



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

To: Jesse Bacon, Superintendent 

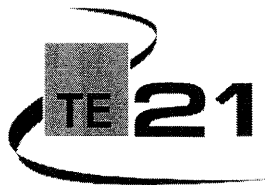
From: Adrienne Usher, Assistant Superintendent for Student Learning 

Date: October 17, 2018

Re: TE21, Inc. (Learning Partners, LLC) Order Agreement

Attached you will find an order agreement between Bullitt County Public Schools and TE21, Inc which is a partner of Learning Partners, LLC. TE21, Inc. is an education company that offers CASE Benchmark Assessments aligned to College and Career Ready Standards/Common Core State Standards (CCSS), CASE Item Bank with over 70,000 high-quality standard-based items, intervention solutions, professional development, and a slate of other education improvement efforts for school and districts. We are contracting with TE21 to provide standards-based benchmark assessments at our two schools identified as CSI, Shepherdsville Elementary and Bullitt Lick Middle School. These assessments will be administered twice throughout the remainder of the 2018-2019 school year to all students in each school.

The purpose of this assessment implementation is to pilot working on an improved comprehensive assessment system across the district. These assessments are created to match the exact depth and rigor of the Kentucky Academic Standards in reading and math. In addition, teachers at these two schools will have access to an assessment item bank which will be used for formative and summative assessments. Professional learning is also embedded into the agreement to assist teachers with understanding and effective implementation of the assessments and analysis of data. This contract also supports our current work utilizing the AdvancED Standards for Schools as a framework to facilitate improvement of our instructional processes and assessments systems for improved student success. The total cost of the order agreement is \$15,799 which includes the item bank, professional learning, paper/pencil assessments administered twice, and online access for both schools. The funding source is carryover Title 1 funds. This order agreement has been reviewed by Eric Farris of Buckman & Farris. Board approval is requested for the order agreement between BCPS and TE21, Inc.



TE21, Inc.

1184 Clements Ferry Rd, Suite G
Charleston, SC 29492
Phone: (843) 579-2520
Fax: (843) 849-2951

Business Partner: LEARNING PARTNERS, LLC

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

QUOTE/ORDER AGREEMENT

VALID UNTIL: 10-31-2018

Quote Number: Q-005264

Quote Name: Bullitt TN - Shepherdsville ES - BA IB - 18-19 -
10/09/2018 16:52

| | | | |
|----------------------|--|---------------|--------------------------|
| Customer: | Shepherdsville Elementary Sch | | |
| Address: | 527 W Blue Lick Rd, Shepherdsville, KY 40165 | | |
| Contact Name: | Adrienne Usher | Title: | Assistant Superintendent |
| E-mail: | adrienne.usher@bullitt.kyschools.us | Phone: | (502) 869-7000 |

PRODUCTS/SERVICES ORDERED:

| QTY | UNITS | PRODUCT | DESCRIPTION | PRICE LEVEL | SALES PRICE | TOTAL PRICE |
|-----|----------|----------------|---|---------------------------|---------------|-------------------|
| 496 | Students | BA Online TE21 | Online Student Access - TE21 enCASE Platform | TE21 Base Pricing | \$3.00 | \$1,488.00 |
| 496 | Students | CASE-IB TE21 | CASE Item Bank | CASE IB Content | \$2.00 | \$992.00 |
| 496 | Students | BA-PP | Paper-Pencil Benchmarks | TE21 Base Pricing | \$1.00 | \$496.00 |
| 496 | Students | KY-ElemBA | CASE Benchmark Assessments - KY Elementary School | School Pricing - Two BA | \$7.00 | \$3,472.00 |
| 1 | Package | PD-ENCASE | Professional Development for TE21 enCASE Platform | TE21 Pre-recorded Webinar | \$0.00 | \$0.00 |
| 1 | Package | PD-Level I | Data Review Session Onsite Session | Custom Pricing | \$1,250.00 | \$1,250.00 |
| | | | | | Total: | \$7,698.00 |

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.



QUOTE/ORDER AGREEMENT

| Elementary Assessment Order Detail | | | | |
|------------------------------------|----------|---------------------|---------|-------------|
| Subject | Ordered? | # of Tests per Year | Online? | Grade Level |
| ELA | Yes | 2 | No | K-5 |
| Math | Yes | 2 | No | K-5 |
| Science | No | | | |
| SS | No | | | |

| Middle Assessment Order Detail | | | | |
|--------------------------------|----------|---------------------|---------|-------------|
| Subject | Ordered? | # of Tests per Year | Online? | Grade Level |
| ELA | | | | |
| Math | | | | |
| Science | | | | |
| SS | | | | |

| High School Assessment Order Detail | | | | |
|-------------------------------------|----------|-----------------------------------|---------------------------------|---------|
| Subject | Ordered? | # of Tests per Year - Traditional | # of Tests per Semester - Block | Online? |
| Standard Package – All Subjects | | | | |
| Standard English | | | | |
| Standard Math | | | | |
| Standard Science | | | | |
| Standard History | | | | |
| Exceptions or Notes | | | | |

| Additional Assessment Details | | | |
|--|---|-----------------------|------------|
| Assessment Package | Option 5 (2BA): One Paced BA & Final Comp | | |
| College and Career Ready Assessments | | | |
| Grades to Test | | # of Students | |
| CASE Item Bank Subscription | | | |
| Grades to Access | K-5 | # of Students | 496 |
| Subscription Start Date | 11-15-2018 | Subscription End Date | 11-14-2019 |
| New Subscription Notes | New subscription term estimated; actual start date to be determined upon receipt of customer PO and account set up. | | |
| Online Delivery Platform Vendor | | | |
| CASE Item Bank | | Assessments | |
| TE21 enCASE | | | |
| Special Instructions | | | |
| This quote is for 2 assessments, delivered via paper/pencil, and item bank, delivered via enCASE platform, for grades K-5. A full day of onsite data review training is being split between Shepherdsville ES and Bullitt Lick MS, to be scheduled on the same day for both schools. | | | |



QUOTE/ORDER AGREEMENT

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 **10-31-2018**.

