

## FLOYD COUNTY BOARD OF EDUCATION Anna Whitaker Shepherd, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1 William Newsome, Jr., Vice-Chair - District 3 Dr. Chandra Varia, Member- District 2 Keith Smallwood, Member - District 4 Steve Slone, Member - District 5

<u>Consent Agenda Item (Action Item)</u>: Consider and approve renewal of District purchase of MAP (NWEA) Assessment programs: MAP Science, MAP Growth K-12 and MAP Accelerator for the 2023-2024 school year.

<u>Applicable State or Regulations</u>: Board policy states that only the board of education can purchase district wide programs and enter into contracts.

<u>Fiscal/Budgetary Impact</u>: Funding Source Title l. The total district cost for these programs is \$63,306.25.

<u>History/Background:</u> The District utilizes MAP (NWEA) Assessments each year to provide students with benchmark assessments. These assessments and also provided Data Reports provide individual student data around mastery of academic grade level standards. This data is utilized by teachers, administrators and the District Instructional Team to design effective individualized instruction to meet each student diverse learning needs.

**Recommended Action:** Consider and approve District purchase of NWEA MAP Assessment programs: MAP Science, MAP Growth K-12 and MAP Accelerator for the 2023-2024 school year.

Contact Person(s): Serena Anderson

Superintendent

Superintendent

Date:



## Schedule A

## SALES ORDER

Company Address:

121 NW Everett Street

Created Date:

04/05/2023

Portland, OR 97209

Quote Number:

00072597

Start Date:

08/01/2023

Agency Code:

9644

End Date:

07/31/2024

Contact Name:

Anna Shepherd

Prepared By: Phone:

Tiffany Arce

Phone:

(606)886-2354

Email:

tiffany.arce@nwea.org

Email:

anna.shepherd@floyd.kyschools.

Bill To Name:

Floyd County (KY)

Ship To Name:

Floyd County (KY)

Bill To Address:

442 KY Route 550

Ship To Address:

442 KY Route 550

Eastern, KY 41622

Eastern, KY 41622

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Science (Add-On)	\$2.50	\$2.50	3,214	\$8,035.00	-\$0.00
MAP Growth K-12	\$14.50	\$13.50	3,990	\$53,865.00	-\$3,990.00
MAP Accelerator	\$11.25	\$11.25	125	\$1,406.25	-\$0.00

Quote Discount -\$3,990.00

**Quote Subtotal** \$63,306.25 **Estimated Tax** \$0.00 **Grand Total** \$63,306.25

Employer ID#: 93-0686108

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## **Terms and Conditions**

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the "Agreement") for the Products and Services listed above. By signing this Schedule A, you agree you have read, understand, and agree to the terms of the Agreement.

MAP Accelerator. This Schedule A is subject to supplemental terms and conditions located at https://legal.nwea.org/mapaccelerator-supplemental-terms-and-conditions.html, which are hereby incorporated by reference. Some of these supplemental terms and conditions (the 'MAP Accelerator Terms') modify NWEA's standard Terms as applied to the MAP Accelerator Service listed herein (the 'Service').

The Service is provided by Khan Academy, Inc., a California 501(c)(3) organization ('Khan'), through Khan's website located at http://khanacademy.org and related application programming interfaces (API's), mobile applications, and online services ('Website').

Each student, teacher, leader, aide, or other similar personnel enrolled in the Service will be registered with an individual user account on the Khan Academy Website, use of which is governed exclusively by the Khan Academy Website Terms of Service (https://www.khanacademy.org/about/tos) and Privacy Policy (https://www.khanacademy.org/about/privacy-policy), as further described in the MAP Accelerator Terms. These accounts will enable users to access all of Khan Academy's standard features and will remain in effect following the end of the Subscription term.

Subscriber hereby grants permission for NWEA to disclose to Khan data related to the use of MAP Accelerator, including, but not limited to, Student Education Records and Demographic Data, for Khan's use in connection with the Service and in Khan Website accounts established (or Linked) in connection therewith, as further provided in the MAP Accelerator Terms. Subscriber further grants permission for NWEA to disclose to Khan the contract terms agreed and proposed to be agreed between Subscriber and NWEA with respect to the Service and the Terms applicable to the MAP assessment to which the Service relates.



Rostering and account provisioning support will be provided through Clever Inc.'s SecureSync service. Subscriber acknowledges that use of MAP Accelerator is contingent upon Subscriber rostering through Clever. Subscriber's use of Clever is subject to the terms and conditions of the agreement between Subscriber and Clever and NWEA and Khan Academy assume no liability for claims or damages resulting from Subscriber's use of Clever. Subscriber confirms instruction to roster students based on the data provided to NWEA and Khan Academy, respectively, via Clever SecureSync and hereby grants permission for NWEA and Khan Academy to share information via Clever for account administration purposes.

**General.** Product and Onsite/Virtual Services-specific terms are located at: http://leqal.nwea.org/msa\_supplemental\_terms.pdf.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.

Signature		
Signature:	Printed Name:	
Date:	Title	

Employer ID#: 93-0686108

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