inclusive of a weak key or deprecated, obsolete, or vulnerable encryption protocol or process. Notwithstanding the aforesaid, the District acknowledges and agrees that while the Services will be hosted in the United States, confidential information may be transferred and processed outside the United States for the purposes of providing the Services, particularly in relation to engineering and support related services, subject always to compliance with applicable laws.

The Contractor shall employ industry best practices, both technically and procedurally, to protect confidential information from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and confidential information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to personnel and Subprocessors who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's applicable privacy requirements and that all persons to whom student records are disclosed will be warned regarding the confidential nature of such information and have protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement, District represents, warrants, and covenants that it has complied with all Applicable Laws, including without limitation providing all notices and obtaining all consents and rights necessary under Applicable Laws for Instructure to process confidential information and share such information with Approved Subprocessors for the purposes of providing the Services. In the event the District determines that the foregoing representation, warranty and covenant is untrue, District will promptly notify Contractor. Unless prohibited by Applicable Laws, District shall indemnify Contractor from and against all claims, directly resulting from any material breach of this paragraph by District, its employees, agents, contractors, sub-processors, or subcontractors.

This Agreement shall be effective until the earlier of (i) either party providing written notice of termination, with or without cause, to the other, or (ii) Contractor's ceasing to perform the work or tasks necessitating this Agreement. The obligations of this Agreement will survive the termination of this Agreement and any return or destruction of the confidential information. Upon termination of the Agreement Contractor shall erase, destroy, or render unreadable all confidential information in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed following ninety (90) days of the termination of this Agreement or within thirty (30) days of the request of an agent of the District, whichever shall come first.

Subject to the terms of the Services Agreement, Contractor shall indemnify and hold the District and its officers and employees harmless from any third party claim arising from the Contractor's violation of Applicable Laws, or an unauthorized disclosure of confidential information resulting from the breach of Contractor's obligations hereunder, including but not limited to

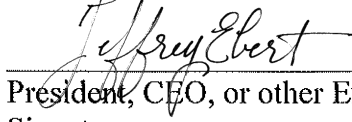
defending the District and its officers and employees against the Contractor-caused third party claim, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of such Contractor-caused third party claim. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this clause is barred by any applicable statute of limitations.

The parties agree that this Agreement, the Services Agreement and any attachments thereto (i) are the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the information, (ii) supersede all related discussions and other communications and agreements between the parties with respect to this subject matter, (iii) may only be modified in writing by authorized representatives of both parties, (iv) shall be governed by and construed in accordance with the laws of the state of Florida. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. Any provisions which by their nature should survive the termination of this Agreement shall so survive.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below to be effective as of the date of last signature below.

FOR CONTRACTOR:



President, CEO, or other Executive Officer
Signature

Jeff Ebert

Printed Name

Director, Deal Desk & Pricing

Title

7/08/2025

Date

FOR THE DISTRICT:

Signature

Printed Name

Title

Date

Approved As To Form:



School Board Attorneys Office

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-208-100

Title: Certiport District User Licenses

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 ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/25 thru 7/31/26

☐ N/A - One Time Purchase

Contract Value: \$ 330,458.31

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
unlimited	6-months	1 - year	

Rationale/Reason

Certiport Universal License is a discounted license fee for our district to provide Industry Certifications for approximately 6200 students. These certifications are in the area of Microsoft, IT Specialist, Adobe, Quick Books, Entrepreneurship and Small Business and IC3 Digital Literacy. Exam licenses are required to use the Certiport testing platform to test in these industry certs that are on the FLDOE CAPE list, which allows for funding from DOE back to the programs that generated them. Also, these certifications qualify for Acceleration for students in High School and Middle School.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB

For: Districtwide

Title: Director, Purchasing Department

Requested By: Steve Plummer

Buyer: Barbara Molfetta

Title: Curriculum Specialist, Business Technologies, Information Technologies, Marketing & Diversified Education

Contractor Name: Certiport Inc
Address: 5601 Green Valley Drive
Bloomington, MN 55437
Phone: 888-999-9830
Email: michele.thomas@pearson.com
Vendor ID: V-32216

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and

CERTIPOINT, A BUSINESS OF NCS PEARSON THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of August, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and CERTIPOINT, A BUSINESS OF NCS PEARSON, INC. (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 August 1, 2025, and end July 31, 2026. The parties reserve the right to extend this Agreement for a specified period by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (*must be greater than \$50,000.00*): The School Board agrees to pay the Contractor \$330,458.31 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
 - a) Payments will be made in quarterly installments.
 - b) Contractor will submit quarterly 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 relating to the financial transaction outlined in this contract.
 - 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 follow 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 the financial transactions outlined in 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 achieved to the date of termination will be due and payable to the Contractor.
8. Blank:
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 financial records 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. Confidentiality: Contractor agrees that subject to the requirements of Chapter 119, Florida Statutes, any Board Data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any Board Data gathered because of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such Board Data in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board Personally Identifiable Student Information from Education Records, 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. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA) to the extent that Contractor received Board Data and Personally Identifiable Student Information from Education Records, and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, and to the extent that Board Data and Personally Identifiable Student Information from Education Records is received 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 Board Data and Personally Identifiable Student 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 erase, destroy, or render unreadable all Board Data and Personally Identifiable Student Information from Education Records in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

To the extent that it is received, the Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of Personally Identifiable Student Information from Education Records or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

To the extent that it is received, the Contractor agrees that any and all Board Data will be stored, processed, and maintained solely on designated servers and that no Board Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the

delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup Data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board Data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the Board Data in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared Board Data will be disclosed only to employees of the agency who have a need to access the Board Data in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, Board Data will not be disclosed except as allowed by the laws; and
- Safeguard the Board Data through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect the Board Data in accordance with FERPA's privacy requirements and that all shared Board Data it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the Board Data is safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, either parties, their employees, agents, representatives, contractors and subcontractors shall indemnify and hold the other party and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending themselves their officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the them, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon them arising out of the breach of this covenant by the other party or an officer, employee, agent, representative, contractor or subcontractor of the other party to the extent and only to the extent that the other party 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 obligations under this Agreement and shall be fully binding upon the parties until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

Notwithstanding anything aforementioned, neither Personally Identifiable Student Information from Education Records nor Board Data are included within Examination Data. Examination Data is defined as any and all information that end users have consented for Contractor to use and retain, including any and all information collected by Contractor during the registration and examination of an end user, which is done with the consent of an eligible end user, or, if the end user is under the age of 18, with the consent of an end user's parent or legal guardian.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: To the extent applicable, 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.
14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., 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.
15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:
- Contractor Contact: Michele Thomas, Direct/Field Sales Representative
5601 Green Valley Dr., Bloomington, Minnesota, 55437
- Board Project Contact: William M. Hunt, Executive Director, Career Technical
and Adult Education, Pinellas County Schools
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. 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.
18. 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 the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the School Board to perform the service.
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required to bind the parties.
21. 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.
22. Entire Agreement; Modifications: This Agreement, and the Certiport Authorized Test Center 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 chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors

- (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board because of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

CERTIPORT, A BUSINESS OF NCS PEARSON]

By: _____
[INSERT Name & Title]

Date: _____

Approved as to Form:



Office of School Board Attorney

Attachment A: 3 pages that follow include Certiport Price Quote, Terms and Conditions



A PEARSON VUE BUSINESS

Mailing Address

Certiport, a business of NCS Pearson, Inc.
1633 W. Innovation Way, 5th Floor
Lehi, UT 84043 USA

Please email POs if possible. Otherwise send them to the mailing address above. michele.thomas@pearson.com

ATTACHMENT A

Universal License Quote

NO: 00020325

DATE: May 30, 2025

TO: Pinellas County Schools
Attn: Steve Plummer

Contact Phone:

Main Phone:

Email:

Plummers@pcsb.org

REPRESENTATIVE			QUOTE GOOD UNTIL	
Michele Thomas			August 1, 2025	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Universal District License for Pinellas School District</u> <i>Additional purchase(s) of licenses within the same school year will be purchased at the same unit price and expire on the same date as the original order.</i> <i>Licenses will be active for one calendar year - 8/1/25 through 7/31/26, unless purchased after 8/1/25 then will be active one calendar year from that date.</i> <ul style="list-style-type: none">For all K-12 schools in the districtProvide access to Certiport programs (ACP, MOS, ACU, IC3, Spark, IT Specialist, MCF, Intuit, ESB, PMI, Apple Swift, CCS, Unity, Cisco, Meta Agriculture, Health Sciences, Hospitality and Culinary)Assign student inventory packs as needed in any school across the district. Six exams in each student exam licenseUnlimited practice tests on the GMetrix platform to the students for each program currently offeredOne free CERTIFIED Conference registration <u>Number of Exam License options</u> 6,123	\$53.97	\$330,458.31

M. H. 6/16/25

SUBTOTAL	\$330,458.31
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$330,458.31

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark,

patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-208-119

Title: Nearpod Premium Plus, Social Studies, and Math Program Subscriptions

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 7/2/25 thru 7/31/26

☐ N/A - One Time Purchase

Contract Value: \$ 360,000.00

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
	unlimited	6-months	1 - year	

Rationale/Reason

Nearpod has continued to be a valuable tool in Pinellas County, especially with our PCS Connects initiative. Teachers are able to create interactive lessons tied to the standards that allow for greater student engagement. The platform enables teachers to add activities for student reflection on what they are learning and tools for quickly assessing their understanding of the current lesson.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Districtwide
Title: Director, Purchasing Department

Requested By: Kimberly Hill **Buyer:** Barbara Molfetta
Title: Director, Student Experience Purchasing Analyst

Contractor Name: Nearpod LLC
Address: 2911 Peach Street
Wisconsin Rapids, WI 54494
Phone: 305-677-5030
Email: electronicorders@renaissance.com
Vendor ID: V-34140

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
RENAISSANCE LEARNING, INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 15th day of July 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board" or "You" or "Your") and Renaissance Learning, Inc. (hereinafter "Contractor" or "we" or "Our").

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 July 2, 2025, and end July 31, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$360,000.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
 - a) Payments will be made in one lump sum payment.
 - b) The School Board will issue payment within 45 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 ninety (90) days written notice to the other party. If the Customer exercises its right to terminate for Convenience, any such termination will not result in any refund or credit for products and services already delivered, or for the remaining balance of any unused subscription period.

- 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 thirty (30) days from receipt of such notice in which to cure the default. If the default is not cured with the thirty (30) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective thirty (30) calendar days from the 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.

