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TO:

Tim Wyrosdick, Superintendent

Board Members

FROM:

David Johnson

DATE:

June 18, 2014

RE:

Discovery Education Assessment

2014-2015 School Year

Please find attached a copy of the Discovery Education Assessment in the amount of \$190,425.00. The purpose of this assessment is for 32 schools to have the Discovery Education Predictive Assessment Package with Progress Zone. The renewal rate is at \$7.60 per student based on the enrollment provided on "Exhibit A", which is also attached.

It is recommended that the board approve the renewal assessment.



Assessment Services Contract ("Contract") made as of 06/12/2014 between Discovery Education Assessment, LLC ("Discovery") and SANTA ROSA CO SCHOOL DISTRICT, FL ("Customer")

- Customer shall purchase and Discovery shall provide the services set forth below to the administrators, educators and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A attached hereto and incorporated herein by reference (the "Assessment Services").
- 2. The "Term" shall be 07/01/2014 through and including 06/30/2015.
- 3. The pricing for the Assessment Services (the "Fees") shall be as follows:

Quantity of Schools	Description	Price Per Student	No. of Students	Total
venter test	Discovery Education Assessment Services		4.3-44.43.634.63.6	
32	Discovery Education Predictive Assessment Package w/Progress Zone	\$7.60	25,056	\$190,425.60
		<u> </u>	Total	\$190,425.60

- 4. The Fees are non-cancellable except as set forth herein and are due and payable no later than 30 days after receipt of invoice.
- 5. Customer may purchase Assessment Services for additional students under this Contract by providing written notice to Discovery, setting forth the name and address of the school and the number of students per grade level for which Assessment Services are being purchased, (each, an "Additional Assessment Purchase Notice," to be submitted in the form of a purchase order). Upon receipt of an Additional Assessment Purchase Notice, the students enrolled in the schools in the grade levels referenced therein shall be added to this Contract. The Fees for the additional Assessment Services purchased shall be due and payable no later than thirty (30) days after receipt of invoice.
- 6. Customer may order tests in paper format by submitting a completed Paper Test Order Form (available upon request) and Purchase Order to Discovery.
- 7. Customer agrees that all other terms and conditions are as set forth in Discovery's standard Terms of Use as set forth at http://www.discoveryeducation.com/aboutus/terms of use.cfm and this Contract, together with the Terms of Use, constitutes the complete and exclusive terms of the agreement between the parties regarding the subject matter. Customer shall ensure that all of its administrators, educators or students who either administer or take the assessments do so in accordance with the Terms of Use. There shall be no modifications to this Contract unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Contract or the Terms of Use. In the event of a direct conflict between the terms of this Contract and the terms of the applicable then-current Terms of Use, the terms of this Contract shall control.
- 8. 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 Contract ("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.
- Discovery agrees to use any personal information and data provided to it by Customer in compliance with the Family Educational Rights & Privacy Act of 1974 ("FERPA") and other applicable laws, regulations and statutes and Discovery's standard terms of use and privacy policy.



- 10. Customer certifies that Customer 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.
- 11. This Contract and any exhibits or attachments thereto 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 CO SCHOOL DISTRICT	DISCOVERY EDUCATION ASSESSMENT, LLC.								
By: (Signature Required)	Ву:								
Title:	Title:								
Printed Name:	Printed Name:								
Date:	Date:								

