



**Longbranch Elementary School**  
**Tier 2 Contract: Survey Report & Virtual Consultation**

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**Why GradingRx®?**

School leaders recognize the need to upgrade and revise grading policies and practices. But most go about the process blindly, not knowing the perceptions of their major stakeholders: principals, teachers, students, and especially parents. That's where GradingRx® can help.

**Our Survey & Services**

GradingRx® custom designs, administers, and analyzes surveys for districts and schools involved in assessment and grading reform. We help education leaders gain vital information about the perspectives of key stakeholders so reform efforts can address their fundamental concerns.

Unlike simple tally surveys, ours provide comparisons of stakeholders' responses using confidence intervals to determine meaningful differences. We offer disaggregation by group, school, and/or grade level, providing clients with accurate and meaningful information to guide their implementation efforts.

With these essential data, education leaders will be prepared to identify initial concerns, anticipate difficulties, directly address troubling issues, and guarantee greater success in reforming grading and reporting policies and practices.

**GradingRx® will...**

- Custom design a survey
- Facilitate survey administration
- Analyze survey results
- Build and deliver final report with detailed explanations and recommendations
- Provide a 60-minute virtual consultation on survey results and provide future direction

## Expectations

GradingRx® will:

- Prepare custom surveys for identified stakeholder groups
- Include the topics of grading, assessment, and/or homework as directed by the Client
- Deliver survey link(s) to the designated administrator in advance of the survey administration window
- Provide a sample communication draft for Client's use with principals, teachers, parents, and appropriate district staff regarding survey completion and participation
- Monitor survey completion rates
- Troubleshoot and remedy technical bugs or usability issues that may arise
- Analyze survey results
- Build and deliver online report with detailed explanations no later than four weeks after survey administration window closes
- Provide a 60-minute virtual consultation on survey results and provide future directions
- Allow for interactive participation for all educators involved
- Be timely, well prepared, and work with integrity and fairness
- Ensure ongoing and proactive collaboration with the designated administrator throughout

Longbranch Elementary School will:

- Provide accurate stakeholder counts to GradingRx®
- Determine a survey administration window
- Identify an Administrator and share his/her email address, which will be used to set up and gain access into the Client Portal
- Agree to GradingRx®'s online *Terms and Services* (see pages 6-12 of this contract) located in the Client Portal prior to surveys being ordered
- Draft the necessary communication for principals, teachers, parents, and appropriate district staff regarding survey completion and participation
- Share the appropriate stakeholder survey link(s) and communicate in a timely manner to each participating stakeholder group
- Monitor survey completion rates in the Client Portal and provide follow-up reminders/communication as necessary to achieve maximum response rates
- Organize a 60-minute virtual consultation on survey results and future directions
- Provide the technology necessary to facilitate the virtual consultation
- Ensure ongoing, proactive, and timely collaboration with GradingRx® team members

## GradingRx® Team Member Biographies

**Thomas R. Guskey, PhD**, is Professor Emeritus in the College of Education at the University of Kentucky where he served as Department Chair, Head of the Educational Psychology Area Committee, and President of the Faculty Council. He has been a Visiting Professor at ten universities in the U.S. and a Visiting Scholar at universities in Australia, Canada, and New Zealand. A graduate of the University of Chicago, he began his career in education as a middle school teacher, served as an administrator in the Chicago Public Schools, and was the first director of the *Center for the Improvement of Teaching and Learning*, a national research center.

Dr. Guskey is the author/editor of 25 award-winning books and more than 250 book chapters, articles, and professional papers on educational measurement, evaluation, assessment, grading, and professional learning. His articles have appeared in prominent research journals including the *American Educational Research Journal*, *Educational Researcher*, and *Review of Educational Research*, as well as practitioner publications such as *Education Week*, *Educational Leadership*, *Phi Delta Kappan*, and *The Learning Professional*, and *School Administrator*. He served on the Policy Research Team of the *National Commission on Teaching & America's Future*, on the task force to develop the *National Standards for Professional Development*, and was featured on the National Public Radio programs *Talk of the Nation* and *Morning Edition*.