8. Intellectual Properties:

- A. *Renaissance's Ownership*. The Renaissance Materials (including past, present, and future versions) contain Content that is owned by or licensed to us. Content means all the text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, activities, assessments, printables, pictures, video, animation, characters, audio clips, trademarks, trade names, service marks, computer code displayed on or available through the Renaissance Materials; the design, layout, look appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials and other items relating to the Renaissance Materials, the Renaissance services and the Renaissance products; and any and all other forms of intellectual property. Reproduction of the Renaissance Materials or Content outside the Renaissance Materials; functionality is prohibited Renaissance owns all legal rights, title, and interest in and to the Renaissance Materials or Content, including any intellectual property rights, whether those rights are registered or not, and wherever in the world those rights may exist, subject to the rights of third-parties from whom Renaissance licensed Content.
- B. *License*. Subject to your strict compliance with these Terms, our Privacy Policy, any additional terms that may be mutually agreed, and your payment of any applicable subscription fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license and right to access, use, reproduce, distribute, publicly perform, and display the Renaissance Materials and Content. The license does not give you any ownership or interest in any intellectual property of the Renaissance Materials or Content and you cannot otherwise use the Content or Renaissance Materials, without our express, prior, written consent. Renaissance and/or our licensors hereby reserve all rights in and to the Renaissance Services or Content (as the context may require) not expressly granted in these Terms. Except as expressly permitted in these Terms or with Renaissance prior express written consent, no part of the Renaissance Materials or Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise used for any reason whatsoever.
- C. *User-Generated Content*
- i. By using Renaissance Materials, you may provide or create content and any other materials, information, ideas, concepts, and know-how ("User-Generated Content"). Under no circumstances will Renaissance become liable for any payment to you for any information that you provide. You, and not Renaissance, are solely responsible for any User-Generated Content you make available

through your use of the Renaissance Materials. Renaissance does not control the User-Generated Content hosted via the Renaissance Materials, nor does it guarantee the accuracy, integrity or quality of such User-Generated Content. Except as expressly set forth in these Terms, users shall retain all rights, including intellectual property rights, for User-Generated Content that they create with their Renaissance account, unless they enter a publishing agreement with Renaissance. You acknowledge that all posted User-Generated Content is stored on and made available through the Renaissance materials by Renaissance's servers and not on your device. You understand that all User-Generated Content is provided to you through the Renaissance Materials only on an "as-available" basis and Renaissance does not guarantee that the availability of the User-Generated Content will be uninterrupted or error free.

- ii. Although the Renaissance account owner is and remains the owner of any User-Generated Content, and data, including student content and data, submitted through the Renaissance Materials, you grant us a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and transferable right and license to use, reproduce, publish, display, modify, make derivative works of, transmit and copy your anonymized content and to additionally distribute and publicly perform your content in connection with the Renaissance Materials and Renaissance's (and its successor's) business, in any media formats and through any media channels for the purposes of delivering the services to you. Additionally, You grant the irrevocable, perpetual, worldwide, sublicensable, transferrable, right to use your information solely on an aggregated and anonymized basis ("Aggregated Data"). Renaissance represents and warrants it will not use student personal information for third party marketing. Finally, You also hereby grant to each user of the Renaissance Materials a non-exclusive license to access and view your anonymized User-Generated Content as permitted by the functionality of the Renaissance Materials and these Terms. Notwithstanding the immediately preceding sentence, or anything else to the contrary, Renaissance Materials only make your content available to others if you choose to allow it. For the avoidance of doubt, such anonymized User-Generated Content shall not include any personally identifiable information.

D. Renaissance Materials, Content Use Restrictions, and Customer Obligations

- i. You will not and will not attempt to: (i) license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the Renaissance Materials or Content (including, without limitation, the reproduction, sale trading or resale of Renaissance materials or Content customized by other Renaissance users) without our prior written agreement; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Renaissance Materials are compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; (iii) scan our systems without written authorization; (iv) create any derivative product from of the foregoing, without our prior consent; (v) assign, sublicense sell, resell, lease, rent, or otherwise transfer, convey, or pledge as security or otherwise encumber, your rights under these Terms; (vi) remove any title, trademark, copyright, or restricted rights notices or labels from the Renaissance Materials or related documentation; or (vii) share accounts. We take privacy seriously. As such, if you (or in the case of a school, district, or multi-seat license account, as

administrator) learn that the license users are sharing accounts, you must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, you must notify us at privacy (nearpod.com within twenty-four (24) hours. Notwithstanding anything to the contrary in this section or otherwise, the Renaissance Materials may include functionality that will allow you to create new content slides, delete slides and certain other editing functionality. These activities are permitted to the extent enabled within the Renaissance Materials, provided that such edited content is used solely for private educational purposes of the user. Renaissance reserves the right to modify or discontinue the Renaissance materials or any version(s) thereof at any time in its sole discretion, with or without notice. Renaissance Materials, provided that such edited content is used solely for private educational purposes of the user. Renaissance reserves the right to modify or discontinue the Renaissance materials or any version(s) thereof at any time in its sole discretion, with or without notice.

- ii. You will be responsible for (i) internet connectivity needed to access the Renaissance Materials; (ii) your (and in the case of a school, district, or multiple user seat license your employees, agents, members, contractors, or representatives') compliance with these Terms and our Privacy Policy (www.nearpod.com/privacy-policy); and (iii) your User-Generated Content (and in the case of a school, district, or multiple user seat license) your employees, agents, members, contractors, or representatives' User -Generated Content, as more particularly described above.
- iii. You may not use the Renaissance Material in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of them. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through Renaissance Materials. You agree not to scrape or otherwise use automated means to access or gather information from the Renaissance materials and agree not to bypass any robot exclusion measures we may put in place. In addition, you agree not to use false or misleading information in connection with your account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).
- iv. In connection with your User-Generated Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Renaissance all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature.
- v. We may provide various open communication tools on the Renaissance Materials for Educator Renaissance Users, such as blog comments, blog posts, chat forums, message boards, and the like. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of

inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.

E. Content created by Third-Parties

- i. The Renaissance Materials provide the ability for Educator Renaissance Users to create their own content that can be shared with third-parties (never directly with students, unless the creator is the students' educator). You acknowledge and agree that Renaissance is not responsible and shall have no liability for the content created by Renaissance Educator Users. You hereby acknowledge that you may be exposed to content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Renaissance Materials, and further acknowledge that Renaissance does not have any obligation to monitor such content for any purpose. Furthermore, as a teacher and/or educator, you hereby acknowledge that you will review content that others may provide or share with you, prior to sharing or showing it to your students. However, we reserve the right at all times to determine whether content is appropriate and in compliance with these Terms, and may pre-screen and remove content at any time if such content is found to be in violation of these Terms and Conditions or is otherwise objectionable.

F. Wireless Features

The use of Renaissance's mobile applications requires usage of data and messaging services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees, messaging fees and any other fees that your wireless service carrier may charge in connection with your use of Renaissance Materials.

G. Rights to Process Data

You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Renaissance Materials do hereby designate Renaissance a "school official" within the meaning of FERPA. Renaissance will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms.

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.

11. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirement of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. 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, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be 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. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and the Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. 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 erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board Officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with 501.171, Florida Statutes.

Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement,

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors 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 costs, damages, judgments or losses 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 subcontractor of Contractor to the extent and only to the extent that 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 obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. 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, 71.
14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., 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.

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact:

Leandro Beer, Senior Regional Sales
Manager 2911 Peach Street
Wisconsin Rapids, WI 54494

Board Project Contact:

Sarah Truelson, (Program Coord Digital Learning)
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:

Kimberly Hill, (Director of Student Experience)
P.O. Box 2942
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. 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.
18. 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 the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- Keep and maintain public records required by the School Board to perform the service.
 - Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible

with the information technology systems of the public agency.

- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. 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.
21. 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.
22. 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 chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's

Subcontractors similarly comply with the law.

- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By:

_____, Chairperson

Laura Hine

Date:

Attest: _____

Kevin K. Hendrick, Superintendent

Witness:

Renaissance, LLC

By: Ted Wolf

Ted Wolf, SVP Global Controller

Date: 6/26/25

Approved as to Form:

David Kent

PROJECT REFERENCE: (Referendum)

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Attachment A

Quote
Q-147977 v8

Pinellas County School District - 69627

Sarah Truelson
Email - truelsons@pcsb.org
PO Box 2942
Largo, FL 33779-2942

Billing Contact

Quote Summary

School Count: 175

Renaissance Products & Services Total	\$935,000.00
Applied Discounts	(\$575,000.00)
Estimated Sales Tax	\$0.00
Shipping Cost	\$0.00
Grand Total	USD \$360,000.00

This quote includes: Nearpod.


By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf>, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at <https://docs.renaissance.com/R62068> are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Pinellas County School District
	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 14-May-2025	Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Leandro Beer at (786) 609-1674. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

School Board Attorney's Office

Approved As To Form:

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-147977 v8

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

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Federal I.D. 39-1559474
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Quote
Q-147977 v8

Quote Details

Nearpod

Products & Services	Quantity	Unit Price	Discount	Total
Quote Year 1: 02-Jul-2025 – 31-Jul-2025				
Nearpod Premium Plus	100000	\$4.88	(\$40,000.00)	\$0.00
Nearpod Social Studies Program	100000	\$1.50	(\$13,000.00)	\$0.00
Nearpod Math Program (Standards View)	100000	\$2.25	(\$19,000.00)	\$0.00
Quote Year 1 Subtotal			(\$72,000.00)	\$0.00
Quote Year 2: 01-Aug-2025 – 31-Jul-2026				
Nearpod Premium Plus	100000	\$4.88	(\$128,000.00)	\$360,000.00
Nearpod Social Studies Program	100000	\$1.50	(\$150,000.00)	\$0.00
Nearpod Math Program (Standards View)	100000	\$2.25	(\$225,000.00)	\$0.00
Quote Year 2 Subtotal			(\$503,000.00)	\$360,000.00
Nearpod Total			(\$575,000.00)	\$360,000.00

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**STUDENT RECORDS CONFIDENTIALITY AND
NON-REDISCLOSURE AGREEMENT**

THIS STUDENT RECORDS CONFIDENTIALITY AND NON-REDISCLOSURE AGREEMENT ("Agreement") is entered into this 16th day of February 2023 by and between the School Board of Pinellas County, Florida, through its administrative agent (the "District"), and Nearpod Inc. ("Contractor"). The parties to this Agreement hereby acknowledge and agree to the following:

ACKNOWLEDGMENT

Contractor may be provided access to information which includes personally identifiable student records or reports for the limited purpose(s) of using Nearpod/and or Flocabulary software. Contractor acknowledges the following:

- That the term "Contractor" shall include Contractor's employees and agents; as such, each of Contractor's employees' and agents' authorized access to this information is bound by the acknowledgments and agreements herein;
- That the information provided in the student records is confidential and its release may be restricted or prohibited by law ("confidential information"); and
- That any report, paper, publication, summary, synopsis, development, etc. created by Contractor that contains individual and identifiable student information is considered and shall be confidential information for purposes of this Agreement.

