

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – June 16, 2020

DEPARTMENT/SCHOOL INITIATED AGREEMENT

19-867-A-WH-A1 - NWEA

<input type="checkbox"/> (BW) Bids Waived	<input type="checkbox"/> (CA) Consultant Agreement	<input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Secondary Leading & Learning

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Amendment

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
NWEA	\$139,300.00	MAP Growth Single Student Licenses and Associated Professional Development
Total	\$139,300.00	

<input type="checkbox"/> Contract Renewal	New Contract Amount	\$139,300.00
<input checked="" type="checkbox"/> Recurring Contract	Previous Contract Amount	\$128,800.00
<input type="checkbox"/> New Contract	Variance	\$10,500.00

PRICE INCREASE / DECREASE EXPLANATION: The initial agreement included three professional learning daylong workshops at no cost. This renewal includes professional learning at the standard pricing.

DISCUSSION:

MAP Growth is a progress-monitoring tool offered by NWEA, a not-for-profit organization. The NWEA MAP Growth tool measures what students know and informs what they're ready to learn next. It's adaptive and adjusts to each student's responses to accurately measure performance. MAP Growth Reports provide insight into student knowledge and potential learning gaps.

The standard agreement amendment template has been used, which does not require legal review.

CONTRACT TERM:

The contract renewal term shall commence July 1, 2020 and continue until June 30, 2021.

RECOMMENDATION:

It is the recommendation of Dr. Stephanie Soliven, Assist Superintendent of Secondary Leading & Learning to approve the attached agreement with NWEA. in the amount of \$139,300.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012(11)(b)



Agreement #: 19-867-A-WH-A1

Approval Date: _____

**Amendment 1
To Agreement Between
The School Board of Brevard County, Florida
and
NWEA
MAP Growth and Related Services
Agreement # 19-867-A-WH**

THIS AMENDMENT (hereinafter referred to as "Amendment") to the agreement identified above (referred to as the "Agreement") by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "BPS") and NWEA whose business address is 121 NW Everett Street, Portland, Oregon 97209, (hereinafter referred to as "Contractor"), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to modify the Term through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Renew the agreement for one (1) year with a term of July 1, 2020 through June 30, 2021 at the same terms as the original agreement signed by both parties 6/25/19, as describe in the attached Schedule A - Sales Order.
2. The above recitals are true and correct and are hereby incorporated by reference.
3. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Amendment and Contractor has made and executed this Amendment on the day and year below written.

NWEA

By: DocuSigned by:
Geri Cohen Date: 5/5/2020
9EE11D7374704BD...

Authorized Representative Signature

Print Name: Geri Cohen

Title: CFO

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement Department.
New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: John Barbato
Email Address: john.barbato@nwea.org
Phone Number: 813-507-0028



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 07/01/2020
License End Date: 06/30/2021

Created Date: 03/17/2020
Quote Number: 00028714
Partner ID: 17809

Prepared By: John Barbato
Phone:
Email: john.barbato@nwea.org

Contact Name: Theresa Barnewall
Phone: (321) 633-1000 , ext.11327
Email: barnewall.theresa@brevardschools.org

Bill To Name: Brevard Public Schools
Bill To Address: 2700 Judge Fran Jamieson
Way
Viera, FL 32940

Ship To Name: Brevard Public Schools
Ship To Address: 2700 Judge Fran Jamieson Way
Viera, FL 32940

Product	Sales Price	Quantity	Total Price
MAP Growth Single Subject	\$7.00	18,400	\$128,800.00
Professional Learning Workshop (full-day)	\$3,500.00	3	\$10,500.00
Growth Report +1hr Virtual Consulting	\$0.00	1	\$0.00

Quote Subtotal \$139,300.00
Estimated Tax \$0.00
Grand Total \$139,300.00

Notes

Schedule A Sales Order reflects special pricing for Brevard County Schools. Single-subject licenses are for Math, grades 6+ including course-specific (HS) math assessments. Technical Services/ Support is included at no additional charge.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions contained in the custom agreement between the parties signed 6/25/19. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

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 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.



Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____