



## Quote

Prepared For

# Boone County School District

Boone County School District  
8330 US Highway 42  
Florence KY 41042-9286  
United States

For the Purchase of:

## CogAT Online

For additional information or questions, please contact:

**Laura Wilken**  
**[laura.wilken@riversideinsights.com](mailto:laura.wilken@riversideinsights.com)**

RIVERSIDE INSIGHTS

Attention:  
Heather Hicks  
[heather.hicks@boone.kyschools.us](mailto:heather.hicks@boone.kyschools.us)

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)

Quote For  
Boone County School District

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000018	CogAT Form 7 Online Testing Levels 5/6-17/18	\$15.25	16%	\$12.81	1,382	\$17,703.42

Subtotal \$17,703.42

CogAT Complete Online Discount Approved for 16% off of catalog pricing for school years 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026. Contract to include annual opt out clause.

Thank you,  
Laura Wilken | Assessment Consultant |  
laura.wilken@riversideinsights.com

Total Discount Amount:	\$3,372.08
Total Discount Applied:	16.00%
Subtotal Purchase Amount:	\$17,703.42
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$17,703.42

RIVERSIDE INSIGHTS

Attention:  
Heather Hicks  
heather.hicks@boone.kyschools.us

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@service.riversideinsights.com

## Quote For Boone County School District

**Total Cost of Quote (PO Amount) : \$17,703.42**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print Materials
  - Point of Contact for Digital Materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

**Ship To:**  
Boone County School District  
8330 US Highway 42  
Florence KY 41042-9286  
United States

**Bill to:**  
115380  
Boone County School District  
8330 US Highway 42  
Florence KY 41042-9286  
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

**Date Of Quote: 1/7/2022**

**Quote Expiration Date: 4/7/2022**

**RIVERSIDE INSIGHTS**

Attention:  
Heather Hicks  
[heather.hicks@boone.kyschools.us](mailto:heather.hicks@boone.kyschools.us)

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)

**TESTING AND SCORING AGREEMENT**  
between the  
**BOONE COUNTY SCHOOL DISTRICT**  
and  
**RIVERSIDE ASSESSMENTS, LLC**  
dba Riverside Insights

THIS AGREEMENT entered into as of the 14<sup>th</sup> day of February, 2022, by and between **BOONE COUNTY SCHOOL DISTRICT**, 8330 US Highway 42, Florence, Kentucky 41042-9286, (hereinafter referred to as the “District”), and **RIVERSIDE ASSESSMENTS, LLC dba Riverside Insights** (hereinafter referred to as “RIVERSIDE”), One Pierce Place, Suite 900W, Itasca, Illinois 60143. This Agreement is made subject to and incorporates by reference, RIVERSIDE's Terms of Use (available at: <https://info.riversideinsights.com/terms-of-use>).

**WITNESSETH THAT:**

**WHEREAS**, the District wishes to implement a testing program for all schools within the District, having students in grades K to 12 (the participating schools are referred to as School or Schools) with census testing at grade 3; and

**WHEREAS**, RIVERSIDE is specifically qualified and equipped to provide the materials (“Materials”) and services (“Services”) for such testing programs as described herein;

**NOW, THEREFORE**, for and in consideration of the mutual promises and under the conditions and specifications set forth herein, the parties do mutually agree as follows:

**1.0 Term of this Agreement**

The term of this Agreement (the “Term”) commences on March 1, 2022 and shall end June 30, 2026.

**2.0 Price**

There will be no paper/pencil testing provided as part of this agreement.

For the online testing the District elects to conduct, RIVERSIDE will invoice the District directly for online testing licenses to be administered when the testing licenses are issued based upon the discounts listed in Exhibit A and the terms therefore listed. Shipping and handling are not applicable to the prices for online testing licenses listed in Exhibit A.