AGREEMENT

The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights and Privacy Act (FERPA) and that Contractor shall abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor agrees that at no time will confidential information be sold, distributed or transferred to any other party without the express written consent of the District, which may only be given in accordance with applicable law. Contractor further agrees that it shall regard all such information as confidential. Contractor shall not disclose, re-disclose, share, reveal, communicate, impart or divulge the confidential information to any person or entity outside of Contractor's organization, unless required by law or regulation. Contractor shall take the same or greater precautions to protect the confidential information as is taken with Contractor's own confidential proprietary information.

Contractor shall not disclose confidential information to a third party, except under the following circumstances:

- When authorized by the District;
- When required by court order or subpoena, and
- Contracted third-party sub-processors of the Contractor.

In the event Contractor becomes legally compelled to disclose confidential information, Contractor will use commercially reasonable efforts to promptly notify District and will provide

reasonable cooperation to District in its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the confidential information in such circumstances.

Contractor agrees that when presenting, publishing, reporting or otherwise disclosing any findings, developments, summaries, etc., Contractor shall not reveal any confidential information which would identify a student or parent, to any person who is not authorized to receive such information, including but not limited to employees of Contractor and/or District.

The Contractor agrees to comply with § 501.171 the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor shall ensure that all Board data included as part of its backup and recovery processes shall be encrypted in transit and at rest during such processes using encryption standards that meet current best practices and standards, and are not inclusive of a weak key or deprecated, obsolete, or vulnerable encryption protocol or process.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees and contractors of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student

records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and

- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

This Agreement shall be effective until the earlier of (i) either party providing written notice of termination, with or without cause, to the other, or (ii) Contractor's ceasing to perform the work or tasks necessitating this Agreement. The obligations of this Agreement will survive the termination of this Agreement and any return or destruction of the confidential information. Upon termination of the Agreement Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the written request of an agent of PCS, whichever shall come first.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall indemnify and hold the District and its officers and employees harmless for any violation of this covenant, including but not limited to defending the District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of the breach of this covenant by Contractor and/or its contractors. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

The parties agree that this Agreement and any attachments hereto (i) are the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the information, (ii) supersede all related discussions and other communications between the parties with respect to this subject matter, (iii) may only be modified in writing by authorized representatives of both parties, (iv) shall be governed by and construed in accordance with the laws of the state of Florida. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. Any provisions which by their nature should survive the termination of this Agreement shall so survive.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below to be effective as of the 16th day of February 2023.

FOR CONTRACTOR:

Severine Vieux

Signature

Severine Vieux

Printed Name

CFO

Title

FOR THE DISTRICT:

Sarah Truelson


Signature

Sarah Truelson





Printed Name

Program Coordinator of Digital Learning

Title

Title	2023 Fuguitt Elementary Student Record Confidentiality...
File name	redline Data File...annah Keeling.doc
Document ID	2559b9bce5f6d5f601180004013ebc0679646bac
Audit trail date format	MM / DD / YYYY
Status	 Signed

Document History

 SENT	02 / 16 / 2023 17:06:18 UTC	Sent for signature to Severine Vieux (severinev@nearpod.com) from jan.pineau@nearpod.com IP: 73.47.230.143
 VIEWED	02 / 16 / 2023 17:12:41 UTC	Viewed by Severine Vieux (severinev@nearpod.com) IP: 99.135.46.232
 SIGNED	02 / 16 / 2023 17:16:15 UTC	Signed by Severine Vieux (severinev@nearpod.com) IP: 99.135.46.232
 COMPLETED	02 / 16 / 2023 17:16:15 UTC	The document has been completed.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-715-120

Title: Scholastic Art Classroom Magazines

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period:

☒ N/A - One Time Purchase

Contract Value: \$ 51,551.36

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 type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
	6-months	1 - year	

Rationale/Reason

Pinellas County Schools has maintained a subscription with Scholastic Art Magazine, produced by Scholastic Inc., for nearly 20 years, thanks to PCS Referendum support. This bimonthly magazine, provided as one class set per art teacher, has been instrumental in supplementing our K-12 Visual Arts Curriculum and supporting district-wide literacy efforts. Continuing this subscription will ensure that our students and teachers continue to benefit from these high-quality educational materials. To learn more, please visit: <http://art.scholastic.com/>.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB

For: Visual Arts

Title: Director, Purchasing Department

Requested By: Jonathan Ogle

Buyer: Barbara Molfetta

Title: PreK-12 Visual Arts Department

Contractor Name: Scholastic Magazines Vendor ID: V-1975
Address: 2315 Dean Street, Suite 600 Email: eprocurement@scholastic.com
St Charles, IL 60175

Scholastic Art Classroom Magazines 2025-2026					
Item #	Product Title	Promo	Qty	Unit Price	Extended Price
044	Scholastic Art Magazines	9409	5,213	\$8.99	\$46,864.87
	Shipping				\$4,686.49
Grand Total					\$51,551.36

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-924-117

Title: Membean Subscription and Training

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/25 thru 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 58,550.00

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
	unlimited	6-months	1 - year	

Rationale/Reason

To support vocabulary development in the 9th and 10th grade intensive reading classroom because the AST PM3 data shows us as below the benchmark for vocabulary.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Districtwide
Title: Director, Purchasing Department

Requested By: Britt Moseley **Buyer:** Barbara Molfetta
Title: HS ELA and Reading Specialist Purchasing Analyst

Contractor Name: Membean Inc
Address: 10940 SW Barnes Rd
Suite 233
Portland, OR 97225
Phone: 866-930-6680
Email: susan.norwood@membean.com
Vendor ID: V-45248

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
MEMBEAN INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 12 day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and MEMBEAN INC. (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 August 1, 2025, and end June 30, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$58,550.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Pinellas County Referendum. The following terms shall govern payments:
 - a) Payment will be made in the full amount within forty-five (45) days of receipt of the Contractor's invoice.
 - b) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - c) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - d) 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.
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. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. 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, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be 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. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. 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 erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in

writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors 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 costs, damages, judgments or losses 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 subcontractor of Contractor to the extent and only to the extent that 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 obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. 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.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., 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.
15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact:

Ragav Satish, CEO
10940 SW Barnes Rd, #233
Portland, OR 97225

Board Project Contact:

Britt Moseley, High School Language Arts Specialist
P.O. Box 2942
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. 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.
18. 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 the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- Keep and maintain public records required by the School Board to perform the service.
 - Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. 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.
21. 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.
22. 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 chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA


By: _____,
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

MEMBEAN INC.

By: _____
Ragav Satish, President

Date: 06/12/2025

Approved as to Form:



Office of School Board Attorney

PROJECT REFERENCE:

FUNDING SOURCE: Referendum



ATTACHMENT A

Membean, Inc.
10940 SW Barnes Rd, #233
Portland, OR 97225, USA
Phone: (866) 930-6680
Fax: (503) 536-2190

QUOTE

Date 6/3/2025 Prepared By Susan at Membean
Estimate Number EST - 30698 Email susan.norwood@membean.com
Subscription Years 2025-2026

Bill To Pinellas
301 4th St Sw
Largo, Florida 33770
United States

Item	Description	Quantity	Rate	Total Price
Training & PD	Three separate in-person trainings over the course of the 25-26 school year.	3.00	\$2,000.00	\$6,000.00
Student Subscriptions	Each student is given a unique account.	7,000.00	\$7.15	\$50,050.00
Teacher Subscriptions	Each teacher gets a special account to manage classes, issue assessments, and track progress through detailed analytics.	50.00	\$50.00	\$2,500.00

Subtotal \$58,550.00

We look forward to your business.

Grand Total \$58,550.00

Terms & Conditions

Subscriptions start on the first day of the fall term (the start of a school year) or the invoice date (whichever comes later). Subscriptions expire at the end of summer break. Students can continue to use Membean to prepare for standardized tests or to further develop their vocabulary during this time.

This is an estimate. When you are ready to move forward with the purchase, please:

a) Confirm you are ready for an invoice (due 30 days upon receipt)

-OR-

b) Send us a Purchase Order via email, fax, or snail-mail. We will process it and send you an invoice.

Once an invoice has been generated, we will confirm your subscription and send instructions via email.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-946-110

Title: ACT, Inc.

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/2025 - 6/30/2026

☐ N/A - One Time Purchase

Contract Value: \$ 130,000.00

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 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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Rationale/Reason: District graduation support by providing two in-school testing dates (Fall and Spring), as well as ACT vouchers for additional testing opportunities to seniors who still need to earn a concordant score to graduate.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB

For: Countywide

Title: Director, Purchasing Department

Requested By: Rita Vasquez

Buyer: Christina DiLeonardo-

Title: Executive Director, High School Education

Rowan

Contractor Name: American College Testing
Address: Program Inc
PO Box 168
Iowa City, IA 52243
Phone: 319-337-1000
Email: Act-Regmaterials@act.org
Vendor ID V-5899

ACT® District Testing Program Terms and Conditions

These terms and conditions are a binding legal Agreement ("Agreement") between ACT Education Corp. ("ACT"), a Delaware corporation and wholly owned indirect subsidiary of Gateway Impact Corp., a Delaware public benefit corporation, having a principal place of business at 500 ACT Drive, Iowa City, IA 52243 ("ACT") and PINELLAS COUNTY SCHOOL DISTRICT, having a principal place of business at 301 4TH ST SW, LARGO, FL 33770-3536 ("Customer") enrolling, placing an order, and using the ACT assessments and services, including test administration, and scoring and reporting services for the ACT test (as applicable, "Assessments" and "Services").

