



# QUOTE/ORDER AGREEMENT

## TE21, Inc.

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

**VALID UNTIL:** 07-31-2020

**Quote Number:** Q-007285

**Quote Name:** Boone KY - IB (2-5) - 20-21 - 06/23/2020 14:47

## Business Partner: LEARNING PARTNERS, LLC

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

<b>Customer:</b>	<b>Boone Co School District</b>		
<b>Address:</b>	8330 US Highway 42, Florence, KY 41042		
<b>Contact Name:</b>	Jenny Watson	<b>Title:</b>	Asst Supt for Learning Support Services
<b>E-mail:</b>	jenny.watson@boone.kyschools.us	<b>Phone:</b>	(859) 282-3331
<b>Sales Rep Contact:</b>	Cindy Hollar • E-mail: cindyhollar@te21.com • Phone (843) 830-7364		

## PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
7,500	Students	BA Online MC	Online Student Access - MasteryConnect Platform	Custom Pricing	\$3.15	\$23,625.00
7,500	Students	CASE-IB-MC	CASE Item Bank - MasteryConnect Platform	Custom Pricing	\$0.00	\$0.00
7,500	Students	IB - Navigate MC	Annual Subscription for Navigate Item Bank	Custom Pricing	\$0.00	\$0.00
					<b>Total:</b>	<b>\$23,625.00</b>

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.

Online delivery orders, including CASE Item Bank, are also governed by the Master Terms and Conditions of our delivery platform partner, MasteryConnect, located at <https://www.masteryconnect.com/terms>.

**Additional details of your order follow.**

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				
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				

Additional Assessment Details			
Assessment Package			
Exceptions to Assessment Package			
College and Career Ready Assessments			
Grades to Test		# of Students	
CASE Item Bank Subscription			
Grades to Access	2-5	# of Students	7,500
Subscription Start Date	07-13-2020	Subscription End Date	07-12-2021
New Subscription Notes			
Online Delivery Platform Vendor			
CASE Item Bank		Assessments	
MasteryConnect			
Special Instructions			
This quote is for a pilot** of CASE+Navigate item bank, delivered via MasteryConnect platform (without GradeCam) for grade 2-5 students.  **Special platform pricing and item bank content pricing for 20-21			

## 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 **07-31-2020**.

**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 the MasteryConnect Master Terms and Conditions located at <https://www.masteryconnect.com/terms> and have executed this Agreement as of the last date signed (the "Effective Date").*

TE21, Inc.

Customer: Boone Co School District  
Quote: Q-007285

By:



By (Authorized):

Name:

Lou Ann Little

Name:

Title:

Sr. Director of Finance & Operations

Title:

Date:

6/23/2020

Date:

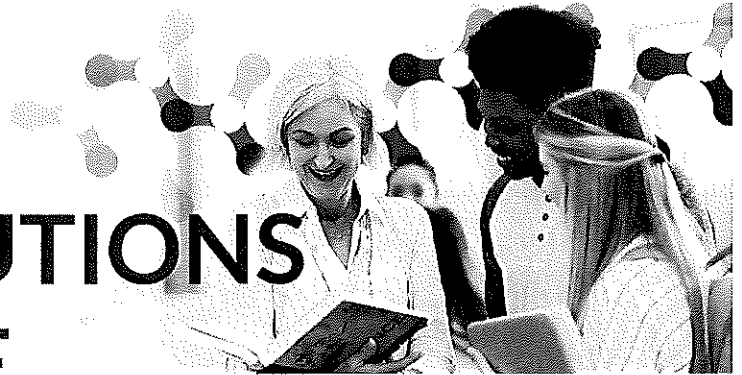
Please provide or confirm the Main Contacts. Update as necessary. If correct, confirm by checking here: [ ]

Role	Name	Title	Email	Phone
Main Contact Benchmarks	Jenny Watson	Other	jenny.watson@boone.kyschools.us	(859) 282-3331
Main Contact Item Bank	Jenny Watson	Other	jenny.watson@boone.kyschools.us	(859) 282-3331



## TERMS OF USE

# CERTICA SOLUTIONS TERMS OF USE



## TE21 Master Terms and Conditions

### 1. DEFINITIONS

1.1 "Agreement" has the meaning set forth in the Quote/Order Agreement form.

1.2 "Customer" is the party identified as the customer on the Quote/Order Agreement form.

1.3 "Effective Date" means the date of the last signature affixed to the Quote/Order Agreement form.

1.4 "Master Terms and Conditions" means these Master Terms and Conditions.



form as the start and end date for the CASE Item Bank.

1.7 "TE21" means TE21, Inc.

