

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and BrainSTEM (hereinafter "Contractor"), with its principal place of business at 13307 Oak Forest Court, Louisville, KY 40245.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

BrainSTEM University is a project-based program for engineering, robotics, coding, game development, digital media and technology that introduces students to in-demand STEAM concepts and skills.

Program Services

Elementary and middle school students will participate in BrainSTEM University. Units include video and lecture instruction, hands-on activities and a final project or competition.

The BrainSTEM Entrepreneurship and Technology program teaches high school students in-demand skills for STEM professions. The goal of the program is to increase exposure to STEM and business careers and teach students STEM and business skills.

Middle and high school students will have access to the BrainSTEM STEAM Lab to build, make and create projects using 21st century technology and software.

BrainSTEM uses gamification to encourage students and motivate them to do their best work. The gamification system is embedded in the curriculum. Students earn Brain Cycles (points) for each activity and exchange their Brain Cycles for prizes.

BrainSTEM will provide coaches (4) who are trained instructors with knowledge and experience in STEM fields and elementary, middle and high school curriculum licenses. The student-coach ratios are 8:1 elementary; 12:1 middle school and 12:1 high school.

BrainSTEM Student Schedule:

Elementary University	Monday/Wednesday/Friday	45 minute sessions
Elementary Choice Group	Monday - Friday	45 minute sessions (cap 25)
Middle School University	Monday - Friday	45 minute sessions
Middle School Choice Group	Monday - Friday	45 minute sessions (cap 25)
High School E & T* and STEAM Lab	Monday - Friday	45 minute sessions
High School Choice Group	Monday - Friday	45 minute sessions (cap 25)

*Entrepreneurship & Technology

IT Infrastructure Services

BrainSTEM will provide professional technical support for environments requiring a large number of computer devices in teaching and learning spaces that share the software and settings throughout all of the machines. BrainSTEM will also provide ongoing technical support and maintenance for lab devices. Support includes recommendations, specification, testing and troubleshooting of computer systems and devices in the BrainSTEM Lab.

BrainSTEM is responsible for the maintenance, security and replenishment of equipment provided. Liability of materials, resources and equipment are included in the *BrainSTEM University* curriculum per pupil license. Consumables are included in the *BrainSTEM University* curriculum per pupil license.



ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$303,000
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	<u>ESSER</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on August 31, 2022 and shall complete the Services no later than May 26, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this



Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before



the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at



Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of August 31, 2022.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

BrainSTEM
CONTRACTOR

By: _____

By: *Ricky Mason*

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Ricky Mason
CEO

Cabinet Member: Robert Moore _____
(Initials)



Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Dr. Alicia Averette

Print name of person making Determination

Academic Support Programs & Special Populations

School or Department

Signature of person making Determination

Date

BrainSTEM

Name of Contractor (Contractor Signature Not Required)

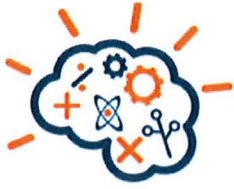
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011





Elev8 + BrainSTEM Program Proposal

PROPOSED BY RICKY MASON

BrainSTEM Overview and Mission

We started BrainSTEM to inspire students to become lifelong learners. Our founder, Ricky Mason, is a West Louisville native and JCPS grad (go Butler Bears!). He holds degrees from the University of Kentucky and Johns Hopkins, interned with NASA and the DoD, built computer systems for the CIA, and taught engineering students at the University of Kentucky. Ricky's success story should be the story of all students, regardless of their background. We believe early exposure to STEAM not only impacts student success in STEAM majors, but every aspect of their learning experience. In that spirit, we're excited to bring BrainSTEM to the Elev8 centers.

BrainSTEM has provided programs for schools, non-profits, and homeschool students. We partnered with Jefferson County Public schools the past two years to host 500 students in the RoboRumble robotics competition. We want to expand robotics to all JCPS students and provide opportunities for all students to learn to code and compete. In 2019-2020 we partnered with New Directions Housing Corporation to provide after school programming for Smoketown neighborhood students. Through our BrainSTEM University STEAM program, we were able to help our students improve their grades, submit homework assignments timely and inspire them through STEAM projects. We want to extend the BrainSTEM University program to the Elev8 centers to meet the district objectives for students.

BrainSTEM Methodology

BrainSTEM programs are gamified to motivate students and make learning fun. BrainSTEM uses a points system to measure student engagement, competency and mastery of STEM skills.

As students learn, Brain Cycles are earned

We use gamification to encourage student participation and motivate them to do their best work. We assign Brain Cycles (points) to each activity based on the level of difficulty and effort required. BrainSTEM Coaches track Brain Cycles throughout the program. Students may exchange their Brain Cycles for prizes in the BrainSTEM Reward Store. Prizes include novelty gift items provided by BrainSTEM. The gamification system is embedded in the curriculum, making BrainSTEM the best choice to motivate students to learn STEM.

