

**Assessment Services Contract ("Contract")
made as of 05/31/2016 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" or the "PD Services", as applicable).
- The "Term" shall be 07/01/2016 through and including 06/30/2017.
- The pricing for the Assessment Services or the PD 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	\$6.00	24,556	\$147,336.00
	Total			\$147,336.00

Quantity	Description	Price	Total
	Discovery Education Professional Development Services		
	On-Site Professional Development (One Session up to 6 hours for up to 25 participants)	\$2,500.00	
1	On-Line Professional Development (One 1-Hour Web-Based Session)	\$250.00	\$250.00
	Total		\$250.00

Grand Total \$147,586.00

- The Fees are non-cancellable except as set forth herein and are due and payable no later than 30 days after receipt of invoice.

With respect to the PD Services, the Fees are non-cancellable and are due and payable no later than 30 days after 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.
- With respect to the PD Services, 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 30th of such term year. Any content provided by Discovery during the PD Services, in any format ("the Content"), is the property of Discovery. Customer acknowledges that it does not gain any ownership interest in the Content by using the Content.
- 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.
- Customer may order tests in paper format by submitting a completed Paper Test Order Form (available upon request) and Purchase Order to Discovery.

8. 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.
9. 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.
10. 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.
11. Background Checks. Discovery represents and warrants the following regarding security clearances of those Professional Development Specialists ("PD Specialists") who deliver professional development services. Discovery conducts the following checks on any PD Specialist it sends onto school campuses to perform professional development and related services where students may be present 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 professional development services on school grounds.
12. 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.



ASSESSMENT

13. 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. Nos. O6UJ9C0026CR / O6UJ9C0029I9

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

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 Sigurnjak	850-983-5540							200	242	238					680	
Bagdad Elementary School	4512 Forsyth Street	Bagdad, FL 32583	Daniel Baxley	850-983-5680	54	73	67	60	62	61								377	
Bennett Russell Elementary School	3740 Excalibur Way	Milton, FL 32583	Suzette Godwin	850-983-7000	110	125	145	129	125	111								745	
Berryhill Elementary School	4900 Berryhill Road	Milton, FL 32570	Roger Golden	850-983-5690	116	126	130	116	145	128								761	
Central High School	6180 Central School Road	Milton, FL 32570	Sean Twitty	850-983-5640	27	20	24	29	22	25	37	61	59	57	66	40	43	510	
Chumuckla Elementary School	2312 Hwy 182	Jay, FL 32565	Danny Carnley	850-995-3690	35	43	41	55	47	41	53							315	
East Milton Elementary School	5156 Ward Basin Road	Milton, FL 32570	Terry Paschall	850-983-5620	108	104	126	123	111	105								677	
Gulf Breeze Elementary School	549 Gulf Breeze Pkwy	Gulf Breeze, FL 32561	Warren Stevens	850-934-5185	102	105	91	124	120	140								682	
Gulf Breeze High School	675 Gulf Breeze Pkwy	Gulf Breeze, FL 32561	Jason Weeks	850-916-4165										371	407	410	341	1529	
Gulf Breeze Middle School	649 Gulf Breeze Pkwy	Gulf Breeze, FL 32561	Michael Brandon	850-934-4080							292	270	299					861	
Hobbs Middle School	5317 Glover Lane	Milton, FL 32570	Wes Underwood	850-983-5630							228	192	210					630	
Holley-Navarre Intermediate School	1936 Navarre School Road	Navarre, FL 32566	Beth Mosley	850-936-6020				295	255	280								830	
Holley-Navarre Middle School	1976 Williams Creek Road	Navarre, FL 32566	Joie Destefano	850-936-6040							270	293	254					817	
Holley-Navarre Primary School	8019 Escola Street	Navarre, FL 32566	Barbara Scott	850-936-6130	259	274	266											799	
Jay Elementary School	13833 Alabama Street	Jay, FL 32565	Kelly Allen	850-675-4554	65	65	65	81	65	57	59							457	
Jay High School	3741 School Street	Jay, FL 32565	Brad Marcilliat	850-675-4507								67	70	71	62	70	74	414	
The Learning Academy	5880 Stewart Street	Milton, FL 32570	Kara Lay-Whitney	850-983-3495							9	16	31	53	38	32	21	200	
King Middle School	5928 Stewart Street	Milton, FL 32570	Darren Brock	850-983-5660							204	168	208					580	
Milton High School	5445 Stewart Street	Milton, FL 32570	Tim Short	850-983-5600										453	424	375	368	1620	
Navarre High School	8600 High School Blvd	Navarre, FL 32566	Brian Noack	850-936-6080										523	515	484	421	1943	
Oriole Beach Elementary School	1260 Oriole Beach Road	Gulf Breeze, FL 32563	Josh McGrew	850-934-5160	128	111	135	122	145	135								776	
Pace High School	4065 Norris Road	Pace, FL 32571	Stephen Shell	850-995-3600										456	489	416	410	1771	
Pea Ridge Elementary School	4775 School Lane	Pace, FL 32571	Dana Fleming	850-995-3680	96	117	139	119	132	135								738	
SAIL Program	6751 Berryhill Street	Milton, FL 32570	Karen Burch	850-983-5150							1	2	3	5	5	10	10	36	
SS Dixon Intermediate School	5540 Education Drive	Pace, FL 32571	Linda Gooch	850-995-3650				248	274	243								765	

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).

SS Dixon Primary School	4560 Pace Patriot Blvd	Pace, FL 32571	Nancy Haupt	850-995-3660	200	238	248											686
Thomas Sims Middle School	5500 Education Drive	Pace, FL 32571	Emily Donalson	850-995-3676							296	295	295					886
W.H. Rhodes Elementary School	5563 Byrom Street	Milton, FL 32570	Michele Barlow	850-983-5670	121	138	134	144	146	118								801
West Navarre Intermediate School	1970 Cotton Bay Lane	Navarre, FL 32566	Shana Dorsey	850-936-6060				284	293	300								877
West Navarre Primary School	1955 Lowe Road	Navarre, FL 32566	BJ Price	850-936-6000	226	256	310											792
Woodlawn Beach Middle School	1500 Woodlawn Way	Gulf Breeze, FL 32563	Victor Lowrimore	850-934-4010							336	321	344					1001
TOTAL BY GRADE					1647	1795	1921	1929	1942	1879	1985	1927	2011	1989	2006	1837	1688	24556