1. **ACT District Testing.** ACT offers the Assessments and Services to Customer under the standard ACT District Testing Program to its eligible 9th, 10th, 11th, and/or 12th grade students, as applicable. Under this Agreement "the ACT" is used to refer to paper-based and/or online assessments that include English, mathematics, reading and science assessments if administered in fall 2025, and to refer to paper-based and/or online assessments that include English, mathematics, and reading if administered in spring 2026 or later. The ACT taken with the writing assessment is included, if selected by Customer on the ACT District Testing Enrollment Form ("Enrollment Form"), for an additional fee. For administrations in spring 2026 through the remaining administrations during the term of this Agreement, if the Customer selects the ACT taken with the science assessment on the Enrollment Form, the science assessment is included for no additional fee. Customer may administer the ACT during the available ACT testing windows ("Testing Windows") selected by Customer on the Enrollment Form, or otherwise noted on the ACT District Testing Website available at: <https://success.act.org/s/article/The-ACT-District-Testing-Details> ("Website"). The Website is periodically updated to provide information for each Testing Window. Customer is required to check the Website regularly for updates regarding the Assessments and Services.
2. **Term of Services.** ACT will provide Assessments and Services pursuant to ACT's standard delivery specifications and requirements to Customer for each Testing Window selected by Customer in the ACT online registration system, conditioned upon Customer providing all required information and completing all required actions by the key deadlines indicated in the schedule of events provided by ACT. In the event Customer fails to provide required information and data by the key deadlines, ACT will be unable to provide Assessments and Services, and may terminate this Agreement or require Customer to reschedule for an alternate Testing Window.
3. **Non-College Reportable Program (*Limited Availability*).** To the extent ACT offers an available Non-College Reportable ("NCR") administration of the ACT assessments to Customer for its eligible 9th, 10th, 11th, and/or 12th grade students, ACT will provide NCR Services as detailed at <https://content.act.org/ncr> only/ ("NCR Website"). Customer is obligated to complete the District Testing Program requirements detailed on the NCR Website in order to participate in each applicable NCR test session. ACT will not report scores earned through the NCR administration of the ACT to colleges, scholarship agencies, or any other entities other than the Customer placing the order. The test coordinator must notify examinees that NCR scores are for district assessment purposes only. Students must read the terms and conditions of testing with NCR materials provided on the front cover of the test booklet and agree to such terms and conditions by breaking the seal on the test booklet at the time of test administration. To the extent Customer does not enroll for NCR administration of the ACT assessment, the terms and conditions in this section shall not apply.
4. **Term.** This Agreement shall commence on the date of the last signature hereon and shall remain in effect through June 30, 2026.

5. Fees and Invoicing.

- a. Fees Calculation. The fees owed by Customer for the Assessments and Services provided under the ACT District Testing Program will be based on the total number of ACT paper answer documents processed and the total number of ACT online assessments launched, regardless of whether the entire ACT test is completed. To the extent Customer is eligible to receive special rates for Assessments and/or Services, ACT will automatically apply those special rates to Customer's invoices. If Customer orders an Assessment option that is not available at a special rate, ACT will charge Customer fees owed for each applicable Assessment option (in fall 2025, ACT with writing or ACT without writing; or in spring 2026 and following, ACT with writing and science, ACT with science and without writing, ACT with writing and without science, or ACT without science and writing) at the applicable standard pricing/rates. ACT standard pricing is available on the Website.

Program Price Tier	Assessment Options			
	Paper ACT without Writing	Online ACT without Writing	Paper ACT with Writing	Online ACT with Writing
State or Special Rate	\$41.50	\$41.50	See table below	See table below

- b. FRLP Tiers. ACT's standard pricing/rates are based on the Customer's percentage of students eligible for the Free and Reduced Lunch Program (FRLP) across all of Customer's Designated schools, campuses, facilities, or other training or administrative locations where Assessments may be taken ("Participating Testing Sites"). Customer shall identify its applicable FRLP percentage on its Enrollment Form, and ACT may verify the accuracy of the applicable percentage based on federally reported data.

Program Price Tier	Assessment Options			
	Paper ACT without Writing	Online ACT without Writing	Paper ACT with Writing	Online ACT with Writing
FRLP 0-49%	\$58.00	\$54.75	\$72.75	\$69.50
FRLP 50-74%	\$56.00	\$52.75	\$71.75	\$68.50
FRLP 75-100%	\$54.00	\$50.75	\$69.75	\$66.50

Note: option for \$1 Discount on PreACT or PreACT 8/9 with purchase of ACT District Testing

- c. Invoicing. ACT will provide an invoice to Customer for all fees owed under this Agreement after the last day of each Test Window(s) for fall and/or spring testing, as applicable.
- d. Fee Waivers. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing Program.
6. Payment Terms. Customer agrees to pay ACT the amounts set forth in the invoice for the delivery of Assessments and Services selected by Customer. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. Customer will pay a service fee of one percent (1%) per month, or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement. All invoices shall be sent to the billing address provided by Customer. Customer shall be responsible for any sales, use, or other taxes due as a result of any fees paid to ACT under this Agreement, unless Customer is exempt from tax as evidenced by a valid tax exemption certificate

provided to ACT. Customer shall promptly provide ACT with Customer-required purchase order, as applicable, prior to the scheduled delivery of Assessments and Services. ACT reserves the right to discontinue access to the electronic systems for Assessments and Services if payments are delinquent. ACT has no obligation to re-issue invoices, provide credits, or issue refunds.

7. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to Customer a revocable, non-exclusive, and non-transferable license during the Term of this Agreement to (a) access the Assessments and Services, as applicable, solely for the purpose of assessing the authorized examinees, (b) administer the Assessments and Services, as applicable, to authorized examinees and students, and (c) use the ACT materials presented to Customer by ACT pursuant to this Agreement, including but not limited to Assessments and Services and other materials as described herein (the "ACT Materials") in connection with an authorized use of the Assessments and Services. Customer may administer the Assessments and Services, as applicable, provided Customer abides by the terms and conditions set forth in this Agreement.
8. U.S. Government Licenses. The online components of the Assessments and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Assessments and Services with only those rights set forth herein.
9. Ownership of Materials. ACT owns or has license rights for the Assessments and Services, including but not limited to, the skill definitions on which assessments are based, paper-based or online assessment documents, paper-based or online testing materials, test questions, answer choice, administration and registration materials, publications, data, text, images, graphics, button icons, illustrations, photographs, audio clips, music, sounds, pictures, videos; software, code; look-and-feel, design, layout, organization, presentation, user interface, navigation, trade dress, and stylistic convention thereof or contained therein; the score resulting from the assessment, reports; documentation, training materials, course materials; related materials, and all intellectual property rights therein, including any and all derivatives or modifications thereof (collectively, included within "ACT Materials"). ACT owns copyrights in the ACT Materials. The ACT Materials are licensed on a limited, revocable, non-exclusive, and non-sublicensable manner, not sold to Customer. Except as expressly granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not and shall not assist or permit any third party to (a) use the ACT Materials for any purpose other than as expressly permitted, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use, sell, loan or lease the ACT Materials, (d) copy, reproduce, distribute, email, post, scan, make available, display publicly, transfer, sell, modify, enhance, reverse engineer, decompile, disassemble, make derivative works from, remove information from or make any addition to the ACT Materials, in whole or in part, or allow anyone else to do so, except as permitted in writing by ACT, (e) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials), (f) challenge ACT's ownership in or the validity of the ACT Materials, (g) store the ACT Materials in any location other than a Customer-controlled location, or (h) retain excess paper test booklets after administration of a secure assessment. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments and Services to its designated personnel, Participating Testing Sites, and examinees solely for testing and

interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Assessments and Services.

10. Confidentiality. Customer agrees that neither it nor its employees, representatives, or agents shall at any time during or following the term of this Agreement, either directly or indirectly, publish, display, or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Assessments and/or Services provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures and using a standard of care appropriate for secure test materials, but in no event less than a reasonable standard of care. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused Assessments (and all copies, if any) as directed by ACT and in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.
11. Testing Procedures. Customer and its Participating Testing Sites agree to administer the Assessments and Services in accordance with all policies and procedures established by ACT, as may be updated from time to time. Customer agrees to store ACT Materials in secure location(s) as defined and described by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT in accordance with the policies and procedures established by ACT. In the event of a test security incident or use of the ACT Materials that conflicts with the requirements of this Agreement or ACT policies and procedures, Customer and its Participating Testing Sites agree to fully cooperate with ACT, and shall cause those individuals involved in the preparation, administration, or return of the Assessments to fully cooperate with ACT. In the event ACT identifies testing irregularities, which may include but are not limited to the use of a compromised test form, falsification by an examinee of their identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development, ACT reserves the right, in its sole and absolute discretion, to cancel all related or impacted test scores and notify Customer of that cancellation.
12. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments and Services as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time. Examinees may activate their online account after completion of the testing process and select their data privacy preferences in such account. ACT will honor the data sharing and privacy requests as selected by each examinee.
13. Customer Required Actions. Customer is responsible for regularly reviewing the Website and administration platform to identify any changes to the schedule of events, key deadlines, and other actions required of Customer. To the extent Customer fails to complete any required actions by the key deadlines, ACT may not provide the Assessments and Services to Customer for the selected Testing Window(s).

