



BENCHMARK  
EDUCATION  
COMPANY  
145 Huguenot Street, 8th Floor  
New Rochelle, New York 10801

QUOTE: 18324

**Contact representative**

Green Valley Curriculum Resources  
Michele McCue  
Email: mamccue@sbcglobal.net  
Phone: 317-850-8979  
Educational Sales Consultant  
Jeanne Hosler  
Phone: 845-643-3122  
Email: jhosler@benchmarkeducation.com

**Customer:**

BOONE CO SCHOOL DISTRICT  
8330 US HIGHWAY 42  
FLORENCE KY 41042

**Ship To:**

BOONE CO SCHOOLS ANNEX  
8270 us 42  
Florence KY 41042

ProdCode	Title	Price Level	Unit Price	Qty	Total Price
X10767R	1 SITE: AM YEALEY BENCHMARK LITERACY WHO/SM GROUP 7 MONTH RENEWAL - 2/3/2021-9/2/2021 School-Wide Benchmark Literacy 2014 Common Core Whole Group and Small Group HTML5 Renewal Subscription with E-Planner		\$3,263.75	1	\$3,263.75

Subtotal	Sales Tax	Shipping Cost	Total
\$3,263.75	\$0.00	\$0.00	\$3,263.75 USD

**Memo**

7 MONTH RENEWAL - 2/3/2021-9/2/2021

- \* The above pricing cannot be combined with any other offers.
- \* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
- \* All digital subscriptions will end on July 31st the last year of the term purchased.



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**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS**

• Name of School(s) That Will Use the Subscription(s)  
Attach separate document if necessary

• Onboarding Tech Contact Name

• Onboarding Tech Contact E-Mail

• REQUIRED

**SEND ORDER TO:** Benchmark Education Company  
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160  
Email: neworders@benchmarkeducation.com  
Phone: 877-236-2465| Fax: 877-732-8273

**Terms of Service**

\* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (see below). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

# Terms of Use and Privacy Policy

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## Benchmark Education Company, LLC

### Terms of Use & Privacy Policy: Benchmark Universe Date last updated: January 2017

Please read these Terms of Use carefully before using Benchmark Universe ("Site"). By accessing and using our Site, you indicate your agreement to these terms. If you do not accept these terms, please do not use the Site. Please also review the below Privacy Policy which also governs your use of the Site, to understand our practices.

Benchmark Education Company reserves the right to change the Terms of Use and other guidelines or rules posted on the Site from time to time at its sole discretion, and will update the "Effective Date" notice above whenever we do so. Your continued use of the Site after such notice has been posted constitutes your acceptance of the changes, and your use will be subject to the most current version of the Terms of Use, rules, and guidelines posted at the time of such use. You should periodically check the "Terms of Use" link at: <https://benchmark.benchmarkuniverse.com/?splashPage=true> to view the current terms. Our Site is intended for use by classroom teachers, administrators, and students who have purchased and are using our programs. An authorized purchase is required to set up an account. Once you register, your account is password protected. You must not create a false identity when registering or use or attempt to use another's account, password, or service without authorization in writing from Benchmark Education Company. You are responsible for maintaining the confidentiality of your password.

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### **Limitation of Liability**

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## **Indemnification**

You agree to indemnify, defend and hold harmless Benchmark Education Company, its affiliates and partners, and their respective officers, directors, employees, agents, members, licensors, representatives and third-party providers to the Sites from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms Benchmark Education Company reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Benchmark Education Company in asserting any available defenses.

## **Governing Law and Jurisdiction**

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance, and breach, shall be settled by final and binding arbitration in New York, pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. This Agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New York, without regard to its conflict of laws provisions, and you agree that the arbitrators shall award all costs of arbitration, including reasonable attorneys' fees plus legal rate-of-interest, to the successful party. Copyright claims shall be brought in the Federal court having jurisdiction. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the U.S. or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the U.S. in the manner described here. If Benchmark Education Company is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree that the state and federal courts located in Westchester County, New York shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with the Terms of Use and further to reimburse Benchmark Education Company for its respective legal fees, costs, and disbursements if Benchmark Education Company is successful.

## **Conclusion**

The Terms of Use and other rules, guidelines, licenses, and disclaimers posted on the Site constitute the entire agreement between Benchmark Education Company and you with respect to your use of the Site, and supersede all previous oral or written agreements between the parties with respect to such subject matter. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Benchmark Education Company to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. Paragraph headings are for reference only.

## **BENCHMARK EDUCATION, LLC PRIVACY POLICY**

Last Updated: February 2016

At Benchmark Education, we are committed to protecting your privacy. This Privacy Policy explains the types of information we collect through the Benchmark Universe learning platform ("Benchmark Universe"). It further explains how we will use, disclose and protect your information. By visiting Benchmark Universe, you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use Benchmark Universe.

Benchmark Universe is hosted in the United States. If you are located outside of the United States, please note that the information you provide is being transmitted to us in the United States, and will be subject to this Privacy Policy and applicable laws, which may not be as protective as the laws in your country. By using Benchmark Universe, you agree to this.

## **1. Information Collected by Benchmark Education through Benchmark Universe**

**Information You Provide:** When districts register for Benchmark Universe, we ask that a district administrator provide certain personal information about the district employees who will be using the product. This information may include first and last names, employee roles, the name of the school, district, city, state, email address, user names and passwords.

To sign up your students for Benchmark Universe, we ask you to provide each student's first name, user name and password, as well as a password recovery question. Benchmark Universe only collects information about students when it is provided by an authorized school representative. Students may not register on their own.