### **3.0 Obligations of the District**

The District agrees:

- 3.1 Not used.
- 3.2 To administer the Cognitive Abilities Test™ (CogAT®) as set forth on Exhibit A for the full length of the Term.
- 3.3 To schedule the CogAT testing for grade 3 in a common time frame, as agreed upon by the District, in a uniform manner.
- 3.4 Online testing licenses will be subject to the terms and conditions as set forth in RIVERSIDE's then-current catalog or website ([www.riversideinsights.com](http://www.riversideinsights.com)).
- 3.5 That the District shall be responsible for submitting purchase order(s) by April 15 of each year of the Term indicating the quantity of online testing licenses required under this Agreement.
- 3.6 Not used.
- 3.7 Not used.
- 3.8 Not used.
- 3.9 For online testing, the District will provide a file of student information, in a format acceptable to RIVERSIDE, which will be used to generate rostering for online testing.

### **4.0 Obligations of RIVERSIDE**

RIVERSIDE agrees to provide the online testing licenses herein, as further detailed in Exhibit A, under the terms and conditions listed in this Agreement and Exhibit A.

#### **4.1 Initial Materials**

This Agreement does not specify the use of testing Materials.

#### **4.2 Online Testing**

With the District choosing online test administrations, RIVERSIDE will provide the related licenses for students at the prices/terms listed in Exhibit A. Online testing can be purchased for any grade level approved for online testing provided that the entire grade level at that School uses online testing. Online testing licenses purchased are subject to the terms and conditions on online testing order forms which can be found at [www.riversideinsights.com](http://www.riversideinsights.com) and are subject to change.

### **4.3 Other Testing; Additional Materials and Services**

The District may order Materials and Scoring Services for testing and other additional materials or online testing licenses which are not included in Exhibit A. RIVERSIDE will invoice the District for these online testing licenses, Materials, and/or Scoring Services so ordered at RIVERSIDE's then-current catalog price at the time of the order.

### **4.4 Shipping, Handling, and Storage**

RIVERSIDE will provide:

- a. No Materials will be delivered to the District or individual schools.
- b. Online score reports will be available to the District/Schools within twenty-four (24) hours after the close of an online testing session.
- c. Should local norms be requested, the period for the above referenced twenty-four (24) hours shall begin subsequent to the closing of the final online test session.

### **4.5 Data Storage and Archive Service**

RIVERSIDE will store and archive: (a) physical answer documents for one (1) year after the date of creation, (b) scanned answer documents for five (5) years after the date of creation; and (c) scored data and roster data for twelve (12) years after the date of creation. Any other District data that RIVERSIDE collects during the Term will be retained in accordance with RIVERSIDE's data retention policy. During the retention periods above, the relevant data will be available to the District and its schools through an online reporting platform. After the end of the applicable retention period, the data will be destroyed, except as otherwise required by applicable law, court order, subpoena, and similar legal process or as otherwise agreed to in writing by the parties.

### **4.6 Staff Development and In-Service**

RIVERSIDE will offer staff development activities under this Agreement related only to online testing. The District will be required to purchase staff development activities based on the details in Exhibit A.

### **4.7 Scoring Services**

Scoring Services for paper/pencil testing will not be provided under this agreement.

Scoring Services for online testing will include on-line availability of scoring reports within 24 hours after completion of the online testing session.

## **5.0 Terms of Payment**

Payment in full shall be due to RIVERSIDE within thirty (30) days of the date of any invoice issued hereunder.

For online testing, the District will be invoiced upon issuance of the testing licenses.

The District shall be responsible for payment of any applicable taxes imposed by the state of Kentucky or any other state.

## **6.0 Waiver or Modification of Terms**

No waiver, alteration, or modification of any of the provisions of this Agreement or any addition thereto shall be binding unless in writing and signed by both parties.

## **7.0 Governing Law**

All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of Illinois without reference to its principles of conflicts of laws.

