

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN NWEA AND
JEFFERSON COUNTY BOARD OF EDUCATION**

THIS SECOND AMENDMENT TO THE AGREEMENT BETWEEN NWEA AND JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and NWEA (hereinafter "Contractor") with its principal place of business located at 121 NW Everett Street, Portland, Oregon 97209.

WHEREAS, The Parties have entered into a Data Privacy Agreement between JCPS and Contractor effective July 1, 2022 (the "Agreement"); and

WHEREAS, the product pricing for the 24-25 FY has been established and agreed upon;

THEREFORE, the Parties wish to amend the compensation section to account for current pricing increases.

This Amendment hereby amends The Exhibit A Compensation *Paragraph to add: Total payments under this DPA shall not exceed \$2,264,630.00 from July 1, 2023 – June 30 2024. No pre-printed terms and conditions of any JCPS or Board ordering documents are binding upon Provider for the Services.*

Funding breakdown:

MAP Growth - funding from General Fund. Cost to be \$1,012,500.00 in FY 2024 with pricing for FY 2025 to be determined later.

Professional Learning - funding from General Fund. Cost to be \$1,252,130.00 in FY 2024 with pricing for FY 2025 to be determined later.

MAP Reading Fluency- funding from individual school budgets. Cost to be set forth in invoices issued based on individual school orders.

All other provisions of the Agreement shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of May 29, 2024.

Jefferson County Public Schools:

By: _____

Dr. Martin A. Pollio
Superintendent

Date: _____

NWEA

DocuSigned by:
By: Shawn Weirather
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Shawn Weirather
Sr. Director, Proposals

Date: May 8, 2024 | 2:20 PM EDT