1.8 "TE21 Content" means questions, item bank items, benchmark assessments, either individual items or collectively compiled, or materials associated with such items including reading passages and graphics.

1.9 "Term" means the period starting on the Effective Date and running for the full term of the Subscription Term/period as specified in the Quote/Order Agreement form.

## 2. TE21 SUPPORT SERVICES

In connection with Customer's purchase of TE21 Content specified on the Quote/Order Agreement form, TE21 will provide support relative to the product content. TE21 will use commercially reasonable efforts to provide support for requests from the Customer's primary contact relative to assessments, items, or item bank content. Customer will designate one of its employees as the primary contact for submitting content-related support request.

Support Contact      1-877-628-3860 (toll free)  
Numbers:              1-919-226-0380

Support Hours:      8:00am – 5:00pm EST

After Hours           support@te21.com; response no later than following  
Support:              regular support hours

Support                Feedback is provided to person reporting the issue via  
Communication:      phone or email. Service tickets are created and  
monitored for timely completion.

### Escalation Process:

Support Issue	Resolution	Escalation Process
---------------	------------	--------------------



	2 hours via	Immediate escalation to tier-2
Content issues	tier-1	with 24 hour resolution time
Reporting & general user issues	2 hours via tier-1	Assigned to an engineer and tracked by support for timely resolution

### 3. PROFESSIONAL DEVELOPMENT SERVICES.

**3.1 Performance.** Professional development service offerings specified on the Quote/Order Agreement form (the "Professional Development") will be performed by TE21 in a manner substantially in accordance with its published descriptions for such Professional Development. The parties will agree upon a mutually-convenient time to schedule the Professional Development. All Professional Development must be scheduled for performance within twelve (12) months after the Effective Date, and TE21 will not have any obligation to perform any Professional Development that is not scheduled to be performed within such twelve (12) month period. All Professional Development will be deemed accepted upon completion of performance.

**3.2 Webinars.** For Professional Development that is designated as "virtual" in the applicable published descriptions, TE21 will provide such Professional Development remotely via webinar. Customer will be responsible for providing its own computers, web browser software, and internet connections sufficient to facilitate the receipt of such webinar.

**3.3 On-Site.** For Professional Development that is designated as "onsite" in their applicable published descriptions, TE21 will provide such Professional Development on-site at Customer's facility. No more than thirty (30) attendees of Customer may participate in each Professional Development session. Customer will be responsible for providing access to a suitable meeting site at its facility (including without limitation audiovisual equipment and network access).

### 4. CASE ITEM BANK LICENSE.



such will be specified on the Quote/Order Agreement form and the following license terms apply.

**4.1 Subscription:** TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to provide noncommercial access to and use of any or all of the items from CASE Item Bank (or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from CASE Item Bank) to students registered within the Customer's schools/districts for the sole purpose of performing formative assessments of those students during the period of the Subscription Term. Unless otherwise specified in the Subscription Term, such right shall last for one (1) year from the date of the Agreement. Customer's right to access and use 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.**

**4.2 No Ownership/Intellectual Property:** Customer acknowledges that it has no ownership claims in the CASE Item Bank, the questions contained therein, and all rights related thereto. The Customer acknowledges that TE21 retain all rights under copyright and all other intellectual property rights in and to CASE Item Bank, all TE21 Content included therein, all revisions, modifications, translations, or other adaptations or transformations of CASE Item Bank or TE21 Content, and other derivative works created there from (collectively the "Derivative Works"). Nothing in the Agreement shall give Customer any right, title, or interest in CASE Item Bank, the questions it contains, or any TE21 Content, other than the rights specifically granted in the "Subscription" paragraph above. Customer agrees that it will not make any claim of ownership of the CASE Item Bank formative assessment builder or any of the questions it contains.

**4.3 CASE Item Bank License Restrictions:** In addition to any restrictions set forth in the CASE Item Bank license grant above, Customer agrees not to: (a) modify, change,



distribute CASE Item Bank or any TE21 Content except as expressly allowed under the CASE Item Bank license terms and conditions set forth herein.

## 5. CASE BENCHMARK ASSESSMENTS

TE21 creates and develops benchmark assessment tests ("CASE Assessments") that simulate the summative end of year tests given by state educational entities in various states for testing students' knowledge in various academic subjects. Reporting and analysis of the results of the CASE Assessments is an integral element of the product.