14. Updates and Modifications. To maintain and improve the Assessments and Services, the Assessments and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modifications and updates available to Customer as they are developed. In the event ACT revises the Assessments and Services to offer new, optional functionalities, ACT reserves the right to charge a fee for any such new functionalities available through the revised Assessments and Services, provided, however, ACT shall not charge Customer additional fees under this Agreement unless pursuant to a written agreement executed by both parties.
15. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. ACT will provide Customer with computer configuration and other requirements as applicable. Customer acknowledges and agrees that the computer configuration requirements are necessary to properly access and use the Assessments and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Assessments and Services. ACT is not responsible for any incompatibility between ACT Assessments and Services and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for Customer's use with the ACT Assessments and Services. Assessments and Services are subject to recurring maintenance windows and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.
16. Username and Passwords. Access to the Assessments and/or Services shall be granted to only those Customer and Participating Testing Site staff and students that have been authorized to use the Assessments and/or Services by Customer. Each authorized staff member and examinee will be required to use a unique username and password to access the online platforms provided as part of the Assessments and/or Services. Staff and examinees may not share with or otherwise divulge their password to any other person. Access to the online platform is personal to the individual authorized staff member or examinee. Customer and Participating Testing Site staff accessing the online platforms may not impersonate any person or entity or falsely state or otherwise misrepresent to ACT their identity or affiliation with a person or entity.
17. Use of Third Parties. In the event ACT Assessments and/or Services are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.
18. Trademarks. ACT owns the "ACT" trademark. Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the Trademark. The Trademark may not be used without ACT's prior written consent, and any authorized use of the Trademark shall be governed by ACT's Trademark Use Guidelines.
19. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the term, or in the event the term is multiple years, the most recent year of the term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

20. Warranty and Limitations. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING GUARANTEED UPTIME, WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE ASSESSMENTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.
21. Termination and Cancellation. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days' written notice to the other. Notwithstanding the above, if Customer fails to provide student registration information and organizational files to ACT by the deadline required by ACT, Customer's participation in the Assessments and Services, as applicable, will be automatically cancelled and this Agreement will be deemed terminated without further notice. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately return all copies of the ACT Materials in its possession. Upon the expiration or termination of this Agreement, the obligations set forth in the following provisions of the Agreement shall survive: Payment Terms, Ownership of Materials, Confidentiality, Testing Procedures, Data, Limitation on Damages, and Warranty and Limitations.
22. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, this Agreement may be terminated by either party upon notice to the other.
23. Assignment. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.
24. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
25. No Third-Party Beneficiaries. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.
26. Severability and Headings. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in this

Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: General Counsel. All notices to Customer shall be sent to the address provided by Customer.
28. Entire Agreement. This Agreement, including Customer's Enrollment Form, constitutes the entire agreement between the parties with respect to the Assessments and Services, as applicable, and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. Except as may be incorporated in this Agreement, ACT expressly objects to and rejects any different or additional terms included in any request for proposal, quotation, purchase order, acknowledgment form, or other documents provided by Customer that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.
29. Customer Authorization. The Customer's named representative completing this Enrollment Form, and agreeing to the terms and conditions, represents and warrants that (a) it has the requisite authority to enter into this Agreement; and (b) the individual(s) agreeing to this Agreement on behalf of such party is (are) authorized to do so.

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of, this Agreement.

ACT EDUCATION CORP.

PINELLAS COUNTY SCHOOL DISTRICT

Signed by:
Signature: Blake Curwen
B21CAE5161004F6...
Name: C. Blake Curwen
Title: Senior Vice President
Date: 6/18/2025

Signature: _____
Name: Kevin Hendrick
Title:
Date:

Approved As To Form:

David Hendrick
School Board/Attorneys Office

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-961-098

Title: Lindamood-Bell Professional Development Services

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/1/2025 -6/30/2026

☐ N/A - One Time Purchase

Contract Value: \$ 102,700.00

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 type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
		6-months	- year	

Rationale/Reason:

Lindamood-Bell is an intensive reading program that is used at our Centers for Literacy Innovation. It addresses the specific needs of students who have Dyslexia or the characteristics of Dyslexia. We determined this to be the best program for our students based upon research, overall cost and the positive data collected during our years of implementation. We continue our partnership with Lindamood-Bell to ensure that students receive the Multi-Sensory, scaffolded and systematic instruction they need to develop as literate students.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** ESE Department
Title: Director, Purchasing Department

Requested By: Evelyn Mowatt **Buyer:** Christina DiLeonardo-Rowan
Title: Executive Director, ESE Department

Contractor Name: Lindamood-Bell Learning Process
Address: 416 Higuera Street
San Luis Obispo, CA 93401
Phone: 800-233-1819 x112
Email: support. For schools@lindamoodbell.com
Vendor ID: V-15726

25-961-098

AGREEMENT

This Agreement is made and effective as of the date last written below, by and between Lindamood-Bell Learning Processes, a California corporation ("LBLP"), and School Board of Pinellas County (the "District"). This Agreement is made with specific reference to the following facts:

RECITALS

A. LBLP has its principal place of business in San Luis Obispo, California. LBLP is engaged in the business of educating students, conducting seminars for teachers and educators and training educators in the field of teaching spelling, reading comprehension, oral language comprehension, oral language expression, written language skills, and learning management.

B. The District is located in Largo, Florida. The District desires to retain LBLP to provide specified programs to the District pursuant to the terms and conditions of this Agreement.

C. LBLP is the owner and/or exclusive licensee of the following trademarks and service marks:

Lindamood-Bell Learning Processes®
Lindamood-Bell®
Lindamood®
LiPS®
Lindamood Phoneme Sequencing®
Visualizing and Verbalizing®
Visualizing & Verbalizing®
Visualizing and Verbalizing for Language Comprehension and Thinking®
V/V®
Seeing Stars®
Vanilla Vocabulary®
On Cloud Nine®
OCN™
See Time Fly®
ST™
HLM®
Human Learning Management®
Gander Educational Publishing®
Gander Publishing®
Nancibell®
We Create the Magic of Learning®
Catch a Star®
Center in a School™
CIS™
OPAL™
Orthographic and Phonological Awareness for Literacy A Measure of Symbol Imagery™

Talkies®
Sensory Cognitive Processing™
Follow the Goose!®



Some of the trademarks and service marks have associated proprietary images.

D. In addition to the Marks, LBLP is the owner and/or exclusive licensee of the following copyrighted works (the "Copyrights"):

Visualizing and Verbalizing®
V/V®
On Cloud Nine®
Vanilla Vocabulary®
Seeing Stars®
LiPS®
LAC®

Each of the Copyrights has derivative works, including but not limited to text, images, software, audio and/or video materials related thereto. All such materials, including the Marks, the Copyrights and all other proprietary rights and materials of LBLP and its affiliates are hereinafter referred to individually and collectively as the "Materials."

NOW, THEREFORE, for and in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. LBLP Services. LBLP will provide the District with specified services for the District to use only with District employees and students. The services are as follows:

1.1 LBLP will provide specified District employees with professional development workshop services in accordance with the scope of service schedule outlined in Schedule 1 to this Agreement. The workshop services shall address initial familiarization in the following LBLP programs: (i) Visualizing and Verbalizing® ("V/V®") Program; (ii) Seeing Stars® for Symbol Imagery ("SI™") Program; and (iii) Introduction to LBLP School Partnerships.

1.2 LBLP will provide the District with on-site oversight and LBLP personnel to supervise and implement the services pursuant to Schedule 2 of this Agreement. Any and all LBLP personnel providing services to the District pursuant to this Agreement shall be and shall at all times remain the employees of LBLP and shall be supervised only by LBLP personnel.

1.3 As an additional element of the services to the District, LBLP shall provide consulting services from off-site LBLP personnel in accordance with the terms and conditions of Schedule 3 of this Agreement. These consulting services are designed to provide oversight for purposes of achieving program consistency among the District's schools for program implementation in accordance with the terms and conditions of this Agreement. Consulting services by off-site LBLP personnel may be done via live streaming video feed and/or "video chats". Please review technical requirements in Schedule 3 of this Agreement.

1.4 LBLP shall also assist the District in community outreach services in order to promote and facilitate the implementation of the program for the District. The community outreach services to be performed by LBLP under this Agreement are specified in Schedule 4 to this Agreement.

1.5 LBLP shall begin implementation of the services for the District on August 1, 2025, presuming all other conditions of this Agreement have been satisfied, including the purchase (and receipt) of the materials specified in Schedule 6.

1.6 The District acknowledges LBLP's program recommendations and expectations in Exhibit A. LBLP and the District will collaborate to analyze and use their respective reasonable best efforts to implement specific accountability standards as they pertain to LBLP's recommendations of the LBLP programs and the district-wide implementation of the model. The District's failure or refusal to conform to the program implementation requirements noted in Exhibit A will allow LBLP to terminate this Agreement unilaterally, upon fifteen (15) days' prior written notice to the District. Upon such a termination by LBLP, the District shall pay all sums then due LBLP under this Agreement, through the last day of the month during which the termination becomes effective.

2. Term. The term of this Agreement will be from the effective date of the Agreement (which is defined as the date last written below), until June 15, 2026 (the "Term"). The Term may be extended only by the mutual written agreement of the parties.

3. Consideration. For and in consideration of services to be provided to the District by LBLP pursuant to this Agreement, LBLP shall receive compensation from the District in the total amount of Ninety-Four Thousand Dollars (\$94,000.00). This compensation does not include program materials (as listed in Section 4 of this agreement) or any supplemental materials, and it does not include additional services not outlined in this Agreement; if additional services are required or requested, they will be contracted for separately. This compensation shall be due LBLP and shall be paid in the amounts and on the dates specified in Schedule 5. All sums due LBLP pursuant to this Agreement shall be paid by business check sent via U.S. mail. Payment for consulting sessions are non-refundable regardless of the actual

sessions used during the term start and end dates listed in Schedule 3. Interest will accrue on the unpaid portion of each payment beginning thirty (30) days after payment due date at the rate of eight percent (8%) per annum. If action is instituted to collect payments per the terms of this Agreement, the District agrees to pay any and all collection costs including attorneys' fees, collection fees and other costs of enforcement.

3.1 All sums paid to LBLP by the District pursuant to this Agreement shall be paid in full, without withholding, offset or demand by the District.

3.2 LBLP reserves the right to cancel services if the signed contract is not received at least two weeks prior to the start of services. If the signed contract has not been received by this time, the District will be responsible for any out of pocket expense (i.e. airline ticket, hotel deposit, shipping charges, manual fees, materials cost) LBLP has incurred. If the District does not use any sessions according to the District's schedule, no refunds will be given.

4. Materials. As a material element of LBLP's willingness to enter into this Agreement with the District, the District has agreed to and shall acquire from LBLP's authorized affiliates the program materials specified in Schedule 6 to this Agreement (the "Program Materials").

4.1 The District's purchase of the Program Materials shall be made on or before August 1, 2025, and the District shall have purchased the Program Materials and have the Program Materials in the District's possession prior to LBLP's initiation of services pursuant to this Agreement.

4.2 The District recognizes and agrees that the Program Materials consist of copyrighted works. Neither the District nor its employees shall do anything in connection with the Materials or the Marks that might in any way violate copyright or trademark laws applicable to the Materials and their use by the District pursuant to the terms and conditions of this Agreement. For example, neither the District or its employees shall alter or amend the Materials without the express, prior written consent of LBLP. Further, neither the District or its employees shall copy or distribute the Materials in a manner not authorized by the terms and conditions of this Agreement.

4.3 Any reference to all or any portion of the Materials in any and all advertising materials, manuals, instructional materials, software, registrations, websites and other related documents or materials (collectively, the "Publications") produced or sponsored by the District shall contain the following disclaimer: "[District] is not affiliated with, certified, licensed, or sponsored by Lindamood-Bell Learning Processes, Nanci Bell, Phyllis Lindamood or Pat Lindamood. Lindamood-Bell Learning Processes in no way guarantees the quality of the materials or services that may be supplied by [District]." (the "Disclaimer"). The Disclaimer shall be placed in a conspicuous manner on any and all documents produced or sponsored by the District that in any way reference all or any portion of the Materials.

