

QUOTE/ORDER AGREEMENT

TE21, Inc.

1184 Clements Ferry Rd, Suite G Charleston, SC 29492

Phone: (843) 579-2520 Fax: (843) 849-2951

VALID UNTIL: 11-15-2018 Quote Number: Q-005317

Quote Name: Boone KY - Florence ES - BA IB - 18-19 - 10/24/2018

14:03

Business Partner: LEARNING PARTNERS, LLC

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

Customer:	Florence Elementary School		
Address:	103 Center St, Florence, KY 41042		
Contact Name:	Tina Henderson	Title:	Administrative Assistant
E-mail:	tina.henderson@boone.kyschools.us	Phone:	(859) 282-2610

PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
538	Students	BA Online TE21	Online Student Access - TE21 enCASE Platform	TE21 Base Pricing	\$3.00	\$1,614.00
538	Students	CASE-IB TE21	CASE Item Bank	CASE IB Content	\$2.00	\$1,076.00
538	Students	BA-PP	Paper-Pencil Benchmarks	TE21 Base Pricing	\$1.00	\$538.00
538	Students	KY-ElemBA	CASE Benchmark Assessments - KY Elementary School	School Pricing - Two BA	\$7.00	\$3,766.00
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:	\$8,244.00

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	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					

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		1		

	Additional As	sessment Details	3.3.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2		
Assessment Package	Option 5 (2BA): One Paced BA & Final Comp				
	College and Caree	r Ready Assessments			
Grades to Test # of Students					
	CASE Item Ba	ank Subscription	:		
Grades to Access	K-5	# of Students	538		
Subscription Start Date	11-15-2018	Subscription End Date	11-14-2019		
New Subscription Notes	New subscription term esti- customer PO and account s	mated; actual start date to be deto et up.	ermined upon receipt of		
	Online Delivery	/ Platform Vendor			
CASE It	em Bank	Assessmer	nts		
TE21	enCASE				
east exist.	Special I	nstructions			

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 Florence ES and Hillard Collins ES, to be

scheduled on the same day for both schools.

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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 **11-15-2018**.

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").

TE21, Inc.		Customer: Florence Elementary School Quote: Q-005317		
Ву:	-	By (Authorized):		
Name:	Lou Ann Little	Name:	aubitson	
Title:	Chief Financial Officer	Title:	Asst Super	
Date:	10/24/2018	Date:	10.24.18	

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

Role	Name	Title	Email	Phone
Main Contact	Tina Henderson	Other	tina.henderson@boone.kyschools.us	(859) 282-2610
Benchmarks				
Main Contact	Tina Henderson	Other	tina.henderson@boone.kyschools.us	(859) 282-2610
item Bank				