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, publicly 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").

TE21, Inc.

Customer: Shepherdsville Elementary Sch
Quote: Q-005264

By:

By (Authorized):

Name:

Lou Ann Little

Name:

Adrienne Usher

Title:

Chief Financial Officer

Title:

Assistant Superintendent

Date:

10/9/2018

Date:

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

| Role | Name | Title | Email | Phone |
|-------------------------|----------------|--------------------------|-------------------------------------|----------------|
| Main Contact Benchmarks | Adrienne Usher | Assistant Superintendent | adrienne.usher@bullitt.kyschools.us | (502) 869-7000 |
| Main Contact Item Bank | Adrienne Usher | Assistant Superintendent | adrienne.usher@bullitt.kyschools.us | (502) 869-7000 |



TE21, Inc.

1184 Clements Ferry Rd, Suite G
Charleston, SC 29492
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Fax: (843) 849-2951

Business Partner: LEARNING PARTNERS, LLC

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

QUOTE/ORDER AGREEMENT

VALID UNTIL: 10-31-2018

Quote Number: Q-005265

Quote Name: Bullitt TN - Bullitt Lick MS - BA IB - 18-19 -
10/09/2018 16:55

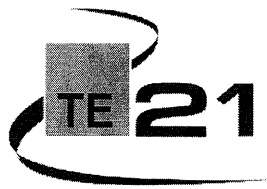
| | | | |
|----------------------|--|---------------|--------------------------|
| Customer: | Bullitt Lick Middle School | | |
| Address: | 555 W Blue Lick Rd, Shepherdsville, KY 40165 | | |
| Contact Name: | Adrienne Usher | Title: | Assistant Superintendent |
| E-mail: | adrienne.usher@bullitt.kyschools.us | Phone: | (502) 543-6806 |

PRODUCTS/SERVICES ORDERED:

| QTY | UNITS | PRODUCT | DESCRIPTION | PRICE LEVEL | SALES PRICE | TOTAL PRICE |
|-----|----------|----------------|---|---------------------------|---------------|-------------------|
| 527 | Students | BA Online TE21 | Online Student Access - TE21 enCASE Platform | TE21 Base Pricing | \$3.00 | \$1,581.00 |
| 527 | Students | CASE-IB TE21 | CASE Item Bank | CASE IB Content | \$2.00 | \$1,054.00 |
| 527 | Students | BA-PP | Paper-Pencil Benchmarks | TE21 Base Pricing | \$1.00 | \$527.00 |
| 527 | Students | KY-MiddBA | CASE Benchmark Assessments - KY Middle School | School Pricing - Two BA | \$7.00 | \$3,689.00 |
| 1 | Package | PD-ENCASE | Professional Development for TE21 enCASE Platform | TE21 Pre-recorded Webinar | \$0.00 | \$0.00 |
| 1 | Package | PD-Level I | Data Review Session Onsite Session | Custom Pricing | \$1,250.00 | \$1,250.00 |
| | | | | | Total: | \$8,101.00 |

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.



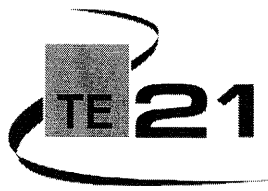
QUOTE/ORDER AGREEMENT

| Elementary Assessment Order Detail | | | | |
|------------------------------------|----------|---------------------|---------|-------------|
| Subject | Ordered? | # of Tests per Year | Online? | Grade Level |
| ELA | | | | |
| Math | | | | |
| Science | | | | |
| SS | | | | |

| Middle Assessment Order Detail | | | | |
|--------------------------------|----------|---------------------|---------|-------------|
| Subject | Ordered? | # of Tests per Year | Online? | Grade Level |
| ELA | Yes | 2 | No | 6-8 |
| Math | Yes | 2 | 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 | | | | |
| Standard English | | | | |
| Standard Math | | | | |
| Standard Science | | | | |
| Standard History | | | | |
| Exceptions or Notes | | | | |

| Additional Assessment Details | | | |
|--|---|-----------------------|------------|
| Assessment Package | Option 5 (2BA): One Paced BA & Final Comp | | |
| College and Career Ready Assessments | | | |
| Grades to Test | | # of Students | |
| CASE Item Bank Subscription | | | |
| Grades to Access | 6-8 | # of Students | 527 |
| Subscription Start Date | 11-15-2018 | Subscription End Date | 11-14-2019 |
| New Subscription Notes | New subscription term estimated; actual start date to be determined upon receipt of customer PO and account set up. | | |
| Online Delivery Platform Vendor | | | |
| CASE Item Bank | | Assessments | |
| TE21 enCASE | | | |
| Special Instructions | | | |
| This quote is for 2 assessments, delivered via paper/pencil, and item bank, delivered via enCASE platform, for grades 6-8. A full day of onsite data review training is being split between Shepherdsville ES and Bullitt Lick MS, to be scheduled on the same day for both schools. | | | |



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TE21, Inc.

Customer: Bullitt Lick Middle School
Quote: Q-005265

By:

By (Authorized):

Name:

Lou Ann Little

Name:

Title:

Chief Financial Officer

Title:

Date:

10/9/2018

Date:

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

| Role | Name | Title | Email | Phone |
|-------------------------|----------------|--------------------------|-------------------------------------|----------------|
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| Main Contact Item Bank | Adrienne Usher | Assistant Superintendent | adrienne.usher@bullitt.kyschools.us | (502) 543-6806 |