4.4 The District agrees to notify LBLP of any and all infringements of the Copyrights or the Marks that come to the District's attention. Further, the District shall take no

action with regard to any such infringements without the prior written consent of LBLP.

4.5 The District may not reproduce all or any portion of the Materials, including those protected by the Copyrights without the express prior written permission of an officer of LBLP. If LBLP approves any use of the Materials in any Publications protected by the Copyrights, any and all such uses by Applicant shall include, in addition to the Disclaimer, a conspicuous credit notice identifying the use of the Copyrights as follows: *"From [name of publication, date], © [year of publication and author]. All rights reserved. Used by permission and protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of this materials without express written permission from [author]."*

4.6 The District shall submit to LBLP for its prior written approval any and all advertising materials that contain reference to all or any portion of the Materials, including but not limited to brochures, flyers, newspaper advertisements, mailing, World Wide Web postings, radio or television commercials. LBLP shall have fifteen (15) business days from its receipt of any and all such items from the District to provide its approval of the Materials or to provide the District with written objections to the District's requested use of the Materials. Any LBLP approved reference to all or any portion of the Materials on the District's website shall contain a direct link to the LBLP website at: <http://www.lindamoodbell.com>.

4.7 The District acknowledges that LBLP has the right and duty to control the use, quality and implementation of the Materials. Accordingly, the District acknowledges and agrees that it shall in no way utilize all or any portion of the Materials in a manner that would affect the quality or validity of the Materials, along with the goodwill and reputation of LBLP, Nanci Bell, Phyllis Lindamood, Pat Lindamood, and/or any of their programs, copyrighted works, or other proprietary materials, including the Materials. Any such action by the District or its agents in violation of this covenant shall be deemed a material breach of this Agreement by the District and shall provide LBLP the right to immediately terminate this Agreement, in addition to seeking damages and equitable relief.

4.7.1 The District hereby acknowledges the validity of each of the Copyrights and Marks, and neither District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood.

4.7.2 The District hereby agrees to defend, indemnify and hold LBLP harmless from and against any and all suits, actions, claims, judgments, debts, obligations or rights of action, of any nature or description, and any and all costs, including attorneys' fees incurred by LBLP in connection with, arising out of or relating to the need for LBLP to protect the Copyrights and/or the Marks as a result of any acts, omissions, statements or representations of any employee or agent of the District. The District shall immediately notify LBLP of any known or expected violation of the Copyrights or the Marks, whether by an employee or agent of the District, or by any third party.

5. LBLP Personnel and Expenses. LBLP shall bear all costs and expenses associated with the on-site and off-site personnel utilized to perform the duties of LBLP under this Agreement, as specified below.

5.1 Neither the District nor its employees or agents shall do anything to interfere with the employer-employee relationship between LBLP and its personnel assigned to provide the District services under this Agreement, including but not limited to the solicitation of any such employee(s) away from the employ of LBLP.

5.2 LBLP's costs and expenses associated with the fulfillment of this Agreement shall include:

5.2.1 All LBLP staff salaries, taxes and benefits including, without limitation, federal and state unemployment insurance, worker's compensation insurance, disability insurance and the like.

5.2.2 All required living expenses (lodging, food, etc.), all airline flight costs, all local transportation costs, all operating administrative expenses incurred by LBLP staff and the LBLP Company.

5.3 LBLP shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

5.4 The District recognizes that LBLP personnel may be absent from a school assignment from time to time for unanticipated technical, health or personal reasons. If this occurs during the term of this Agreement and the absence of the LBLP employee or the interruption of live video streaming has a material impact on LBLP's requirements under the Agreement, LBLP will work with the District to make up workdays missed and/or assign replacement personnel or technology.

6. Provision of Services. The District recognizes and agrees that as of the date of this Agreement, LBLP has not reviewed the abilities or performance characteristics of District employees who will be utilized by the District pursuant to the provision of services to the District by LBLP. For example, District employees may or may not follow LBLP's techniques and requirements when LBLP programs are administered to District students. Further, there is no baseline data for the students of the District who will participate in the services to be performed under this Agreement. Because LBLP cannot control all variables of instructional quality and fidelity within the District, it is recognized and agreed that LBLP cannot and will not provide the District with a guarantee of specified gains by District students pursuant to this Agreement. This Agreement is intended to provide professional development to District staff. It is not intended to provide direct services by LBLP to District students or to address individual student needs. The District may have students who independently seek services with a LBLP learning center. Services recommended to students in LBLP learning centers may vary from the instruction recommendations for instruction given to District personnel under this Agreement, based on the individual needs of students and based on the scope of LBLP's services under this Agreement.

7. Data. LBLP will establish a data system to provide comprehensive and timely data for the implementation of the program for the District pursuant to the terms and conditions of this Agreement. Each of the parties shall have the right to utilize this aggregate data (not individual data) for their respective purposes throughout the term of this Agreement.

7.1 When one year has lapsed after the term date of this agreement, LBLP will destroy all student data and it will not be recoverable or reportable. LBLP will provide a data file to the District containing this information upon written request within 6 months of the term date of this agreement.

7.2 LBLP and its employees understand that all individual student records which are generated by the District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the District, its employees, or students, except as required by state or federal law, or with the prior written permission of the District.

8. Partnership. Nothing contained in this Agreement or arising from the services to be performed by the parties under this Agreement shall be construed to place the parties in the relationship of partners or joint ventures, and neither party shall have the right to bind the other in any manner whatsoever concerning the subject matter of this Agreement.

9. Acknowledgment; Publicity. On occasion, the District may contact or be contacted by various representatives of the media to promote, market and advertise the services offered by the District under the terms of this Agreement. The parties acknowledge that LBLP's name recognition in connection with any promotion of the services is essential to the protection of LBLP's intellectual property and associated goodwill. Accordingly, prior to any public reference to the services by the District in any material, the District shall obtain LBLP's prior written consent. In addition, LBLP shall be referenced in all press releases issued by the District involving the services.

10. Authority. Each of the parties to this Agreement represents and warrants that it has the legal authority to enter into this Agreement, and that this Agreement shall be binding upon the applicable party in accordance with its terms and conditions. Each person signing this Agreement on behalf of LBLP and the District has the authority to fully bind the respective party.

11. Assignability. This Agreement and the rights granted by this Agreement to the District are personal to the District and shall not be assignable by the District or by operation of law. LBLP shall have the right to assign this Agreement on the prior written consent of the District, which consent shall not be unreasonably withheld or delayed.

12. Peer Review. For all manuscripts prepared by the District whose data arises out of or relates to LBLP's provision of the services under this Agreement (collectively, the "Manuscripts"), LBLP must approve the contents of the Manuscripts prior to their submission by the District for publication (the "Submission Date"). The District shall provide LBLP with a complete copy of the final Manuscript no less than forty-five (45) days prior to the Submission

Date. The Manuscript may not be submitted or published without the prior written consent of LBLP. Should LBLP's consent be granted on condition that certain revisions are incorporated into the Manuscript, the District shall be required to incorporate those revisions prior to the Manuscript's submission for publication. LBLP may, at its option, withhold consent if it deems the research contained in the Manuscript to be false or to compromise the integrity of the services or the Lindamood-Bell® method. LBLP may, at its option, in writing waive its right to review and comment upon any Manuscript.

13. Workshops. As an element of implementing program for the District, LBLP shall conduct specified workshops (see Schedule 1) for District employees to teach District students using the LBLP programs. It is recognized and agreed by the District that the receipt of any workshop, mentoring and/or certification of District employees in the LBLP programs shall not entitle the District or any of its employees to provide workshops in any of the LBLP programs to any persons, including other District personnel.

14. Miscellaneous Provisions. The following miscellaneous provisions shall apply to the terms and conditions of this Agreement:

14.1 Pursuit of any one remedy shall not preclude pursuit of any other remedies provided for herein or by law. No waiver of one violation of this Agreement shall be deemed or construed to constitute a waiver of any similar violations subsequently occurring, or any other violations whatsoever.

14.2 This instrument contains all of the understandings and agreement of whatsoever kind and nature existing between the parties hereto with respect to this Agreement, and the rights, interests, understandings, agreements and obligations of the respective parties and their prior oral agreements.

14.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

14.4 The performance of this Agreement by either party is subject to acts of God, war, government regulation, any U.S. State Department travel warning or alert, disaster, weather, civil disorder, curtailment of transportation facilities or other emergencies making it illegal or impossible to provide the event, or in the event either party does not reasonably believe it to be safe to provide the event.

14.5 If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized.

14.6 Nothing expressed or mentioned in the Agreement is intended or shall be construed to give any person, other than the parties hereto and their respective heirs and successors, any legal or equitable rights, remedy or claim under or in respect to this Agreement, or any provisions herein contained.

14.7 This Agreement may not be amended, altered or modified except by a written instrument signed by the respective Chief Administrative Officers of each of the parties.

14.8 Each individual executing this Agreement on behalf of a corporation, partnership or other entity represents or warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such entity in accordance with its terms and in no way stands in contravention of any prior agreement to which such entity is a party. On request, each party shall furnish the other with evidence of authority.

14.9 If any legal proceeding is brought for the enforcement or interpretation of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in any such action will be entitled to recover its reasonable attorneys' fees and additional legal costs incurred, together with any other relief to which he/it may otherwise be entitled.

14.10 Any controversy or dispute arising between the parties involving the application, construction or interpretation of this Agreement shall be submitted to binding arbitration on the request of either party after fifteen days prior to written notice. The parties shall make a good faith effort to meet and confer prior to submitting any dispute or controversy to arbitration. Any arbitration shall comply with and be governed by the rules and procedures of the American Arbitration Association for commercial disputes. The parties shall utilize a single arbitrator and all arbitration hearings shall be held in a location mutually acceptable to the parties. Florida Law shall govern this agreement in all respects.

IN WITNESS WHEREOF, the parties have made this Agreement as of the date last written below.

“District”

School Board of Pinellas County
301 4th Street SW
Largo, FL 33770

By: _____

Title: _____

Sign: _____

Date: _____

Approved As To Form:



School Board Attorneys Office

“LBLP”

Lindamood-Bell Learning Processes
416 Higuera Street
San Luis Obispo, CA 93401

By: Nanci Bell

Title: Chief Executive Officer and President

Sign:  for Lindamood-Bell Learning Processes

Date: June 16, 2025

SCHEDULE 1

Professional development workshops as follows.