In recognition of his contributions, Dr. Guskey was named a Fellow in the American Educational Research Association, the Association's highest honor, and also received the Association's prestigious *Relating Research to Practice Award*. He was awarded the *Distinguished Contributions to the Field Award* by Learning Forward, *The Millman Award* by the Consortium for Research on Educational Assessment and Teaching Effectiveness, the *Distinguished Achievement Award* by the Association of Educational Publishers, and the *Albert Nelson Marquis Lifetime Achievement Award*.

**Laura J. Link, Ed.D.**, is Assistant Professor of Teaching & Leadership and Director of the Teaching & Leadership Master's Degree program at the University of North Dakota. She holds a doctorate in Leadership & Policy Studies from the University of Memphis, and her research focuses on developing and supporting highly effective leaders and organizational cultures that prioritize effective grading practices, collaboration, and meaningful assessment. She is the co-author of *Cornerstones of Strong Schools: Practices for Purposeful Leadership* (with J. Zoul, 2007), and author of *Leadership in Grading Reform* in *What We Know About Grading* (Guskey, T. R., & Brookhart, S. M., Eds., 2019) as well as multiple book chapters and articles such as *Are Your Grading Policies Legally Sound?* (2021), *How Traditional Grading Contributes to Student Inequalities and How to Fix It* (2019), and *Teachers' Perceptions of Grading Practices: How Pre-service Training Makes a Difference* (2018). Dr. Link also leads K-12 assessment and grading academies and has led an array of other professional development efforts, classes, and initiatives over her career. Since 2002, Dr. Link has presented locally and nationally on the

topics of high-impact leadership, K-12 grading, mastery learning, research-practice partnerships, teacher support, and more.

Before joining UND, Dr. Link served as Associate Dean of the College of Public Service at the University of Houston-Downtown in Texas. At UHD, she created the university's first-ever Educational Leadership graduate programs, including a *Foundations of Educational Leadership Certificate* that is the only one of its kind in the state of Texas, and she facilitated an array of K-12 district partnerships. She also created the UHD's first Urban Education Advisory Board, which involves superintendents and executive leaders from across the greater Houston region. Additionally, Dr. Link was an Assistant Professor of Educational Leadership at Purdue University Fort Wayne in Indiana. At PFW, she was an active member of the CAEP Assessment Steering Committee, led various local K-12 assessment and grading academies, co-facilitated PFW's Leadership Academy, and directed the *Professors in Partnership* K-16 collaborative.

Prior to her higher education experience, Dr. Link served as Chief Academic Officer at Jackson-Madison County Schools in Jackson, TN, and was Assistant Superintendent of Teaching & Learning as well as Chief of Talent Management in Shelby County Schools in Memphis, TN. She was 1 of 7 Transition Steering Committee members charged with leading the largest school district merger in United States' history. Additionally, Dr. Link has served in an array of central office and school-based administrative roles (in both urban and suburban settings) and has taught elementary, middle, high school and college students over her 31 years in public and private education. Dr. Link also served a long-standing state Board Member of Learning Forward Tennessee and President of Learning Forward Indiana, a professional association devoted exclusively to those who work in K-16 professional development.



## Cost Outline

Tier 2: Survey & Report.....	\$5,000
Virtual Consultation.....	\$2,000
<b>TOTAL.....</b>	<b>\$7,000</b>

## Fee Payment

Payment in the amount of \$7,000 is due upon the conclusion of the virtual consultation. This payment should be made via check payable to GradingRx®.

GradingRx® will send an invoice beyond this contract, if needed. Client should mail fee payment to the address below:

GradingRx®  
2021 Kings View Drive  
Grand Forks, ND 58201

# TERMS OF SERVICE FOR GRADINGRx®

Thank you for selecting the Services offered by Grading Rx®, LLC and/or its subsidiaries and affiliates (referred to as "GradingRx®", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and GradingRx®. By clicking "I Agree," indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

## Section A

## GENERAL TERMS

### **1. AGREEMENT.**

This Agreement describes the terms governing your use of the GradingRx® online services provided to you on this website, including Content (defined below), updates, and new releases (collectively, the "Services"). This Agreement includes by reference:

