

QUOTE/ORDER AGREEMENT

1184 Clements Ferry Rd, Suite G Charleston, SC 29492

Phone: (843) 579-2520 Fax: (843) 849-2951 **VALID UNTIL:** 10-15-2018 **Quote Number:** Q-005202

Quote Name: Trigg Co KY - BA (3-8) CCRA - 18-19 - 09/21/2018

09:47

Business Partner: LEARNING PARTNERS, LLC

Roger Choate ~ roger@yourlearningpartners.com ~ (270) 210-8907 475 Calvert Drive, Paducah, KY 42003

Customer:	Trigg Co School District		
Address:	202 Main St, Cadiz, KY 42211		
Contact Name:	Beth Sumner	Title:	Supervisor of Instruction
E-mail:	beth.sumner@trigg.kyschools.us	Phone:	(270) 522-6075

PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
950	Students	BA-PP	Paper-Pencil Benchmarks	TE21 Base Pricing	\$1.00	\$950.00
475	Students	Natl-ElemBA	CASE Benchmark Assessments - Elementary School	District Pricing - Full Pkg	\$10.00	\$4,750.00
475	Students	Natl-MiddBA	CASE Benchmark Assessments - Middle School	District Pricing - Full Pkg	\$10.00	\$4,750.00
320	Students	CCRA	CASE College and Career READY Assessment	TE21 Base Pricing	\$10.00	\$3,200.00
1	Package	PD-Level I	Data Review Session Onsite Session	TE21 Onsite Partial Day	\$1,500.00	\$1,500.00
					Total:	\$15,150.00

This Order Agreement is governed by the Master Terms and Conditions located at https://www.te21.com/terms, which are hereby incorporated by reference (this Quote/Order Agreement and such Master Terms and Conditions, collectively, the "Agreement"). In the event of any conflict between any provisions of the Master Terms and Conditions and this Order Agreement, the provisions of this Order Agreement shall control to the extent of the conflict.

Additional details of your order follow.



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Elementary Assessment Order Detail						
Subject Ordered? # of Tests per Year Online? Grade Level						
ELA	Yes	3	No	3-5		
Math	Yes	3	No	3-5		
Science	No					
SS	No					

Middle Assessment Order Detail						
Subject Ordered? # of Tests per Year Online? Grade Level						
ELA	Yes	3	No	6-8		
Math	Yes	3	No	6-8		
Science	No					
SS	No					

High School Assessment Order Detail					
Subject	Ordered?	# of Tests per Year - Traditional	# of Tests per Semester - Block	Online?	
Standard Package –					
All Subjects	No				
Standard English					
Standard Math					
Standard Science					
Standard History					
Exceptions or Notes		<u>.</u>			

Additional Assessment Details						
Assessment Package Op 1: 1st BA, 2nd BA, & Final Comp						
	College and Career Ready Assessments					
Grades to Test 9-10 # of Students 320			320			
	CASE Item Bank Subscription					
Grades to Access		# of Students				
Subscription Start Date	09-01-2018	Subscription End Date	08-31-2019			
New Subscription Notes						
	Online Delivery Platform Vendor					
CASE It	em Bank	Assessments				
Special Instructions						

This quote is for benchmark assessments for grades 3-8 delivered via paper/pencil and CCRA for grades 9-10 (one administration for each grade).

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ASSESSMENT ORDERS:

For Paper/Pencil Assessment Delivery - Pre-coded answer documents and scanning provided for each benchmark; UPS Shipping Labels are provided for return of answer documents; School/District responsible for copying benchmarks. For Online Assessment Delivery - Enrollment and access information will be provided separately. Changes to delivery options on assessment orders within one month of scheduled test delivery may be subject to additional charges.

PRICING, TERM AND EXPIRATION: This Order is for the school year over which the purchased assessments referenced above are delivered. For CASE Item Bank, this Order is for a 12 month subscription term as detailed in the above order details. The details of this Quote/Order Agreement, including those related to pricing, are valid if executed by Customer on or before **10-15-2018**.

PAYMENT TERMS: Pricing above reflects current Customer student enrollment. If actual Customer student enrollment is greater than 10% of the above enrollment, Customer agrees to pay for any increase in student enrollment at the time invoiced. All payment obligations are non-cancelable and all amounts paid are nonrefundable. TE21 shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due in accordance with invoicing terms, unless otherwise specified below.

Special Payment Terms:

PROFESSIONAL SERVICES: Professional development ("PD") will be performed by TE21 in accordance with its published descriptions at a mutually-convenient time. TE21 will not have any obligation to perform any PD that is not scheduled within 12 months of the Effective Date.

CASE ASSESSMENTS: CASE Assessments are the property of TE21, Inc. CASE Assessments delivered via paper/pencil format or online through any delivery platform are intended for use with students registered in your classroom this school year. Your right to use of this document is limited to its delivery in whole to your students as a formative assessment, and for review and instructional purposes for those registered students within your classroom in the year of assessment delivery. CASE Assessments cannot be shared, duplicated, modified, uploaded to a community site or database, publically displayed or reproduced in part or in whole without written permission of TE21.

CASE ITEM BANK LICENSE: CASE Item Bank and all items are the property of TE21. TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to registered students during subscription. CASE Item Bank shall be limited to use in Customer's classrooms and shall not include any right to reproduce questions from CASE Item Bank, distribute copies of the questions, export questions for inclusion in any other delivery platforms or electronic storage devices, upload any question to any platform partner "community boards", prepare derivative works of the questions, or publicly display the questions outside Customer's classrooms.

The parties acknowledge that they've read and understood the TE21 Master Terms and Conditions located at https://www.TE21.com/terms and have executed this Agreement as of the last date signed (the "Effective Date").

FE21, Inc.		Customer: Trigg Co School District Quote: Q-005202	
Ву:	-8	By (Authorized):	
Name:	Lou Ann Little	Name:	
Title:	Chief Financial Officer	Title:	
Date:	9/21/2018	Date:	

Please provide or confirm the Main Contacts. Update as necessary. If correct, confirm by checking here: []

Role	Name	riue	Ellidii	Pilolie
Main Contact	Beth Sumner Supervisor of Instruction beth.sumner@trigg.kyschools.us		(270) 522-6075	
Benchmarks				
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Main Contact	Beth Sumner	Supervisor of Instruction	beth.sumner@trigg.kyschools.us	(270) 522-6075
Item Bank				