



ASSESSMENT

**Assessment Services Contract ("Contract")
made as of 06/29/2015 between Discovery Education Assessment, LLC ("Discovery") and
SANTA ROSA CO SCHOOL DISTRICT, FL ("Customer")**

1. 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 07/01/2015 through and including 06/30/2016.
3. The pricing for the Assessment Services (the "Fees") shall be as follows:

Quantity of Schools	Description	Price Per Student	No. of Students	Total
	Discovery Education Assessment Services			
31	Discovery Education Benchmark Package w/Progress Zone	\$7.60	25,694	\$195,274.40
			Total	\$195,274.40

4. The Fees are non-cancellable 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.
9. 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.

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).



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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)

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Ref. No. O6UJ9C00228Q

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

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).

Exhibit A

SCHOOL INFORMATION					Primary			Elementary/Middle School								High School				Totals
School Name	School Address	City, State, Zip	Contact Person	Contact Phone/Email	K	1	2	3	4	5	6	7	8	9	10	11	12			
Avalon Middle School	5445 King Arthurs Way	Milton, FL 32583	David Sigumak	850/983-5540	0	0	0	0	0	0	242	240	254	1	0	0	0	737		
Bagdad Elementary School	4512 Forsyth Street	Milton, FL 32583	Daniel Badley	850/983-5680	82	65	67	70	66	72	0	0	0	0	0	0	0	422		
Bennett Russell Elementary School	3740 Excalibur Way	Milton, FL 32570	Suzi Godwin	850/983-7000	132	137	144	136	124	121	0	0	0	0	0	0	0	794		
Berryhill Elementary School	4900 Berryhill Road	Milton, FL 32570	Roger Golden	850/983-5690	120	147	108	151	130	130	0	0	0	0	0	0	0	786		
Central School	6180 Central Road	Milton, FL 32570	Sean Twitty	850/983-5640	19	28	30	23	27	42	23	59	67	74	43	50	55	540		
Chumuckla Elementary School	2312 Highway 182	Jay, FL 32565	Danny Camley	850/995-3690	35	48	47	40	41	48	40	0	0	0	0	0	0	299		
East Milton Elementary	5156 Ward Basin Road	Milton, FL 32583	Terry Paschal	850/983-5620	116	124	128	141	104	109	0	0	0	0	0	0	0	722		
Gulf Breeze Elementary School	549 Gulf Breeze Parkway	Gulf Breeze, FL 32561	Warren Stevens	850/934-5185	97	91	129	109	136	169	0	0	0	0	0	0	0	731		
Gulf Breeze High School	675 Gulf Breeze Parkway	Gulf Breeze, FL 32561	Jason Weeks	850/916-4165	0	0	0	0	0	0	0	0	0	414	438	359	359	1570		
Gulf Breeze Middle School	649 Gulf Breeze Parkway	Gulf Breeze, FL 32561	Michael Brandon	850/934-4080	0	0	0	0	0	0	278	301	302	0	0	0	0	881		
Hobbs Middle School	5317 Glover Lane	Milton, FL 32570	Floyd Smith	850/983-5630	0	0	0	0	0	0	199	228	234	0	0	0	0	661		
Holley Navarre Intermediate School	1936 Navarre Road	Navarre, FL 32566	Beth Mosley	850/936-6020	0	0	0	277	278	267	0	0	0	0	0	0	0	822		
Holley Navarre Middle School	1976 Williams Creek Drive	Navarre, FL 32566	Joie DeStefano	850/936-6040	0	0	0	0	0	0	304	273	282	0	0	0	0	859		
Holley Navarre Primary School	8019 Escola Street	Navarre, FL 32566	Barbara Scott	850/936-6130	276	271	277	0	0	0	0	0	0	0	0	0	0	824		
Jay Elementary School	3741 School Street	Jay, FL 32565	Kelly Allen	850/675-4554	75	68	83	64	58	59	66	0	0	0	0	0	0	473		
Jay High School	3741 School Street	Jay, FL 32565	Brad Marcelliat	850/675-4507	0	0	0	0	0	0	0	79	75	66	79	77	63	439		
The Learning Academy	5880 Stewart Street	Milton, FL 32570	Kara Whitney-Lay	850/983-3495	0	0	0	0	0	0	6	26	43	47	34	17	21	194		
King Middle School	5928 Steward Street	Milton, FL 32570	Darren Brock	850/983-5660	0	0	0	0	0	0	176	227	198	0	0	0	0	601		
Milton High School	5445 Stewart Street	Milton, FL 32570	Tim Short	850/983-5600	0	0	0	0	0	0	0	0	0	475	442	405	372	1694		
Navarre High School	8600 High School Boulevard	Navarre, FL 32566	Brian Noack	850/936-6080	0	0	0	0	0	0	0	0	0	557	544	454	448	2003		
Oriole Beach Elementary School	1260 Oriole Beach Road	Gulf Breeze, FL 32563	Josh McGrew	850/934-5160	114	132	132	139	141	147	0	0	0	0	0	0	0	805		
Pace High School	4065 Norris Road	Pace, FL 32571	Stephen Shell	850/995-3600	0	0	0	0	0	0	0	0	0	536	467	446	423	1872		
Pea Ridge Elementary School	4775 School Lane	Pace, FL 32571	Dana Fleming	850/983-3680	0	115	129	125	142	126	130	0	0	0	0	0	0	767		
S. S. Dixon Intermediate School	5540 Education Drive	Pace, FL 32571	Linda Gooch	850/995-3650	0	0	0	262	246	265	0	0	0	0	0	0	0	773		

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School Name	School Address	City, State, Zip	Contact Person	Contact Phone/Email	K	1	2	3	4	5	6	7	8	9	10	11	12			
S. S. Dixon Primary School	4560 Patriot Boulevard	Pace, FL 32571	Nancy Haupt	850/995-3660	241	246	258	0	0	0	0	0	0	0	0	0	0	745		
Santa Rosa High School	5330 Berryhill Road	Milton, FL 32570	Donna Christopher	850/983-5710	0	0	0	0	0	0	0	0	0	0	5	34	66	105		
Sims Middle School	5500 Education Drive	Pace, FL 32571	Sharon Patrick	850/995-3676	0	0	0	0	0	0	293	317	285	0	0	0	0	895		
W. H. Rhodes Elementary School	5563 Byrom Street	Milton, FL 32570	Michelle Barlow	850/983-5670	145	142	146	145	129	153	0	0	0	0	0	0	0	860		
West Navarre Intermediate School	1970 Cotton Boulevard Lane	Navarre, FL 32566	Shana Dorsey	850/936-6060	0	0	0	304	312	324	0	0	0	0	0	0	0	940		
West Navarre Primary School	1955 Lowe Road	Navarre, FL 32566	B. J. Price	850/936-6000	263	322	280	0	0	0	0	0	0	0	0	0	0	865		
Woodlawn Beach Middle School	1500 Woodlawn Way	Gulf Breeze, FL 32563	Victor Lowmire	850/934-4010	0	0	0	0	0	0	330	352	333	0	0	0	0	1015		
TOTAL BY GRADE					1715	1936	1958	1986	1934	2032	2087	2102	2073	2170	2052	1842	1807	25694		

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