- A. GradingRx's Privacy Statement. [Click here.](#)
- B. Additional terms and conditions, which may include those from third-parties.
- C. Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

### **2. YOUR RIGHTS TO USE THE SERVICES.**

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by GradingRx. GradingRx reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, GradingRx grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third-party to use, the Services in a manner that violates any applicable law, regulation, or this Agreement. You agree you will not:

- A. Provide access to or give any part of the Services to any third-party;
- B. Reproduce, modify, copy, sell, trade, lease, rent, or resell the Services;
- C. Decompile, disassemble, or reverse engineer the Services; or
- D. Make the Services available on any file-sharing or application hosting service.

**3. PAYMENT.** For Services offered on a payment or subscription basis, the following terms apply, unless GradingRx or its third-party affiliate notifies you otherwise in writing. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

- A. You must pay with one of the following:
  - i. A valid credit card acceptable to GradingRx;
  - ii. A valid debit card acceptable to GradingRx;
  - iii. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
  - iv. By another payment option GradingRx provides to you in writing.
- B. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- C. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- D. GradingRx will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- E. Additional cancellation or renewal terms may be provided to you on the website for the Services, which are incorporated herein by this reference.

**4. USE WITH YOUR MOBILE DEVICE.** Use of these Services may be available through a compatible mobile device and may require software and Internet access. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees (including message and data rates) as well as the terms of your agreement with your mobile device and telecommunications provider.

GRADINGRX MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO:

- A. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- B. ANY LOSS, DAMAGE, OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- C. ANY DISCLOSURE OF INFORMATION TO THIRD-PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

**5. YOUR PERSONAL INFORMATION.** You can view GradingRx's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable GradingRx Privacy Statement and any changes published by GradingRx. You agree that GradingRx may use and maintain your data according to the GradingRx Privacy Statement as part of the Services. This means that GradingRx may use your data to improve the Services or to design promotions and to develop new products or services. GradingRx is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

## **6. CONTENT AND USE OF THE SERVICES.**

### **6.1 Responsibility for Content and Use of the Services.**

- A. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, and works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored,

or otherwise made available through the Services ("Content"), which will include, without limitation, any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant GradingRx a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information, and disclosures. GradingRx is not responsible for any of your Content that you submit through the Services.

- B. You agree not to use, nor permit any third-party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote, or transmit any of the following:
- i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable information or communications of any kind, including, without limitation, conduct that is excessively violent, incites or threatens violence, encourages "flaming" others, or criminal or civil liability under any local, state, federal, or foreign law;
  - ii. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
  - iii. Except as permitted by GradingRx in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication, or spamming or flooding; and
  - iv. Virus, Trojan horse, worm, or other disruptive or harmful software or data; and any Content that you do not own or have the right to use without permission from the owner of any intellectual property rights.

6.2 You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm, or damage to the reputation of GradingRx, or could subject GradingRx to liability to third-parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third-party accounts, data, computers, systems, or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in GradingRx's opinion, is prohibited under this Agreement; (v) any other activity that places GradingRx in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate, or test the vulnerability of a GradingRx system or network or to breach GradingRx's security or authentication measures, whether by passive or intrusive techniques. GradingRx reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products, or services that are objectionable or promote, support, or engage in any of the restricted uses described above.

6.3 We may freely use feedback you provide. You agree that GradingRx may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant GradingRx a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty-free license to use the feedback you provide to GradingRx in any way.

## **7. ADDITIONAL TERMS**

7.1 GradingRx does not give professional advice. Unless specifically included with the Services, GradingRx is not in the business of providing legal, financial, accounting, tax, health care, real estate, or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

7.2 We may tell you about other GradingRx services. You may be offered other services, products, or promotions by GradingRx ("Other Services"). Additional terms and conditions and fees may apply. With some

Other Services you may upload or enter data from your account(s) such as names, addresses, phone numbers, purchases, etc., to the Internet. You grant GradingRx permission to use information about your business and experience to help us to provide the Other Services (including other products and services you might be interested in), to develop new products and services and to enhance the Services.