How it works

Students attend BrainSTEM University	Students earn Brain Cycles	Students exchange Brain Cycles for rewards
<ul style="list-style-type: none"> • Participate in discussions/ demonstrations • Complete activities and projects • Master STEM skills 	<ul style="list-style-type: none"> • Earn Brain Cycles for attendance and participation • Earn Brain Cycles for completing activities • Earn badges for mastering skills 	<ul style="list-style-type: none"> • BrainSTEM Coaches track and redeem Brain Cycles • BrainSTEM provides novelty gift items in exchange for Brain Cycles

Example of prizes in the BrainSTEM Store



BrainSTEM + Elev8 Plan

In an effort to increase access and equity across the district, JCPS desires to provide Science, Technology, Engineering, Art and Math (STEAM) learning opportunities and after school enrichment services at the Elev8 Center located in the 2500 Building on West Broadway. BrainSTEM will provide services to support and extend Jefferson County Public School (JCPS) staff in ensuring safe and engaging instruction resulting in students gaining exposure to STEAM concepts and careers.

BrainSTEM will	Implemented by	Timeframe	Outcomes
Provide after school STEAM enrichment services (K-12th grade) Provide access to the BrainSTEM STEAM Lab (6-12th grade) Provide all necessary consumable materials and equipment	BrainSTEM Coaches according to student to Coach ratios: Elementary 8:1 Middle 12:1 High 12:1	After school enrichment services according to the JCPS Student Calendar 167 instructional days* Monday-Friday 3:00-6:30pm (3.5 hours)	Successful implementation of BrainSTEM University after school program Successful implementation of Entrepreneurship and Technology after school program Access to BrainSTEM STEAM Lab
<i>JCPS will provide 1 Chromebook for each student and a strong internet connection.</i>			

Location: Elev8 Center 2500 W Broadway Louisville, KY 40211

Max Capacity: 400 students per year

Minimum Commitment: 320 students per year

*The services provided by Brainstem will be the same as the JCPS Calendar for students. The starting date (pending board approval) 2022, students will have no more than 167 instructional days in the 2022-2023 JCPS School Year. In the event of JCPS school cancellation and a make-up day is assigned according to the JCPS Student Calendar, services will be rescheduled according to the make-up day. If JCPS school is released early, services will be canceled for that day without rescheduling. Starting August 31, 2022, students will have 165 instructional days in the 2022-2023 JCPS School Year.

The services include:

1. After school STEAM enrichment program services
 - 1.1 BrainSTEM University - Elementary school curriculum license
 - 1.2 Entrepreneurship and Technology - Middle and High school curriculum license
 - 1.3 BrainSTEM Coaching services
2. IT infrastructure services
 - 2.1 BrainSTEM STEAM Lab technical support
3. Pricing

1. After school STEAM enrichment program services

JCPS desires to provide STEAM enrichment program services for elementary, middle and high schools students. BrainSTEM is an established STEAM program provider in the Louisville area. BrainSTEM University, the flagship program, is a project-based program for engineering, robotics, coding, game development, digital media and technology that introduces students to in-demand STEAM concepts and skills. BrainSTEM University is a culturally relevant STEAM program designed to engage students from populations that are typically underrepresented in STEM career fields. BrainSTEM Coaches are trained instructors that teach, motivate and inspire students in the program. **BrainSTEM will provide four STEM Coaches to teach at the Elev8 center. BrainSTEM will provide all necessary consumables and equipment.**

Each student that participates in a BrainSTEM program at Elev8 will need a curriculum license. Maximum number of "licenses", provided in the quote and contract, will equate to the greater of (a) the maximum number of daily students served or (b) a minimum service agreement of 80% capacity which equates to 160 elementary licenses, 80 middle school licenses, and 80 Entrepreneurship and Technology licenses. The total number of students registered will be shared with BrainSTEM throughout the year so that we may invoice appropriately.

1.1 BrainSTEM University - Elementary School

About the program

Elementary students will participate in BrainSTEM University. Each unit will include video and lecture instruction, hands-on activities and a final project or competition.

Students attend 45-minute sessions during scheduled hours for specific club activities. **Students can choose from the following units to complete projects during the semester:**

Aerospace engineering

Our founder, Ricky Mason, is a former Rocket Scientist from NASA. He used his personal experience launching five rockets to develop BrainSTEM's Aerospace Engineering unit. This unit lets students explore space using digital tools such as NASA's James Webb Telescope, the Kerbal Space Program and VR

experiences in the BrainSTEM Metaverse. Students will learn about our solar system, the laws that govern our universe, and the technology we are using to learn more about space.