## **8.0 Limit of Liability**

**Except as set forth in Section 10, in no event shall RIVERSIDE be liable for any claims, damages, costs or reimbursements to the District in an amount greater than the actual dollar amount received by RIVERSIDE under this Agreement in the twelve months preceding the event giving rise to the claim.**

## **9.0 Confidentiality**

RIVERSIDE will treat as confidential all information received in connection with this Agreement, and RIVERSIDE further agrees to disclose such information only to the District and those entities designated by the District, or as required by law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. See Riverside's policies at:

- DataManager Platform Terms of Use:
  - <https://info.riversideinsights.com/terms-of-use>
- DataManager Platform Privacy Policy:
  - [https://info.riversideinsights.com/privacy-assessment\\_policy](https://info.riversideinsights.com/privacy-assessment_policy)
  - [https://info.riversideinsights.com/privacy-remote\\_proctoring](https://info.riversideinsights.com/privacy-remote_proctoring)

## **10.0 Errors or Defects**

RIVERSIDE shall take all necessary measures to correct any material errors or defects which include, but are not limited to, delays in reporting or the shipping of materials, errors in test items or errors in calculating scores, at no additional cost to the District, unless such error or defect is due to (i) the failure of the District to provide RIVERSIDE with any prerequisite materials or data in a proper form in a timely fashion, or (ii) an error or delay by a shipping company or other third party not reasonably under RIVERSIDE's control.

**11.0 Termination**

This Agreement is binding for the five (5) years of the contract term, starting March 1, 2022 through June 30, 2026 (the “Term”). This Agreement may be terminated for breach of material obligations during the Term, upon failure to cure any confirmed breach within fifteen (15) business days after receipt of written notice.

District will not provide Riverside with a purchase order for purchase of online testing licenses without funds for such testing being appropriated. District may terminate this Agreement due to the non-appropriation of funds, no longer having the need for the CogAT assessment, or if the catalog pricing in effect at time of order is too great by providing at least ninety (90) days written notice prior to the start of the testing window. District will provide RIVERSIDE documentation evidencing the non-appropriation of funds upon request. RIVERSIDE shall be paid for materials, scoring services, and online testing licenses provided by it up to the date of termination.

**12.0 Notices**

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered personally or by courier service to the address below, or when deposited in the United States mail, first class postage prepaid, addressed as follows:

BOONE COUNTY SCHOOL DISTRICT 8330 US Highway 42 Florence, KY 41042-9286 Attention: Heather Hicks	RIVERSIDE ASSESSMENTS, LLC One Pierce Place, Suite 900W Itasca, Illinois 60143 Attention: Contract Administrator, Legal Department
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**13.0 Entire Agreement**

This Agreement contains the entire Agreement of the Parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the day and year first indicated above.

Accepted and Agreed to By:

**BOONE COUNTY SCHOOL DISTRICT**

**RIVERSIDE ASSESSMENTS, LLC**

\_\_\_\_\_  
Print name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott E Olson  
  
\_\_\_\_\_  
Manager, Proposal Services  
Title  
  
\_\_\_\_\_  
Date



**RIVERSIDE ASSESSMENTS, LLC**  
**Exhibit A – Pricing Terms for Online Testing Services**  
**BOONE COUNTY SCHOOL DISTRICT**  
**CogAT® Testing**

**Terms and Conditions**

1. The pricing for online testing in this Exhibit A is based on:
  - Online testing licenses for five (5) testing cycles, one testing event in each of the following school years:
    - 2021-22, 2022-23, 2023-24, 2024-25, and 2025-26
  - The District will:
    - Universally screening at least one grade of students for each of the five years.
  - Prices for online testing and related training for the five (5) year Term of this agreement, will include:

<b>Title #</b>	<b>Description</b>	<b>Pricing</b>
2000018	CogAT Complete, Form 7, Online Testing	16% discount off the catalog price in effect at the time of the order
Any Year (Optional)		
2000570	DATAMANAGER TRAINING ACADEMY PREMIUM, BEYOND YEAR ONE	catalog price in effect at the time of the order