1. One Introduction to School Partnerships, dates to be mutually scheduled.
2. One Leadership Orientation, to be scheduled within the first week of the initiation of services, that guides principals, administrators, and other District leaders including Board of Education members in the implementation of the LBLP programs in the schools. This orientation will focus on project design, scheduling, solving challenges, and the expectations of teachers and leaders.
3. The Imagery-Language Connection, Level 1-4 access to self-paced courses.

Confirmation of workshop dates must be provided two (2) weeks prior to the start of the workshop.

SCHEDULE 2

Not applicable.

SCHEDULE 3

Off-site services to be provided by LBLP to the District as follows:

1. LBLP will analyze assessment data obtained from pre- and re-testing and will submit a summary report to the District following each retesting period.
2. These findings and an explanation of our programs and project design will be presented to the District following the summary reports.
3. To maintain program quality and fidelity, LBLP will communicate in a transparent way with the District Administration and School Board Members. Communication will include:
 - a. Regular written reports with data analyses and recommendations.
 - b. Regular documentation following corporate site visits to summarize findings and communicate recommendations for program refinement.
 - c. School board presentations summarizing the project and data analyses when applicable.
4. District staff providing LBLP small group instruction will be given access to the *INFORMS for Schools* database during the term of this agreement. District employees will be responsible for timely and accurate data entry of test score and attendance information.
5. Consultation – Project Consultants, using video conferencing technology, will provide job-embedded support sessions from August 11, 2025 to May 28, 2026 as follows:
 - 1st semester: Up to 11 weekly job-embedded support sessions (sample schedule: 7 weekly, 5 every other week, 4 monthly).
 - 2nd semester: Up to 10 weekly job-embedded support sessions (sample schedule: 7 weekly, 9 monthly).

It is the District's responsibility to provide LBLP with a schedule of consulting sessions no later than two (2) weeks prior to initiating consulting services. The consulting sessions will be delivered during the start and end dates listed herein according to this schedule. Payment for the consulting sessions is non-refundable regardless of the actual sessions used during the term start and end dates listed herein. Project Consultants will

mentor staff, pace students through programs, and assist in oversight of classroom and small group instruction.

Project Consultant duties will also include:

- Oversight to ensure consistency within school in program implementation
 - Administration and oversight of small group instruction components (listed below)
 - Communication to District staff, LBLP staff, and the school community concerning operations of the project
 - Additional assistance to the site facilitators in mentoring and professional development for District staff
6. To utilize Zoom®, equipment minimum requirements include: a.) a computer with a 2.2 GHz Core 2 Duo processor and 4 GB of memory, b.) A webcam, c.) A projector, d.) speakers, e.) microphone, f.) 2x2 internet connection. If the District is using their own video conferencing software for coaching sessions, the District must share login details to that platforms at least One (1) week prior to the first consulting appointment. District video conferencing software and hardware must provide LBLP consultants the ability to see, hear, and interact with District students and instructors. Lindamood-Bell is unable to provide technical support for district hardware or software.

SCHEDULE 4

Community outreach services to be provided by LBLP to the District as follows:

1. LBLP will provide One (1) Tips for Home presentation that includes strategies for parents/guardians to use at home with their students (dates to be mutually scheduled)

SCHEDULE 5

The total fee to the District is a \$94,000 flat fee plus any applicable taxes. The District will provide payment according to the following schedule:

August 1, 2025—\$9,400
September 1, 2025—\$9,400
October 1, 2025—\$9,400
November 1, 2025—\$9,400
December 1, 2025—\$9,400
January 1, 2026—\$9,400
February 1, 2026—\$9,400
March 1, 2026—\$9,400
April 1, 2026—\$9,400
May 1, 2026—\$9,400

SCHEDULE 6

Materials for instruction and assessments:

1. Instructional Materials: The District shall acquire reasonable amounts of the following by the beginning of scheduled consulting sessions. LBLP will make recommendations for materials in addition to the following:

For Small Group Instruction (Remediation)	
Per Instructor	Per Student

V/V® Kit	V/V® Workbook Grades 2-6 sets* (consumable)
V/V® Teacher's Manual (inc in kit)	
See Time Fly Vols 1 & 2*	
Imagine That! Giant Book Grades 2-5	
Imagine That! Grades 2-5	
Seeing Stars® Kit	Decoding Workbooks Set 1-6* (consumable)
Star Words-Second 500 cards (501-1000)	Catch a Star Workbooks Set 1-6* (consumable)
Seeing Stars® Multisyllable Practice Box	
Seeing Stars® Set Reading Practice CD ROM*	
LiPS® Clinical Kit*	
For Classroom Instruction (Grades K-3)	
Per Instructor	
V/V® Kit	
V/V® Workbooks Grades 2-4 sets	
Imagine That! Giant Book Grades 2-5	
Seeing Stars® Kit	
Star Words-Second 500 cards (501-1000)	
Decoding Workbook Set 1-5	
Seeing Stars® Multisyllable Practice Box	
LiPS® Clinical Kit*	
For Classroom Instruction (Grades 3-6)	
Per Instructor	
V/V® Kit	
See Time Fly Vols 1 & 2*	
Imagine That! Giant Books Grades 2-5	
V/V® Workbooks Grades 2-6 sets*	

**For appropriate levels only, 1 kit per school.*

In addition, LBLP may recommend further contextual reading material if it is deemed necessary for more effective implementation of the LBLP programs for instruction.

These materials may be purchased through Gander Educational Publishing at (800) 554-1819 or www.ganderpublishing.com.

2. Testing Materials: Tests should be administered by qualified teachers or other professionals who demonstrate an aptitude to follow standardized testing protocol and can correctly analyze and score student responses. In addition, each school site will acquire sufficient test protocols and forms for Lindamood-Bell's testing battery. Each school site will acquire adequate amounts of the following:

Peabody Picture Vocabulary Test 5, Form A (PPVT-5), receptive vocabulary
Woodcock Reading Mastery Tests, Form A (WRMT-III), word attack sub-test

*These materials can be purchased from Pearson Assessments
1-800-627-7271, or go to www.pearsonclinical.com*

Wide Range Aptitude Test-5th Edition (WRAT-5), reading and spelling
*These materials can be purchased from Slosson Educational Publications, Inc.
1-888-756-7766, or go to www.slosson.com*

Gray Oral Reading Test-4th Edition, Form A (GORT-4)
The Lindamood Auditory Conceptualization-3 (LAC-3) test
The Symbol Imagery (SI) Test
*These materials can be purchased from Gander Educational Publishing
1-800-554-1819, or go to www.ganderpublishing.com*

These materials must be purchased in time for project commencement. If the materials are not on-site at project start, and LBLP provides testing materials, the District will be invoiced for all related costs.

“Exhibit A”

LBLP Program Expectations for Pinellas County Schools

The following outlines expectations for LBLP program implementation in Pinellas County Schools for the 2025-2026 school year. Adherence to these program expectations and the fidelity of the LBLP Model will help ensure instructional quality and allow the district to maximize student achievement under the LBLP Model.

PROFESSIONAL DEVELOPMENT

- a. All key principals who will be managing and monitoring LBLP instruction will attend the introductory 5-day workshop.
- b. All teachers from participating schools will attend the 5-day workshop.
- c. Participation in a workshop is not intended to be or sufficient interaction to enable the participant to train others in the LBLP programs.
- d. All key district administration and all principals will attend the LBLP Leadership Orientation – (minimum 4 hours).