As an alternative, voluntary option for the district, districts may upload their user data onto Benchmark Universe through the Clever SIS management system. Please be aware that Clever has its own privacy policy, and we encourage you to read it. By uploading your school system data onto Benchmark Universe through your Clever account, you agree to our collection and use of any personal information or other data we may receive from them in accordance with the terms of this Privacy Policy.

### **Platform Information:**

When your students use Benchmark Universe, we collect certain information, such as when a student starts and stops a lesson, which lessons a student chooses to use, the responses students make to questions asked and the timing of those responses.

### **Site Usage Information:**

When using Benchmark Universe, our servers automatically collect certain site usage information associated with your computer. Site usage information is non-personal information that includes, but is not limited to, browser type, operating system, IP address and the domain name from which you accessed Benchmark Universe. It may also include information such as the date and time you accessed Benchmark Universe, how much time you spent on Benchmark Universe, the pages you visit and other "click-stream" data.

We use cookies to collect the Platform and Site Usage information described above. A cookie is a small data file that may be sent by a website or application and stored on the hard drive of your computer. A cookie stores information about your browser that allows us to recognize your browser when you return and to remember your preferences. You may reject cookies, but by doing so, you may not be able to use Benchmark Universe. To learn more about browser cookies, including how to manage or delete them, check the "Help," "Tools" or similar section of your browser. By using Benchmark Universe, you agree to the use of cookies.

We use third party service providers to assist us in collecting and understanding Site Usage information.

## **2. How We Use Your Information:**

### **Information You Provide:**

We may use the information that you provide when you register for Benchmark Universe to create your account. This allows your employees and students to log in, create a classroom within the product and assign lessons to students.

We may use teacher email addresses to send important updates about Benchmark Universe, to respond to your support or feedback inquiries, or to respond to your requests. Students will never be emailed or otherwise contacted.

We use the student names to customize your classroom list, personalize data reports available on your account, and customize the experience for the student.

You always remain in control of the personal information you provide to us about you and your students. Non-personal information, such as gender, grade level, date of birth and other demographic information are used in aggregated, anonymized reporting to help us better understand how the platform is used and to improve the platform.

#### Platform Information:

Platform Information is provided to the teachers and administrators so that they may see how their students are performing within the Benchmark Universe.

#### Site Usage Information:

We use site usage information to administer the site and platform, monitor and diagnose problems with it, remember you when you return so that you don't have to resubmit your information and so that we can maintain your progress, and to improve our platform.

We do not combine the personal information that you provide at registration with Platform or Site Usage information. By registering students for Benchmark Universe, you represent and warrant that you are authorized to allow the above information collection and use for your students.

### **3. How We May Share Your Information:**

We never sell or rent your information.

We will only share your information in the following circumstances:

- When we believe in good faith that disclosure of your information is necessary to protect our rights and those of others, to protect your safety or the safety of others, to investigate fraud or to respond to a government, judicial or other legal request or to comply with the law
- In connection with an organizational change or dissolution, such as a merger, acquisition, reorganization, bankruptcy, sale or wind down, provided that your information will remain subject to the terms of this Privacy Policy

We may also share certain aggregated, anonymized information with a third party provider to help us analyze the information.

### **4. Your Access and Opt-Out Rights**

You may review or change the information you have provided about yourself by logging into your account or by contacting us at [techsupport@benchmarkeducation.com](mailto:techsupport@benchmarkeducation.com). If you contact us, we will ask you to verify your identity before we provide you with information or make changes.

If you are a district administrator who has provided us with personal information about your employees or students, you may review, revise or delete that information at any time by logging into your account and accessing your district portal. Deleting student information from your district portal will result in that information also being deleted from our servers.

You may also choose to opt in or opt out of email marketing messages and newsletters from us. To opt out, simply click on the “unsubscribe” button that appears on every email.

If you are a parent or legal guardian of a minor child, you may also have the right to access certain information about your child. To do so, we request that you contact your school or district, which may access your child’s information through their classroom portal.

## **5. Data Retention:**

We do not retain your personal information for longer than is necessary to provide you with the features and services you have requested. When you request an account be deleted, we remove the data from our servers. At expiration or termination of an agreement, we remove the data within 6 months from the termination date. At any time, you may request that we permanently delete personal information immediately by emailing us at [techsupport@benchmarkeducation.com](mailto:techsupport@benchmarkeducation.com). We do retain aggregated, anonymized information for some of the purposes described above.

## **6. Security:**

We strive to maintain reasonable security standards to safeguard your data. Benchmark Universe has multiple security measures in place to protect the loss, misuse or alteration of information under our control. These include encryption of data in transit, regular software security updates and industry best practices for network and physical security.

However, please be aware that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit or otherwise provide to us and you do so at your own risk.

If you create an account, you will be asked to select a password for both yourself and each employee and student to access Benchmark Universe. Users are responsible for maintaining the strict confidentiality of account password(s), and for any activity that occurs under your account credentials, whether or not authorized by you. Please notify us of any unauthorized use of your account or any suspected breach of security.

## **7. Changes to this Privacy Policy:**

Benchmark Education may amend this Privacy Policy from time to time. When we do, we will notify you by updating the date of this Privacy Policy and posting it on this page of our site. We will also notify you of any material changes to this Privacy Policy via email. In some cases, we may request your consent to the changes.

**8. Contact Us:** If you have any questions about this Privacy Policy, please contact us: Office Address: Benchmark Education Company, LLC 145 Huguenot Street 8th Floor  
New Rochelle, NY 10801

Email: [techsupport@benchmarkeducation.com](mailto:techsupport@benchmarkeducation.com)