Intro to Coding

Intro to coding introduces elementary school students to coding with computational thinking exercises. Students learn the building blocks of coding: sequencing, grouping, and computational thinking. Students complete projects such as short animations and games using block coding.

Intro to Robotics

In our K-Career plan, students start robotics as young as Kindergarten. We have a suite of virtual robots that match each student's age and skill level. BrainSTEM students are introduced to robotics by completing mission objectives that promote computational thinking, problem solving, and collaboration. Students will be challenged to complete the mission objectives using block coding and age-appropriate virtual robots.

BrainSTEM Explorer

Students explore STEM careers and concepts through a variety of hands-on activities. Activities focus on gross and fine motor skills, computational thinking and problem-solving. Each activity emphasizes the engineering design process and introduces students to STEM careers. Lessons include space exploration using digital tools such as NASA's James Webb Telescope, the Kerbal Space Program and VR experiences in the BrainSTEM Metaverse. Students will learn about engineering principles that govern our universe.

1.2 Entrepreneurship and Technology - Middle and High School

About the program

The BrainSTEM Entrepreneurship & Technology program teaches high school students in-demand skills for STEM professions. Students will explore 3D printing, coding, and digital media while being introduced to the latest technology and meeting inspiring mentors. The goal of this program is to increase exposure to STEM and business careers and teach students STEM and business skills, ultimately inspiring and preparing students to pursue entrepreneurship and STEM careers. Students attend 45-minute sessions

during scheduled hours for specific club activities. **Students can choose from the following units to complete projects during the semester:**

Engineering Design

BrainSTEM Engineering Design curriculum includes software and materials necessary to teach 3D modeling and printing. Students will learn to use design software to create their own 3D prints. Students will learn the engineering process by designing 3D parts to meet specifications.

Digital Media and Marketing

BrainSTEM Digital Media and Marketing curriculum engages students in media projects such as podcasts, vlogs and blogs to market products made by students in the 3D Design and Micro Manufacturing section. Students will learn to create various forms of digital media for online marketing. Objectives include learning the principles of design, learning the principles of marketing, and an exploration into today's most popular digital marketing techniques.

Game Development

BrainSTEM students take on the roles of Game Designer and Game Developer in this unit. Students learn the fundamentals of game design, story telling, character development and more as a Game Designer. As a Game Developer, students learn block coding with popular coding platforms. Students combine their skills to create their own game that can be shared and played with friends.

1.3 BrainSTEM University Coaching Services

BrainSTEM will provide four Coaches to facilitate the BrainSTEM University after school program. BrainSTEM Coaches are trained instructors with knowledge and experience in STEM fields. It is recommended to maintain a minimum 8:1 student-Coach ratio for elementary school programs but ideal to have a 6:1 ratio. We recommend a 12:1 student-Coach ratio for middle school programs.

BrainSTEM will be provided paid time for setup and breakdown of instructional resources. The time for setup and breakdown is included in the 3.5 hour work day for each employee.

2. IT Infrastructure Services

2.1 BrainSTEM STEAM Lab Technical Support

BrainSTEM will provide professional technical support for environments requiring a large number of computer devices in teaching and learning spaces that share the same software and settings throughout all of the machines. BrainSTEM will also provide ongoing technical support and maintenance for lab devices. Support includes recommendation, specification, testing and troubleshooting of computer systems and devices in the BrainSTEM STEAM Lab.

BrainSTEM is responsible for the **maintenance, security and replenishment** of equipment provided. Liability of materials, resources and equipment are included in the *BrainSTEM University curriculum* per pupil license. Consumables are included in the *BrainSTEM University curriculum* per pupil license.

3. Pricing

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
BrainSTEM University - Elementary Curriculum License	200	\$400.00	\$80,000.00
BrainSTEM University - Middle School Curriculum License	100	\$400.00	\$40,000.00
Entrepreneurship and Technology Curriculum License	100	\$400.00	\$40,000.00
BrainSTEM STEAM Lab technical support specialist (monthly service)	9	\$2,900.00	\$26,100.00
BrainSTEM University Coaching service hours - 167 instructional days - 4 coaches - 3.5 hours/day	2,338	\$50.00	\$116,900.00
		Subtotal	\$303,000.00
		Total	\$303,000.00

Maximum number of "licenses" provided in the quote and contract will equate to the greater of (a) the maximum number of daily students served or (b) a minimum service agreement of 80% capacity which equates to 160 elementary licenses, 80 middle school licenses and 80 Entrepreneurship and Technology licenses for high school.