

**THIRD AMENDMENT TO THE DATA PRIVACY AGREEMENT BETWEEN NWEA, formerly NORTHWEST EDUCATION ASSOCIATION AND JEFFERSON COUNTY BOARD OF EDUCATION**

THIS THIRD AMENDMENT TO THE CONTRACT BETWEEN NWEA, FORMERLY NORTHWEST EDUCATION ASSOCIATION, LLC, 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 Otus, LLC (hereinafter "Provider") with its principal place of business located at 121 NW Everett Street, Portland, OR 97209.

WHEREAS, The Parties have entered into a Data Privacy Agreement for the procurement of educational or digital services to the Board effective June 28, 2022 (the "Agreement"); and

WHEREAS, The Parties wish to alter the scope of services to provide for access and professional learning in the 24-25 school year.

WHEREAS, This increase in services requires a change to the compensation account codes and funding caps;

THEREFORE, the Parties wish to amend the DPA to alter Exhibit A of the agreement between NWEA and JCPS Board of Education.

This Amendment hereby amends Exhibit A: Description of services to add the following services:

Growth Report + 1 hr Virtual Consulting  
Instructional Report + 2 hr Virtual Consulting  
MAP Growth K-12  
MAP Reading Fluency Add on for bundle price (includes English & Spanish)  
Virtual 2 hour sessions, up to 30 participants, MG-Applying Reports: Essential Reports for Leaders

This amendment hereby amends the compensation paragraph of Exhibit A to add the following: For fiscal year 25, payments under this DPA by JCPS Academics shall not exceed \$1,296,500.00. Individual schools may purchase services as well. Purchases by schools shall not exceed list pricing.

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 July 24, 2024.

**Jefferson County Public Schools:**

By \_\_\_\_\_  
Dr. Martin A. Pollio  
Superintendent

DocuSigned by:  
By Lisa Jacobson  
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Lisa Jacobson  
Sr. Director Bids & Contacts

Date:  
\_\_\_\_\_

Date:  
6/27/2024  
\_\_\_\_\_



## JEFFERSON COUNTY BOARD OF EDUCATION

May 28, 2024, Regular Business Meeting

Agenda Item: **XI.V.19. Recommendation for Approval of Amendment to the Data Privacy Agreement with NWEA**

Recommendation: Superintendent Martin Pollio recommends the Board of Education approve the attached amendment to the Data Privacy Agreement with NWEA and authorize the superintendent to sign the same.

Rationale: This amendment reflects the increase in costs to continue this valuable service. This Amendment is in addition to, and does not replace, the data privacy agreement, all terms and provisions of which remain in full force and effect except as specifically provided herein.

The purpose of this agreement is to delineate the operational guidelines for sharing data and define the respective roles and responsibilities of each party. Data sharing will begin upon acceptance of this agreement. All procedures and processes will be FERPA compliant. Period, scope, and protections are also outlined in the attached agreement. This agreement supports *Vision 2020* Goal 1.1.7.

Submitted by: Dr. Terra Greenwell

Attachment

AMH 05-02-2024

**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.*

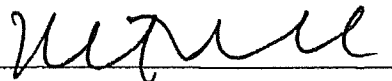
*MAP Reading Fluency- funding from individual school budgets. Cost to be set forth in invoices issued based on individual school orders.*

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.

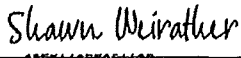
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of May 29, 2024.

**Jefferson County Public Schools:**

By:   
Dr. Martin A. Pollio  
Superintendent

Date: 5/29/24

**NWEA**

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

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