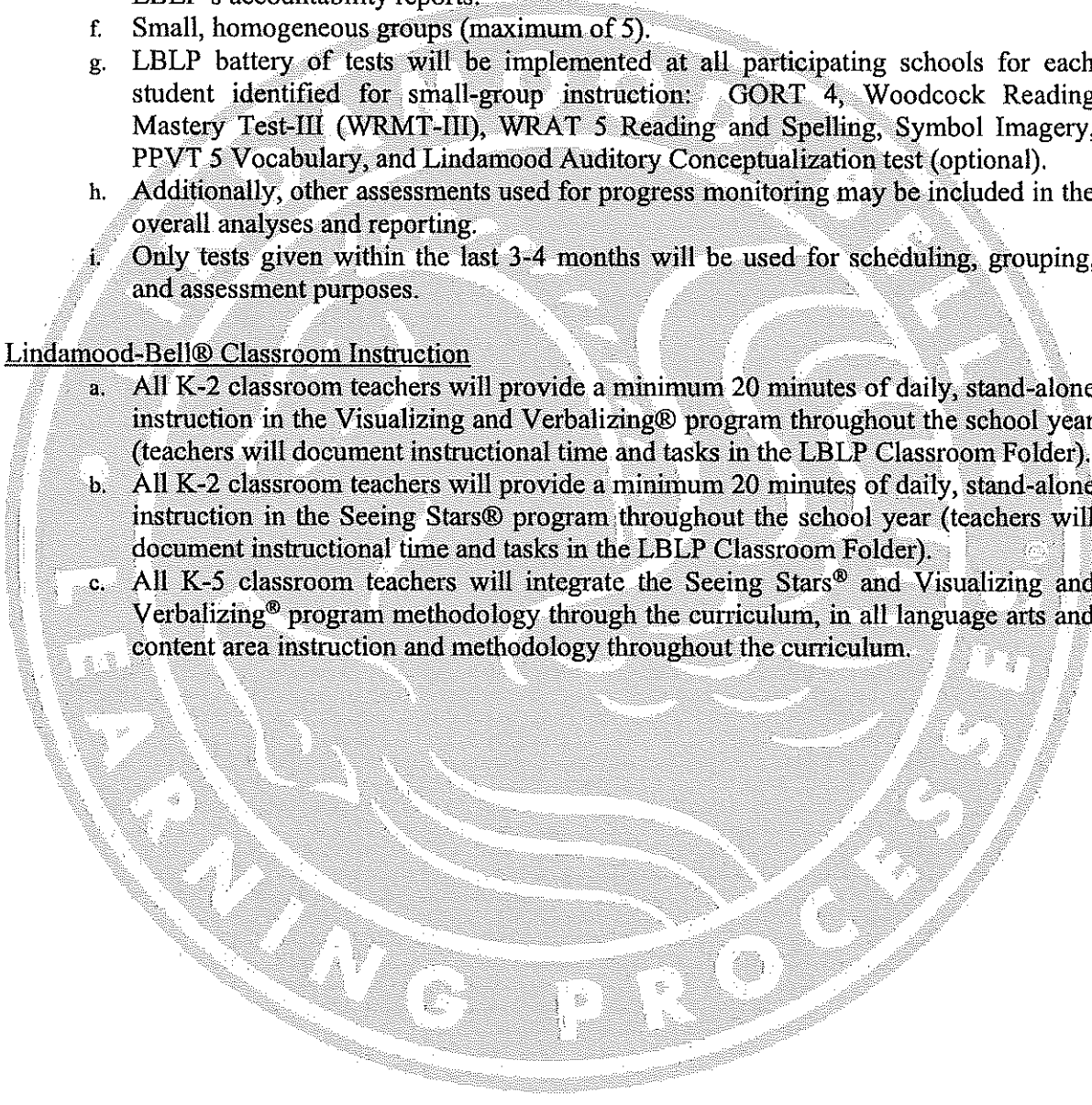
ACCOUNTABILITY

- a. LBLP Project Director will meet monthly with principals from all participating sites and with a designated district administrator (to be designated by the district) to review key indicators for LBLP instruction, including attendance, numbers of students in small-group instruction, number of classrooms implementing LBLP, and the amount of time devoted to LBLP implementation.
- b. Site principals from participating sites will conduct regular classroom visits to fulfill LBLP “Look Fors” and provide timely feedback to teachers based on these observations.
- c. A designated district administrator (to be designated by the district) will serve as the overall District Coordinator of Lindamood-Bell® implementation, reporting directly to the Superintendent on all matters concerning Lindamood-Bell.
- d. Key district administration will address environmental and fidelity issues and recommendations with site principals.
- e. LBLP will collaborate with the District administration to draft and submit expectations of LBLP implementation for District leadership and teachers (optional).
- f. LBLP will submit a mid-year report, an end-of-year report, and a state achievement test report to the District School Board, with data analyses, a summary of key indicators, and recommendations for improving the program fidelity.

LBLP INSTRUCTIONAL EXPECTATIONS AT PARTICIPATING SITES

LBLP Small-Group Instruction

- a. Students at risk for reading failure (e.g., students not proficient on the state achievement test, students in Special Education, etc.) will be the priority for participation in LBLP small-group instruction.
- b. To maximize school-wide Adequate Yearly Progress (AYP), schools must provide small-group instruction for a sufficient number of at risk students.

- 
- c. The amount of daily instruction and duration of instruction will be based on individual learning profiles.
 - d. Instruction is scheduled for a minimum of 90 minutes daily for middle and high schools and a minimum of 60 minutes daily for elementary schools.
 - e. Students will be scheduled to receive a minimum of 100 hours of small-group instruction. Students with less than 50 hours will not be post tested and included in LBLP's accountability reports.
 - f. Small, homogeneous groups (maximum of 5).
 - g. LBLP battery of tests will be implemented at all participating schools for each student identified for small-group instruction: GORT 4, Woodcock Reading Mastery Test-III (WRMT-III), WRAT 5 Reading and Spelling, Symbol Imagery, PPVT 5 Vocabulary, and Lindamood Auditory Conceptualization test (optional).
 - h. Additionally, other assessments used for progress monitoring may be included in the overall analyses and reporting.
 - i. Only tests given within the last 3-4 months will be used for scheduling, grouping, and assessment purposes.

Lindamood-Bell® Classroom Instruction

- a. All K-2 classroom teachers will provide a minimum 20 minutes of daily, stand-alone instruction in the Visualizing and Verbalizing® program throughout the school year (teachers will document instructional time and tasks in the LBLP Classroom Folder).
- b. All K-2 classroom teachers will provide a minimum 20 minutes of daily, stand-alone instruction in the Seeing Stars® program throughout the school year (teachers will document instructional time and tasks in the LBLP Classroom Folder).
- c. All K-5 classroom teachers will integrate the Seeing Stars® and Visualizing and Verbalizing® program methodology through the curriculum, in all language arts and content area instruction and methodology throughout the curriculum.



Quote Summary

Please see enclosed documents for details.

• • • • •

Services

provided by Lindamood-Bell

Fee

payable to Lindamood-Bell

Level 1

Introductory Public Workshops

\$ 8,700.00

Level 2 Partnership

Introductory Inservice Workshops

\$

Level 3 Partnership

Job-Embedded Professional Development

\$

Level 4 Partnership

Comprehensive School Partnership

\$ 94,000.00

Total payable to Lindamood-Bell (EIN 77-0140920)

\$ 102,700.00

Materials

provided by Gander Publishing

Fee

payable to Gander Publishing

Instructor and Student Materials

\$

Total payable to Gander Publishing (EIN 77-0401941)

\$ 0.00

Total cost to district

\$ 102,700.00



LINDAMOOD-BELL

LEARNING PROCESSES

Created Date 4/2/2025

Contact Name Lynne Mowatt

Phone 7275886041

Email mowatte@pcsb.org

Account Name School Board of Pinellas County

Billing Address Accounts Payable Department PO Box 2942
Largo, FL 33779-2942
USA

Product	Product Description	Service Fee
Seeing Stars® (SI™) Public Registration	- 1.3 Continuing Education Units, 13 seat hours - View upcoming classes at lindamoodbell.com/workshop-schedule	\$4350
Visualizing and Verbalizing® (V/V®) Public Registration	- 1.3 Continuing Education Units, 13 seat hours - View upcoming classes at lindamoodbell.com/workshop-schedule	\$4350

USD 8,700.00

Description 6 educators to attend Seeing Stars and Visualizing & Verbalizing workshops.

Expiration Date 6/1/2025

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 29, 2025**

Contract No: 25-208-105

Title: TeachTown enCore Student Licenses and Coaching & Training

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 ☐ Sole Source ☐ Co-Op Bid
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 7/1/25 thru 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 254,925.00

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
	unlimited	6-months	1 - year	

Rationale/Reason

The online licenses are for the approved TeachTown core curriculum for ESE students who are on Access Standards. The student licenses use the principles of Applied Behavior Analysis to reinforce content, provide for ongoing practice of skills and to collect data towards mastery of content and IEP goals. These licenses were budgeted for in this school year's IDEA grant. They are an integral part of the curriculum and the overall success of these students.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Districtwide ESE Students
Title: Director, Purchasing Department

Requested By: Lynne Mowatt **Buyer:** Barbara Molfetta
Title: Executive Director, ESE Purchasing Analyst

Contractor Name: TeachTown
Address: 2 Constitution Way
Woburn, MA 01801
Phone: 813-966-3591
Email: orders@teachtown.com
Vendor ID: V-39641

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
JIGSAW LEARNING, LLC dba TEACHTOWN

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of August 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and JIGSAW LEARNING, LLC dba TEACHTOWN (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 August 1, 2025, and end July 30, 2025. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (*must be greater than \$50,000.00*): The School Board agrees to pay the Contractor \$254,925.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Individuals with Disabilities Education Act (IDEA) grant by the federal government. The following terms shall govern payments:
 - a) Payments will be made in quarterly installments.
 - b) Contractor will submit quarterly 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. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. 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, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be 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. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. 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 erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers,

storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors 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 costs, damages, judgments or losses 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 subcontractor of Contractor to the extent and only to the extent that 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 obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. 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.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., 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.

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Ashley Wall, Chief Financial Officer
2 Constitution Way
Woburn, MA 01801

Board Project Contact: Lynne Mowatt, Executive Director of ESE
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact: Coral Marsh, Director, Special Projects
Student and Community Support Services
P.O. Box 2942
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.

17. 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.

18. 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 the state or federal court whose jurisdiction includes Pinellas County, Florida.

19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.

- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. 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.
21. 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.
22. 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 chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____,
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

[INSERT NAME OF CONTRACTOR—ALL CAPS]

Jahlieca Marcelini

By: Ashley B. Wall
Chief Financial Officer

Date: 6/4/2025



Approved as to Form:

Office of School Board Attorney

PROJECT REFERENCE: Individuals with Disabilities Education Act (IDEA)

FUNDING SOURCE: Individuals with Disabilities Education Act (IDEA)

Company Address 2 Constitution Way
Woburn, MA 01801
US

Created Date 7/8/2025

Bill To Name Pinellas County Public Schools
Bill To 301 4Th Ave Sw
Largo, FL 33770-3536
United States

Order Number 00027192

Billing Frequency Upfront

Contract Start Date 7/1/2025

Net Terms 30

Contract End Date 6/30/2026

Customer PO ☐
Required

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Discount (Percentage)	Extended Price
enCORE K-12 Student Sub Std Pkg	Software	7/1/2025	6/30/2026	USD 375.00	630.00	10.00%	USD 212,625.00

Software Subtotal USD 212,625.00

Physical Goods Subtotal USD 0.00

Subtotal

Services Subtotal USD 0.00

Shipping Total USD 0.00

Sales Tax Total USD 0.00

Grand Total USD 212,625.00

Order Notes

The district is renewing for its enCORE K-12 licenses.

For questions on this order, contact:

TeachTown Representative Marcus Rose

Prepared By Marcus Rose

Email mrose@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:
<https://web.teachtown.com/terms-of-service/>

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign ☐
on Behalf of the Org

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term

Company Address 2 Constitution Way
Woburn, MA 01801
US

Created Date 7/8/2025

Bill To Name Pinellas County Public Schools
Bill To 301 4Th Ave Sw
Largo, FL 33770-3536
United States

Order Number 00024634

Billing Frequency Upfront

Contract Start Date 7/1/2025

Net Terms 30

Contract End Date 6/30/2026

Customer PO ☐
Required

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Discount (Percentage)	Extended Price
Daily Onsite Classroom Coaching	Services	7/1/2025	6/30/2026	USD 4,000.00	8.00	10.00%	USD 28,800.00
enCORE K-12 Onsite/Virtual Training 101, 102, 103 T1/T2	Services	7/1/2025	6/30/2026	USD 15,000.00	1.00	10.00%	USD 13,500.00

Software Subtotal USD 0.00

Physical Goods Subtotal USD 0.00

Services Subtotal USD 42,300.00

Shipping Total USD 0.00

Sales Tax Total USD 0.00

Grand Total USD 42,300.00

Order Notes

The district is renewing for its enCORE K-12 licenses and professional development.

For questions on this order, contact:

TeachTown Representative Marcus Rose

Prepared By Marcus Rose

Email mrose@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

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By signing this Order Form you are agreeing to our Terms of Service:

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How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
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Woburn, MA 01801

Authorized to Sign ☐
on Behalf of the Org

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term