



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
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Jeff Stumbo, Chair - District 3
Linda Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson - District 5

Consent Agenda Item (Action Item): Consider the purchase of Discovery Progress Zone and Predictive Assessments for all students in Grades K-10 at each school.

Applicable Statute or Regulation: Board Policy 01.11 General Powers and Duties of the Board

Fiscal/Budgetary Impact: The approximate total cost is approximately \$45,000.00 for all students in Grades K-10. The funding will come from Rural Ed.

History/Background: The Discovery assessment is an assessment program that Floyd County has used in the past to assess students in K-10th Grade. These scores have be used to determine what students know and what they need to learn.

Recommended Action: Approve the purchase of Discovery assessment for Grades K-10 for each school in the district.

Contact Person(s): Tonya Goodman

Principal

Tonya Goodman

Director

Superintendent

Date: June 3, 2016

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.



ASSESSMENT

**Assessment Services Contract ("Contract")
made as of 06/09/2016 between Discovery Education Assessment, LLC ("Discovery") and
FLOYD CO SCHOOL DISTRICT, KY ("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 07/01/2016 through and including 06/30/2017.
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			
14	Discovery Education Benchmark Package w/Progress Zone	\$8.00	5,682	\$45,456.00
Total				\$45,456.00

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).



ASSESSMENT

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.

FLOYD CO SCHOOL DISTRICT

DISCOVERY EDUCATION ASSESSMENT, LLC.

By: _____
(Signature Required)

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Ref. No. O6UJ9C0025ZX

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	
Adams Middle School	2520 S. Lake Drive	Prestonsburg, KY 41653	Tommy Poe	tommy.poe@floyd.kyschools.us 606-886-2671							113	116	111					340
Allen Central High School	P.O. Box 139	Eastern, KY 41622	Larry Begley	larry.begley@floyd.kyschools.us 606-358-9543										91	92	95	104	382
Allen Central Middle School	P.O. Box 193	Eastern, KY 41622	Wes Halbert	wes.halbert@floyd.kyschools.us 606-358-0110							109	103	106					318
Allen Elementary School	112 Eagle Lane	Allen, KY 41601	Rachel Crider	rachel.crider@floyd.kyschools.us 606-874-2165	56	39	60	55	41	53	49	50	39					442
Betsy Layne Elementary School	P.O. Box 128	Betsy Layne, KY 41605	John Kidd	john.kidd@floyd.kyschools.us 606-478-9751	98	74	72	82	70	62	60	47	65					630
Betsy Layne High School	P.O. Box 437	Stanville, KY 41659	Cassandra Akers	cassandra.akers@floyd.kyschools.us 606-478-9138										118	115	77	82	392
Duff Elementary School	P.O. Box 129	Eastern, KY 41622	Belinda Martin	belinda.martin@floyd.kyschools.us 606-358-9420	61	30	44	48	53	47								283
May Valley Elementary School	481 Stephens Branch Rd.	Martin, KY 41649	Greta Thomsberry	greta.thomsberry@floyd.kyschools.us 606-285-0883	82	75	48	57	54	65								381
McDowell Elementary School	P.O. Box 282	McDowell, KY 41647	Rady Martin	rady.martin@floyd.kyschools.us 606-377-6640	35	53	43	33	42	36								242
Osborne Elementary School	43 Osborne Branch	Bevinsville, KY 41606	Denise Isaac	denise.isaac@floyd.kyschools.us 606-452-2131	58	48	41	43	45	39								274
Prestonsburg Elementary School	140 Clark Drive	Prestonsburg, KY 41653	Brent Rose	brent.rose@floyd.kyschools.us 606-886-3891	108	136	119	138	97	121								719
Prestonsburg High School	825 Blackcat Blvd.	Prestonsburg, KY 41653	Jerry Butcher	jerry.butcher@floyd.kyschools.us 606-886-2252										138	131	114	91	474
South Floyd School	299 Mt. Raider Dr.	Hill Hall, KY 41636	Stacy Shannon	stacy.shannon@floyd.kyschools.us 606-452-9600							74	77	85	68	74	58	56	492
Stumbo Elementary School	6945 Ky. Rt. 979	Grethel, KY 41631	Donna Robinson	donna.robinson@floyd.kyschools.us 606-587-2212	46	48	36	32	33	26	37	28	27					313
TOTAL BY GRADE					544	603	463	488	435	449	442	421	433	416	412	344	333	5682