2. Online testing licenses will be granted after:
  - the execution of this agreement,
  - issuance by the District and receipt by RIVERSIDE of a purchase order specifying the quantities of each level of online test each year for each testing cycle.
  - Completion of Page 2 of Exhibit A and its return to RIVERSIDE with the District's purchase order.
3. Online testing for each testing cycle will be invoiced upon RIVERSIDE's granting of online testing licenses. Billing will be based on the actual quantities of online testing licenses granted at the pricing/discount noted above in this Exhibit A.
4. Payment for invoices shall be due and payable within thirty (30) days of the date of any invoice.
5. Online testing is only available if the District's testing locations meet the technical specification for Riverside's online testing program. If technical specifications are not met, a mutually agreeable alternate testing method will be used for that School(s).
6. Except as otherwise set forth in this agreement, the purchase of online testing licenses is non-refundable and non-returnable.
7. Should the District not make payments on invoices for online testing in a timely basis, RIVERSIDE reserves the right to suspend and/or revoke these licenses until such time as the related invoices are paid in full.
8. Each School within the District using the online mode of testing must:

- meet technical readiness criteria and
- complete required training (or have previously taken the training).

9. Training for online testing is shown above in this Exhibit A.

Date

### Payment Information

Please enclose a check or valid purchase order payable to "Riverside Insights" with all orders. If payment via credit card, mark the box below so an email with payment link can be sent to the email provided in the "Charge to:" section.

**NOTE: Orders from first time purchasers require a completed Test Purchaser Qualification Form.**

**Professional Credentials — Choose One:**

- ☐ Test Purchaser Qualification Form attached  
☐ Test Purchaser Qualification Form on file at Riverside Insights

☐ Purchase Order enclosed. Number \_\_\_\_\_ ☐ Check enclosed. Number \_\_\_\_\_ ☐ Credit Card payment.

### Charge to

Name \_\_\_\_\_  
 Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Shipping Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
 Email Address \_\_\_\_\_

### Required Information (Your order will not be processed without this information)

**Please describe yourself:**

- ☐ System/District ☐ Diocese/Archdiocese  
☐ Building/School Public Catholic Private  
 CHECK ONE: \_\_\_\_\_ School \_\_\_\_\_ School \_\_\_\_\_ School

**Anticipated Testing Date:** \_\_\_\_\_

**Reporting options:**

Web Reports ONLY

To ensure delivery of your email notifications, please whitelist the email address:  
**no-reply@dm.riverside-insights.com.**

**Administration Mode:**

CogAT is also available for paper/pencil administration.

Please see appropriate order form on our website or contact your Assessment Consultant.

**System Requirements:**

1.- Do the workstations that will be used for online testing meet the *DataManager* minimum system requirements? See [datamanagerinfo.com](http://datamanagerinfo.com) for a copy of the revised system requirements or ask your Assessment Consultant.

☐ Yes ☐ No

2.- Have you run the *DataManager* online system checker successfully on each workstation that will be used for online testing? (The System Check is accessed from the following URL: <https://tinyurl.com/DataManagerCheckReadiness>)

☐ Yes ☐ No

### Account Holder

(Please list the primary contact who will be the test administrator owner and *DataManager* Account Holder.) Note: this person is the primary test and IT contact and implementation manager.

Name \_\_\_\_\_  
 Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Shipping Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_  
 Fax (\_\_\_\_) \_\_\_\_\_  
 Email Address\* (REQUIRED) \_\_\_\_\_

### Data Contact

(if different from Account Holder)

Note: this person will be responsible for providing school system data files to Riverside Insights.

Name \_\_\_\_\_  
 Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Shipping Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_  
 Fax (\_\_\_\_) \_\_\_\_\_  
 Email Address\* (REQUIRED) \_\_\_\_\_

Prices are valid until December 31, 2022 and are subject to change without notice.