



June 11, 2015

Mr. Tim Wyrosdick
Superintendent of Schools
5086 Canal Street
Milton, FL 32570-6707

Dear Mr. Wyrosdick,

RFP 15-04 Science, Technology Engineering, Art and Math (STEAM) Teacher Administrator Training negotiations resulted in a five year contract with Discovery Education. It is recommended that the board approve the attached contract.

Sincerely,

Judson C. Crane

JCC/cl

Att: 6



**Professional Development Services Agreement ("Agreement")
made as of 05/25/2015 between Discovery Education, Inc. ("Discovery") and
SANTA ROSA COUNTY SCHOOL BOARD, FL ("Customer")**

1. Customer agrees to purchase, and Discovery agrees to provide, the professional development services as set forth more specifically in Exhibit B attached hereto and incorporated herein by reference.
2. The Term of this Agreement shall be July 1, 2015 through and including June 30, 2020 as further set forth below:
 - "Period 1" shall mean the period July 1, 2015 through June 30, 2016
 - "Period 2" shall mean the period July 1, 2016 through June 30, 2017
 - "Period 3" shall mean the period July 1, 2017 through June 30, 2018
 - "Period 4" shall mean the period July 1, 2018 through June 30, 2019
 - "Period 5" shall mean the period July 1, 2019 through June 30, 2020
3. The date, time and place of the professional development services shall be mutually agreed to by the parties provided all professional development trainings shall be completed by no later than June 30 of each year.
4. The pricing for the professional development services (the "Fees") shall be as follows:

**DISCOVERY EDUCATION SERVICES
Period 1**

Quantity	Description	Price	Total
	Professional Development Services		
1	Professional Learning Conference with Keynote (for up to 100 participants) STEAM Launch Event	\$8,000.00	\$8,000.00
15	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) STEAM Teacher Modules	\$2,500.00	\$37,500.00
200	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 4 participants) Learning Lab Instructional Support	\$2,500.00	\$500,000.00
4	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) Administrator STEM Professional Development	\$2,500.00	\$10,000.00
	Total		\$555,500.00

**DISCOVERY EDUCATION SERVICES
Period 2**

Quantity	Description	Price	Total
	Professional Development Services		
1	Professional Learning Conference with Keynote (for up to 100 participants) STEAM Launch Event	\$8,000.00	\$8,000.00
15	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) STEAM Teacher Modules	\$2,500.00	\$37,500.00
200	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 4 participants) Learning Lab Instructional Support	\$2,500.00	\$500,000.00
4	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) Administrator STEM Professional Development	\$2,500.00	\$10,000.00
	Total		\$555,500.00



DISCOVERY EDUCATION SERVICES
Period 3

Quantity	Description	Price	Total
	Professional Development Services		
1	Professional Learning Conference with Keynote (for up to 100 participants) STEAM Launch Event	\$8,000.00	\$8,000.00
15	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) STEAM Teacher Modules	\$2,500.00	\$37,500.00
200	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 4 participants) Learning Lab Instructional Support	\$2,500.00	\$500,000.00
4	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) Administrator STEM Professional Development	\$2,500.00	\$10,000.00
Total			\$555,500.00

DISCOVERY EDUCATION SERVICES
Period 4

Quantity	Description	Price	Total
	Professional Development Services		
1	Professional Learning Conference with Keynote (for up to 100 participants) STEAM Launch Event	\$8,000.00	\$8,000.00
15	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) STEAM Teacher Modules	\$2,500.00	\$37,500.00
200	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 4 participants) Learning Lab Instructional Support	\$2,500.00	\$500,000.00
4	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) Administrator STEM Professional Development	\$2,500.00	\$10,000.00
Total			\$555,500.00

DISCOVERY EDUCATION SERVICES
Period 5

Quantity	Description	Price	Total
	Professional Development Services		
1	Professional Learning Conference with Keynote (for up to 100 participants) STEAM Launch Event	\$8,000.00	\$8,000.00
15	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) STEAM Teacher Modules	\$2,500.00	\$37,500.00
200	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 4 participants) Learning Lab Instructional Support	\$2,500.00	\$500,000.00
4	On-Site Session with 1 PD Specialist (Up to 6-hour Session for up to 30 participants) Administrator STEM Professional Development	\$2,500.00	\$10,000.00
Total			\$555,500.00

Grand Total			\$2,777,500.00

4. The Fees are non-cancellable except as set forth herein and are due and payable no later than 30 days of receipt of invoice. Invoices will be sent at the end of each quarter for any and all professional development services delivered during the previous quarter.

