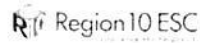


# Frisco ISD

## TEKSbank Classroom (2024-2025)

Education Service Center, Region 10: eContract System



### Description



## TEKSbank Classroom

TEKSbank Classroom is a tool that gives districts access to TEKSbank in their LMS. TEKSbank Classroom is currently available in Canvas, Google Classroom, Schoology, and Learning Explorer. TEKSbank classroom is accessed through the LMS using an LTI integration from ExamSpark.

**By signing this contract, the district is authorizing teachers to access TEKSbank content through the district LMS.**

TEKSbank is an online item bank of more than 80,000 questions and resources, in the four core subject areas for grades K-12, developed and aligned to the Texas Essential Knowledge and Skills (TEKS). TEKSbank questions are designed based on in-depth analysis of the TEKS, the STAAR released items, and assessment best practices. The questions can be used by teachers and administrators to support instruction and to build assessments in an online application. The items include original passages, traditional multiple choice questions, and the new tech enhanced item types. TEKSbank currently has close to 1:1 Spanish translations for grades K-5 in all core subjects.

For more information about TEKSbank, click here (<http://teksbank.com/>).

TEKSbank is developed by Region 10 written and vetted by Texas content experts specifically for the Texas standards. TEKSbank items can be used to create district and campus assessments or for teacher data collection, both formative and summative. This contract is for TEKSbank usage with in the TEKSbank Classroom LTI applications available in the LMSs listed above.

## ESC Contact(s)

Courtney Stevens: courtney.stevens@region10.org  
(mailto:courtney.stevens@region10.org) - (972-348-1774)

## Fees

### TEKSbank Classroom

TEKSbank Classroom is included in with the TEKSbank license when purchased through the Edugence, Eduphoria, or Performance Matters assessment platforms. Districts who don't subscribe to TEKSbank through Eduphoria, Edugence, or Performance Matters may subscribe for use in their LMS at the rate of \$1.50/studnet enrollment with a \$1,000 minimum. TEKSbank Classroom is sold to an entire district.

### TIMA Qualification

This is an instructional material that supports instruction and may qualify for TIMA (Technology and Instructional Materials Allotment) under the category of Instructional Materials. When filling out the reimbursement request, use "REG10TEKS" as the ISBN. We can provide a sample of TEKS alignment upon request.

Base Fee: \$0.00

Edugence Subscriber (no charge)

Eduphoria Subscriber (no charge)

Performance Matters Subscriber (no charge)

1000.00 -  LMS Only Customer (minimum fee)

1.50 -  LMS Only Customer

## PO Number

## Service Duration

9/1/2024 - 8/31/2025

## Additional Information

Additional Info:

REGION 10 ESC Responsibilities:

REGION 10 ESC shall:

- retain or contract qualified personnel sufficient to assist the LEA with appropriate services,
- provide staff development, materials, and customized assistance to support the product, and
- provide on-line and/or onsite technical assistance upon request.

LEA Responsibilities:

The LEA shall:

- contribute funds as determined by the fee structure to maintain subscription
- complete a needs assessment provided by REGION 10 ESC and share the results with REGION 10 ESC,
- participate in planning with REGION 10 ESC consultants and take full advantage of product services,
- provide a facilitator at each training, who will assist the presenter and provide follow-up training or support, and
- provide representation at geographically clustered meetings.

## District User License Agreement for REGION 10 ESC TEKSbank System and Content

This District User License Agreement ("DULA") is entered into by and between Education Service Center REGION 10, located in Richardson, Texas ("REGION 10 ESC"), and stated LEA.

Important – read this document carefully: Persons violating federal copyright law and other applicable law or the terms of this DULA may be subject to civil and/or criminal penalties.