**5.1 CASE Benchmark Assessments Restrictions:** CASE Assessments delivered via paper/pencil format or online through any delivery platform cannot be shared, duplicated, or reproduced in part or in whole without written permission of TE21. Use of CASE Assessments is limited to students registered within the Customer's schools/districts during the academic year in which the CASE Assessments are initially delivered for the sole purpose of delivering formative assessments to those students. Customer's right to access and use CASE Assessments in paper or electronic format shall be limited to use in Customer's classrooms and shall be limited to review and instructional purposes for those registered students within such classroom in the academic year of assessment delivery. **The Customer does NOT have any right to reproduce the tests in whole nor to dissect and reproduce any questions from the CASE Assessments individually; distribute copies of the assessments in whole or any individual questions from the assessment; prepare derivative works of the assessments or the questions individually; import or otherwise load the assessments in whole or any of the questions individually to any internal or external item bank or question data warehouse; upload any assessments in whole or questions individually to any platform partner "community boards"; or publicly display the assessments or questions outside Customer's classrooms.**

**5.2 No Ownership/Intellectual Property.** Customer acknowledges that it has no ownership claims in the CASE Assessments, the questions contained therein, and all rights related thereto. The Customer acknowledges that TE21 retains all rights under copyright and all other intellectual property rights in and to the CASE Assessments in





the questions it contains other than the rights specifically granted above

## 6. DATA

**6.1 FERPA.** The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, is a federal law that affords parents and students over the age of 18 the right to consent to the disclosure of student personally identifiable information ("student PII") from education records. TE21 and Customer desire to protect Customer student PII consistent with FERPA and other applicable privacy laws in carrying out all of their respective obligations under the Agreement.

(a) The Customer hereby acknowledges and agrees that TE21 is a "school official" (as defined by FERPA and in accordance with the Customer's internal policies and procedures) and has a "legitimate educational interest" (as defined by the Customer and in accordance with the Customer's internal policies and procedures) to receive student PII without parental consent.

(b) In accordance with the "school official" exception at 34 C.F.R. §99.31(a)(1)(i)(B), TE21 shall use student PII only for the purpose of providing the services specified herein, which may include sharing student PII with third parties that help TE21 provide such services, and shall not redisclose student PII except as authorized or required by law.

(c) Nothing in the Agreement shall be construed to limit TE21's use or retention during and after expiration or termination of the Agreement of education records or information from education records from which all personally identifiable information has been removed such that a student's identity may not reasonably be ascertained.

**6.2 Data Usage.** TE21 may use the information it obtains relating to Customer, including Customer's IP address, name, mailing address, and email address, for its internal business purposes and for purposes of communicating with Customers regarding TE21 products and services. TE21 will not disclose, sell, or otherwise distribute Customer's information to third parties.

## 7. TERMS AND TERMINATION.



month Subscription Term specified on the Quote/Order Agreement, unless otherwise specified or terminated as provided.

**7.2 Fees.** Customer shall pay TE21 the fees as set forth in the Quote/Order Agreement form which pricing and quantities reflect Customer's current student enrollment. If the Agreement is longer than 12 months, Customer agrees to pay for any increase in student enrollment for subsequent years.

**7.3 Payment Terms.** Payment is due in accordance with terms specified on invoice. All payments will be made in U.S. dollars and without any deductions for any reason. Any amounts due to TE21 under the Agreement not received by the date due as indicated on the invoice may be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. 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. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the Agreement,

**7.4 Termination.** Either party may terminate the Agreement effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within thirty (30) days after receiving written notice thereof from the other party. In addition, either party may terminate the Agreement upon written notice in the event the other party becomes insolvent, files for any form of bankruptcy, has bankruptcy proceedings filed against it that are not dismissed in such party's favor within sixty (60) days, makes any assignment for the benefit of creditors, or dissolves or ceases to conduct business. Notwithstanding the foregoing, Customer's obligation to pay for fees due at the time of termination shall survive termination of the Agreement. Upon termination of the Agreement, Customer's shall have no right whatsoever to access the services or any of its components.

## **8. INDEMNIFICATION.**



services under the Agreement, to include any claims of intellectual property infringement arising from the material contained in CASE Assessments or CASE Item Bank.

(b) Customer warrants that it will use the CASE Assessments and/or CASE Item Bank solely for the purpose and within the restrictions stated above. Customer shall indemnify and hold TE21 harmless from any and all claims or causes of action arising out of any act taken by Customer inconsistent with the purpose as stated, to the extent allowed by applicable law.

#### Copyright and Trademark Information

©2020 Certica Solutions, Inc., 301 Edgewater Place, Suite 330, Wakefield, Massachusetts 01880. All Rights Reserved.

TRADEMARKS: The names of companies and products mentioned herein and/or third-party trademarks, trade names and logos contained herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

## LET'S TALK

Ready for a more effective program of assessment and analytics?

[CONTACT US](#)