The Fees are due and payable to Discovery as set forth above, provided, that, if sufficient funds have not been approved for any period of the Term by the school Board, or other such applicable authority, upon written notice from Subscriber to Discovery of such insufficient funds, by facsimile to (240) 662-8741 (Attn: Joan Kelly-Smith), no later than the May 1 immediately preceding such year, Subscriber shall not be required to pay the Fees for such year and this Agreement shall terminate at the end of the then-current term period. Such prior written notice shall state that the lack of appropriated funds is the reason for termination.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



5. **Background Checks.** Discovery represents and warrants the following regarding security clearances of those employees and independent contractors who deliver professional development services. Discovery conducts the following checks on any employees or contractors it sends onto school campuses to perform professional development and related services where students may be present ("PD Specialists") at the time of hire and refreshes such checks on an annual basis:

- Criminal Records Check
- FBI Fingerprint Clearance
- Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing services on school grounds.

6. Customer represents, warrants and certifies that Customer (i) has full power and authority to enter into this Agreement, and to agree to all the terms and conditions hereof, and (ii) is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Customer is not exempt from certain of such taxes, Customer agrees to remit payment for such taxes to Discovery.
7. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.

SPECIAL PROVISIONS

8. Any modifications to this Agreement shall be agreed to in writing and duly signed by both parties.
9. This Agreement, together with Santa Rosa County School Board's RFP No. 15-04 ("RFP"), Discovery's response to such RFP, and Discovery's Revised Contract Exceptions (attached hereto as Exhibit B), contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

SANTA ROSA COUNTY SCHOOL BOARD

DISCOVERY EDUCATION, INC.

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Ref. No. O6UJ9C0022KK



Exhibit A
Terms and Conditions

- 1. Release, Disclaimer of Warranties; Limitation of Liability, Indemnification.** TO THE EXTENT PERMITTED BY FLORIDA LAW, CUSTOMER RELEASES AND WAIVES ALL CLAIMS AGAINST DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF CUSTOMER'S USE OF THE CURRICULUM OR CONTENT USED DURING THE TRAINING. THE CONTENT IS PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THIS AGREEMENT, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY'S OBLIGATIONS HEREUNDER, AND USER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO DISCOVERY UNDER THIS AGREEMENT. IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, HARMLESS AGAINST AND FROM ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY VIOLATION OF CUSTOMER OF THESE TERMS OR ANY MISUSE OF THE CONTENT.
- 2. Miscellaneous.** If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Rights and remedies granted hereunder are cumulative. The exercise of one shall not diminish or affect any other rights or remedies at law or in equity. Customer's sole remedy under this Agreement shall be an action at law for damages; Customer shall not be entitled to equitable relief. Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.