1. REGION 10 ESC has developed certain content (namely, a collection of test and assessment items used to measure student performance on curriculum). The REGION 10 ESC content and the web-based system for delivering that content (collectively, the "TEKSbank System and Content") is licensed, not sold. This DULA gives the District and its Authorized Users, as defined in Paragraph 3(a) below, license to use the TEKSbank System and Content according to the restrictions and terms of this DULA. Any content, product, service, program, or technology made available to the District and its Authorized Users through the TEKSbank System and Content is protected by copyright, trade secret, patent, and/or other

intellectual property rights and laws. Except as expressly permitted under this DULA, none of the materials contained in or accessed through the TEKSbank System and Content may be copied, distributed, publicly displayed, or publicly performed. The District may not adapt, modify, or create derivative works based on the TEKSbank System and Content. Use of TEKSbank System for training Large Language Models or other Artificial Intelligence applications is also strictly prohibited under this DULA without REGION 10 ESC's express written permission.

2. REGION 10 ESC and its suppliers retain all right, title, and interest, including all copyright, trade secret, and other intellectual property rights in and to the TEKSbank System and Content, including but not limited to any text, images, photographs, animations, video, audio, and music, as well as "applets" incorporated into the application and the accompanying printed materials. All rights not specifically granted in this DULA are reserved by REGION 10 ESC and its suppliers. Use of the TEKSbank System and Content in any way that is not authorized by the terms of this DULA is strictly prohibited (unless the District first obtains express written permission of REGION 10 ESC).

3. Access to the TEKSbank System and Content is provided to the District and its Authorized Users, as defined in 3 (a) below, for limited use in accordance with the following provisions:

- "Authorized Users" are the employees, faculty, and staff officially affiliated with a school district or charter school that has licensed use of the TEKSbank System and Content and is in good standing for the school year in which the TEKSbank System and Content is contracted for. License for district use of the TEKSbank System and Content must be renewed annually.
- The District shall make all reasonable efforts to ensure that Authorized Users affiliated with the District comply with the terms and restrictions of this Paragraph 3.
- Permissible use includes limited printing or other duplication of individual test and assessment items contained in the TEKSbank System and Content as part of educator-developed assessments administered by Authorized Users. Any other duplication or use is strictly prohibited.
- Content items must be used for educational purposes ONLY on campuses within the District; items may not be transferred or provided to another entity without express written permission of Region 10.
- All content is available for non-commercial educational use only. Without limitation, the District may not sell, rent, lease, sublicense, disclose, market, or transfer any content of the TEKSbank System and Content or use the web site to operate a service bureau or to act as an application service provider.
- The District may not use, remove, or alter any trademark, trade name, product name, or logo, or any copyright or trademark notice or other proprietary notice, legend, symbol, or label in the TEKSbank System and Content.
- No portion of the TEKSbank System and Content, including but not limited to individual test and assessment items, may be electronically incorporated into

another software program or database without express written permission from REGION 10 ESC and its suppliers.

- The District is responsible for taking reasonable measures to prevent access to the TEKSbank System and Content by unauthorized persons and is responsible for terminating any unauthorized access of which the District has actual notice or knowledge.
- Without prejudice to any other rights, REGION 10 ESC may terminate this DULA by providing notice to the District if the District fails to comply with its terms and conditions. In such event, the District must destroy all copies of any content taken from the TEKSbank System and Content.
- The effective date of this DULA is the date of the last signatory to the DULA.
- Neither REGION 10 ESC nor its suppliers shall be responsible for the content of any site linked to it; the District's connection to any such linked site is at the District's own risk.

4. The laws of the State of Texas shall govern any legal dispute that may arise from or in connection with this DULA or the TEKSbank System and Content. All parties to any such dispute shall submit to the exclusive jurisdiction of the federal and/or state courts of the State of Texas for all purposes. If any provision of this DULA is declared invalid or unenforceable, the remaining provisions of the DULA shall remain in effect. IF this DULA is terminated or expires, the District shall continue to be bound by its obligations under Paragraphs 1 and 2.

All questions concerning this DULA shall be directed to REGION 10 ESC, 400 Spring Valley, Richardson, Texas, 75081. Attention: Program Coordinator, Data Solutions.

### District Contact (for this program only)

Contact Name: Amanda Ziaer  
Contact Phone: 469.633.6836  
Contact Email: ziaera@friscoisd.org

### Approval Information

## TEKSbank Classroom (2024-2025)

No action has been taken on this contract at this time.