Ref. No. O6UJ9C001SAN

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741



Exhibit A

SCHOOL INFORMATION					Primary			E	lemer	tary/N	liddle	Scho	ol		Totals			
School Name	School Address	City, State, Zip	Contact Person	Contact Phone/Email	К	1	2 3 4 5 6 7 8					8	9	10	11	12		
Avalon Middle School	5445 King Arthurs Way	Milton FL 32583	David Sigumjak	850/983-5540							245	251	253					749
Bagdad Elementary	4512 Forsyth Street	Meton FL 32583	Linda Gooch	850/983-5680	79	64	77	70	68	53								411
Russell Elementary	3740 Excalibur Way	Milton FL 32583	Suzi Godwin	850/983-7000	128	149	138	127	128	133							\Box	803
Berryhill Elementary	4900 Berryhill Road	Milton FL 32570	Roger Golden	850/983-5690	141	118	129	127	128	115								758
Central School	6180 Central Road	Milton FL 32570	Sean Twitty	850/983-5640	27	28	27	28	35	23	22	62	78	47	53	54	32	516
Chumuckla Elementary	2312 Hwy 182	Jay FL 32565	Danny Camley	850/995-3690	38	41	39	36	45	41	34				_			274
East Milton Elementary	5156 Ward Basin Road	Milton FL 32583	Terry Paschal	850/983-5620	126	137	125	117	109	102								716
Gulf Breeze Elementary	549 Gulf Breeze Parkway	Gulf Breeze FL 32561		850/934-5185	83	114	113	123	156	124								713
Gulf Breeze High School	675 Gulf Breeze Parkway	Gulf Breeze FL 32561		850/916-4165										430	369	353	332	1484
	649 Gulf Breeze Parkway	Gulf Breeze FL 32561		850/934-4080							291	304	300					895
Holley Navarre Intermediate	1936 Navarre Road	Navarre FL 32566	Liz West	850/936-6020				267	253	277								797
Holley Navarre Middle	1976 Williams Creek Drive	Navarre FL 32566	Joie DeStefano	850/936-6040							261	270	287					818
Holley Navarre Primary	8019 Escola Street		Barbara Scott	850/936-6130	253	285	266											804
Jay Elementary	13833 Alabama Street	Jay FL 32565	Kelly Allen	850/675-4554	74	89	61	59	66	63	79							491
Jay High	3741 School Street	Jay FL 32565		850/675-4507								81	66	88	81	62	65	443
The Learning Academy	5880 Stewart Street	Milton FL 32570	Kara Whitney Lay	850/983-3495									15	29	31	14	11	100
King Middle School	5928 Stewart Street	Maton FL 32570	Darren Brock	850/983-5660							212	195	190		i		\Box	597
Milton High School	5445 Stewart Street	Milton FL 32570	Michael Thorpe	850/983-5600										469	447	390	374	1689
Milton Youth Academy	5770 East Milton Road	Milton FL 32583	Pati Swanz- Reiners	850/623-4313							4	7	7	8	9	2	3	40
Navarre High School	8600 High School Blvd	Navarre FL 32566	Brian Noack	850/936-6080										518	499	449	420	1886
Oriole Beach Elementary	1260 Oriole Beach Road	Gulf Breeze FL 32563	Dawn Alt	850/934-5160	127	121	128	140	145	126								787
Pace High School	4065 Norris Road	Pace FL 32571	Stephen Shell	850/995-3600										470	453	420	420	1763
Pea Ridge Elementary	4775 School Lane	Pace FL 32571	Dana Fleming	850/995-3680	128	115	140	125	128	109								745
Hobbs Middle School	5317 Glover Lane	Milton FL 32570	Floyd Smith	850/983-5630							236	236	232					704
Dixon Intermediate		Pace FL 32571	April Martin	850/995-3650				223	243	268								734
Dixon Primary	Blvd	Pace FL 32571		850/995-3660	227	243	237											707
Santa Rosa High	5330 Berryhill Road	Milton FL 32570	Donna Christopher	i											12	39	84	135
Sims Middle School	5500 Education Drive	Pace FL 32571	Sharon Patrick	850/995-3676	П						285	282	311					878

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



SCHOOL INFORMATION					1	rimar	y	E	lemer	itary/N	liddle	Scho	oi		Totals		
School Name	School Address	City, State, Zip	Contact Person	Contact Phone/Email	К	1	2	3	4	5	6	7	8	9	10	11 12	
Rhodes Elementary	5563 Byrom Street	Navarre FL 32566	Tom Kennel	850/983-5670	140	162	151	138	152	105							848
West Naavrre Intermediate	1970 Cotton Bay Lane	Navarre FL 32566	David Crissey	850/936-6060				303	323	309							935
West Navarre Primary	1955 Lowe Road	Navarre Ft. 32566	Sandi Eubanks	850/936-6000	306	260	278										844
Woodlawn Middle School	1500 Woodlawn Way	Gulf Breeze FL 32563	Victor Lowrimore	850/934-4010							337	317	347				1001
TOTAL BY GRADE	S 12 (4)				1877	1926	1909	1883	1979	1848	2006	2005	2086	2059	1954	1783 174	11 25,056

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