EXHIBIT B

Description of Professional Development Services

Audience	Professional Development Components
<p>PERIOD 1 THROUGH PERIOD 5</p> <p>Launch Event w/ Keynote</p> <p>One, (1) Event (up to 6 hours per Session)</p> <p>Maximum 100 Participants per Event</p>	<p>This launch event is intended to generate excitement, shared leadership and commitment as school teams begin translating big ideas and goals into manageable, actionable steps. A combination of investigations, interactive activities and mini- sessions unfold throughout the day. The agenda is co-constructed with district personnel and facilitation is shared.</p>
<p>PERIOD 1 THROUGH PERIOD 5</p> <p>STEAM Teacher Modules</p> <p>Five (5) Sessions per Cohort (Up to 6 hours per Session)</p> <p>One, (1) Cohort Comprised of 30 Participants Total Three, (3) Cohorts</p> <p>Maximum 30 Participants per Session</p> <p>Total: 15 PD Specialists</p>	<p>Participants will take part in an extensive professional learning experience designed to gain the knowledge and skills needed to more effectively create and sustain a model classroom-learning environment that is student-centered and inquiry based. The sessions will be delivered non-consecutively to allow for practice and application between each session.</p> <p>Period 1:</p> <ul style="list-style-type: none"> ➤ Session 1: Charting a Course for the STEAM Transition ➤ Session 2: Fostering Student-Centered Learning ➤ Session 3: The Power of Engagement ➤ Session 4: Upgrading Assessment Practices ➤ Session 5: Measuring Our Impact Through Student Voices <p>Period 2:</p> <ul style="list-style-type: none"> ➤ Session 1: Building a STEAM Vision & STEAM Immersion Experience ➤ Session 2: Developing High Quality STEAM Lessons ➤ Session 3: Project-Based Learning in a STEAM Culture Part 1 ➤ Session 4: Project-Based Learning in a STEAM Culture Part 1 ➤ Session 5: Project-Based Learning in a STEAM Culture Part 1 <p>Period 3:</p> <ul style="list-style-type: none"> ➤ Session 1: Building STEAM Transdisciplinary Units, Part I ➤ Session 2: Building STEAM Transdisciplinary Units, Part 2 ➤ Session 3: Building STEAM Transdisciplinary Units, Part 3 ➤ Session 4: Prove It: The Art of Arguments ➤ Session 5: Revisiting STEAM Transdisciplinary Units <p>Period 4:</p> <ul style="list-style-type: none"> ➤ Session 1: Developing Problem-Based Learning ➤ Session 2: Bringing Depth from Integrating Theory of Knowledge ➤ Session 3: Bringing Visibility to Student Thinking ➤ Session 4: Developing STEAM Instruction: Planning STEAM as a Vertical Team ➤ Session 5: Reassessing Transdisciplinary Units in STEAM <p>Period 5:</p> <ul style="list-style-type: none"> ➤ Session 1: Reflections of Year 4 ➤ Session 2: The Connected Educator ➤ Session 3: Digital Storytelling in the 21st Century STEAM Classroom ➤ Session 4: Web 2.0 Platforms for Content Creation ➤ Session 5: Web 2.0 Platforms for Communication and Collaboration



<p>PERIOD 1 THROUGH PERIOD 5</p> <p>Learning Lab Instructional Support</p> <p>Ten (10) Sessions per School (up to 6 hours per Session)</p> <p>Total 20 Schools</p> <p>Maximum 4 Participants per Session</p> <p>Total: 200 PD Specialists</p>	<p>A PD Specialist will work directly with participants (administrators and educators) to establish learning labs in their schools and provide opportunities for colleagues to observe and collaborate on the digitally infused instructional strategies demonstrated and modeled in these classrooms. Activities will include:</p> <ul style="list-style-type: none"> ➤ Planning for instruction with team members and administrators ➤ Co-teaching, modeling and/or providing classroom support to more effectively strengthen teachers' confidence and expertise to support rigorous learning and to plan and implement technology infused lessons and learning tasks that are differentiated, inquiry based and student centered ➤ Reflecting and debriefing with team members
<p>PERIOD 1 THROUGH PERIOD 5</p> <p>Administrator STEAM Professional Development</p> <p>Four, (4) Sessions (up to 6 hours per Session)</p> <p>Maximum 30 Participants per Session</p> <p>Total: 4 PD Specialists</p>	<p>PD Specialists will continue to support STEM administrators with developing a proactive approach to managing and leading the STEAM transformation. These sessions may include the following course sequence:</p> <p>Period 1:</p> <ul style="list-style-type: none"> ➤ Session 1: STEAM Leadership Retreat, Unpacking the Partnership ➤ Session 2: Leading the STEAM Transformation ➤ Session 3: A Leaders' Guide to Digital Pedagogy ➤ Session 4: Leading Instruction Above the Line <p>Period 2:</p> <ul style="list-style-type: none"> ➤ Session 1: Building Your STEAM Community ➤ Session 2: Implementing Project-Based Learning in your School ➤ Session 3: To be determined by District and Discovery ➤ Session 4: To be determined by District and Discovery <p>Period 3:</p> <ul style="list-style-type: none"> ➤ Session 1: How to Support Transdisciplinary Units in Practice ➤ Session 2: Telling Your STEAM Story ➤ Session 3: To be determined by District and Discovery. ➤ Session 4: To be determined by District and Discovery <p>Period 4:</p> <ul style="list-style-type: none"> ➤ Session 1: Developing a Sustainable STEAM Culture ➤ Session 2: Beyond Vertical Articulation of a STEAM Culture ➤ Session 3: To be determined by District and Discovery ➤ Session 4: To be determined by District and Discovery <p>Period 5:</p> <ul style="list-style-type: none"> ➤ Session 1: Digital Storytelling for Administrators: Telling Your School's Story ➤ Session 2: Final Reflection and Sustaining Momentum ➤ Session 3: To be determined by District and Discovery ➤ Session 4: To be determined by District and Discovery