7.3 GradingRx may be required by law to send you communications about the Services or third-party products. You agree that GradingRx may send these communications to you via email or by posting them on our websites

7.4 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact GradingRx if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third-party applications, or general updates to improve the Services. You agree to receive these updates.

## **8. DISCLAIMER OF WARRANTIES.**

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRADINGRX, ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS, OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, THAT THE SERVICES ARE MERCHANTABLE, THAT YOU WILL NOT SUFFER ANY DATA LOSS, AND ANY WARRANTY THAT THE SERVICES WILL NOT INTERFERE WITH OR INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. GRADINGRX AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT, OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 GRADINGRX, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS, OR REGULATIONS.

**9. LIMITATION OF LIABILITY AND INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF GRADINGRX, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE THREE (3) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, GRADINGRX, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET GRADINGRX SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF GRADINGRX AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF GRADINGRX, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold GradingRx and its Affiliates and Suppliers harmless from any and all claims, liability, and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). GradingRx reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by GradingRx in the defense of any Claims.

**10. CHANGES.** We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when

we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

**11. TERMINATION.** GradingRx may, in its sole discretion and without notice, restrict, deny, terminate this Agreement, or suspend the Services, related or Other Services, effective immediately, in whole or in part, if we determine that your use of the Services or Other Services violates the Agreement, is improper, or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity, or unauthorized access issues, to protect the integrity or availability of the Services or systems, and comply with applicable GradingRx policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with GradingRx's interests or those of another user of the Services. Upon GradingRx's notice that your use of the Services has been terminated, you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect GradingRx's rights to any payments due to it. GradingRx may terminate a free account at any time. Sections 2.2 and 3 through 15 will survive and remain in effect even if the Agreement is terminated.

**12. EXPORT RESTRICTIONS.** You acknowledge that the Services, its related website, online services, and Other Services, including the mobile application, delivered by GradingRx are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import, or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.

**13. GOVERNING LAW.** Indiana state law governs this Agreement without regard to its conflict of law's provisions.

**14. DISPUTES.** ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Indiana law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND GRADINGRX ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to GradingRx, LLC, in care of our registered agent, Laura Link, 3978 Rolling Thicket Drive, Spring, TX 77386 USA. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees and costs will be governed by the AAA's rules. GradingRx will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live, or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

**15. GENERAL.** This Agreement, including the Additional Terms below, is the entire agreement between you and GradingRx regarding its subject matter and replaces all prior understandings, communications, and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that

any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of GradingRx. However, GradingRx may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by GradingRx or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact GradingRx via an email to: [transfer\\_license@GradingRx.com](mailto:transfer_license@GradingRx.com).

Rev. January 2019

2206523.1

**CONTRACT: Survey & Report**

On this 7<sup>th</sup> day of August, 2021, GradingRx® and Longbranch Elementary School ("Client") do hereby mutually agree to all the above terms, conditions, expectations, and fees as outlined in attached pages 1-12 of this contract, as well as the following:

Rights: GradingRx® retains all intellectual property rights and copyrights of surveys.

Research: Client gives GradingRx® permission to use survey outcomes for future research purposes. All survey responses and outcomes are anonymous.

Hold Harmless: Client agrees to hold GradingRx® harmless from and against any and all liability, claims, suits, losses, damages, fines or judgments including costs, attorneys and witness fees, investigation and all other expenses incidental thereto, sustained by either party as a result of these agreed-upon terms.

Excuse of Obligations: GradingRx® and Client shall be excused from their obligations hereunder in the event of proven, medically-documented sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

GradingRx® and Client certify that in signing this instrument, they are serving as their sole representative, and are not represented by a management company or any other third party, and have no contractual obligation to another management company or any other third party.

Signature by each party witnesses that the terms and conditions as stated above are agreed to and accepted by:

GradingRx® Manager, Laura J. Link

By: 

Date: 08/07/2021

Client, Longbranch Elementary School

By: \_\_\_\_\_ Printed Name \_\_\_\_\_

Date: \_\_\_\_\_ Title \_\_\_\_\_