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**AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Imagine Learning LLC with its principal place of business located at 8860 Chaparral Road, Suite 100, Scottsdale, Arizona 85250 (hereinafter "Contractor").

WHEREAS, The Parties have entered into a Contract for the Procurement of Professional Services between JCPS and Contractor effective August 3, 2022 pursuant to which Contractor agreed to provide software licenses for Imagine Math and Imagine Language and Literacy to JCPS Title I schools (the "Contract"); and

WHEREAS, the Parties wish to amend the Contract to allow for the purchase of additional licenses for Imagine Math and Imagine Language and Literacy for all JCPS schools;

WHEREAS, the additional licenses will require an additional payment of \$660,625.00

THEREFORE, the Parties wish to amend the Contract to alter the Services and the Contract Amount.

This Amendment hereby amends Article II of the Contract to add the following:

Additionally, Contractor shall provide 22 Imagine Language and Literacy site licenses, 33 Imagine Math site licenses, and 625 Imagine Language and Literacy site licenses for use at JCPS schools which are not designated as Title I schools.

This Amendment hereby amends Article III of the Contract to remove the original Contract Amount of \$1,646,000.00 and replace it with \$2,306,625.00. Additionally, the Fund Source listed in Article III is amended to state "\$1,646,000.00 from Title I, \$660,625.00 from CA12170 0735 554GD."

All other provisions of the Contract shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Contract is ratified and confirmed in full force and effect in

accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Contract and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates below to be effective as of December 14, 2022.

**Jefferson County Public Schools:**

By: \_\_\_\_\_  
Dr. Martin A. Pollio  
Superintendent

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

**Imagine Learning LLC**

By:  \_\_\_\_\_  
David Alderslade  
Executive Vice President/CFO

Date: 11/29/2022  
\_\_\_\_\_



## 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 Imagine Learning LLC (hereinafter "Contractor"), with its principal place of business at 8860 Chaparral Road, Suite 100, Scottsdale, Arizona 85250.

### 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:

Contractor shall provide software licenses to all Title 1 schools for software titles which focuses on Literacy and Math. Purchase orders for licenses shall be entered by Curriculum Design and Learning Innovation office. Imagine Math and Imagine Language and Literacy software license pricing is attached and incorporated herein by reference.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

### 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:	\$1,646,000.000
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Title 1

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 3, 2022 and shall complete the Services no later than June 30, 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 3, 2022.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

By: 

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

Imagine Learning LLC  
CONTRACTOR

By: 

Title: David Alderslade Executive  
Vice President, CFO

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: Software License

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.

Susan Price

Print name of person making Determination

CDLI

School or Department

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

Imagine Learning, LLC

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



8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

## Price Quote

Date 6/2/2022  
Quote No. 265039  
Acct. No. 03je:KY:12217007  
Total \$1,646,000.00  
Pricing Expires 8/31/2022

Jefferson County School District  
Attn: Accounts Payable Department  
PO Box 35340  
Louisville KY 40532-5340

Payment Schedule	Contract Start	Contract End
PO required along with a signed copy of this quote	8/1/2022	6/2/2023

Qty	Description	Comment	End Date
Alex R Kennedy Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Auburndale Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Blake Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Blue Lick Elementary School			

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

### Jefferson County Public Schools

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Imagine Learning Representative

Kristen Scherer  
Kristen.Scherer@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



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Qty	Description	Comment	End Date
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Breckinridge-Franklin Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Butler Traditional High School			
1	Imagine Math Site License		06/02/2023
Camp Taylor Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Cane Run Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Carrithers Middle School			
1	Imagine Math Site License		06/02/2023
Carter Traditional Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Central High Magnet Career Academy			
1	Imagine Math Site License		06/02/2023
Chancey Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Cochrane Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Cochran Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023





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Qty	Description	Comment	End Date
1	Imagine Math Site License		06/02/2023
	Coleridge-Taylor Montessori Elem School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Conway Middle School		
1	Imagine Math Site License		06/02/2023
	Coral Ridge Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Crums Lane Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Dann C Byck Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Dixie Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Doss High School		
1	Imagine Math Site License		06/02/2023
	Eisenhower Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Engelhard Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Fairdale Elementary School		
			06/02/2023
1	Imagine Language & Literacy Site License		06/02/2023



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Qty	Description	Comment	End Date
1	Imagine Math Site License		06/02/2023
	Fairdale High School		
1	Imagine Math Site License		06/02/2023
	Farnsley Middle School		
1	Imagine Math Site License		06/02/2023
	Fern Creek Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Fern Creek High School		
1	Imagine Math Site License		06/02/2023
	Foster Traditional Academy		
1	Imagine Math Facts Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Frayser Elementary School		
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Frederick Law Olmsted Academy North		
1	Imagine Math Site License		06/02/2023
	Frederick Law Olmsted Academy South		
1	Imagine Math Site License		06/02/2023
	Goldsmith Lane Elementary School		
1	Imagine Español Site License		06/02/2023
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Grace M. James Academy Of Excellence		
1	Imagine Math Site License		06/02/2023
	Greenwood Elementary School		
			06/02/2023
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
	Gutermuth Elementary School		



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Qty	Description	Comment	End Date
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Hartstern Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Hazelwood Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
H B Slaughter Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Highland Middle School			
1	Imagine Math Site License		06/02/2023
Indian Trail Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Iroquois High School			
1	Imagine Math Site License		06/02/2023
Jacob Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
J B Atkinson Academy			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Jefferson County Public Schools			
200	Professional Development Webinar Training	(200) 3 hour sessions	\$150,000.00 06/02/2023
Jeffersontown Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023





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Qty	Description	Comment	End Date
Jeffersontown High School			
1	Imagine Math Site License		06/02/2023
John F Kennedy Montessori Elem School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Johnsontown Road Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Johnson Traditional Middle School			
1	Imagine Math Site License		06/02/2023
Kenwood Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Kerrick Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Klondike Lane Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Knight Middle School			
1	Imagine Math Site License		06/02/2023
Lassiter Middle School			
1	Imagine Math Site License		06/02/2023
Laukhuf Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Layne Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023



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<b>Luhr Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Marlon C Moore School</b>			
1	Imagine Math Site License		06/02/2023
<b>Martin Luther King Jr Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Maupin Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>McFerran Preparatory Academy</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Medora Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Minors Lane Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Newburg Middle School</b>			
1	Imagine Math Site License		06/02/2023
<b>Okolona Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Pleasure Ridge Park High School</b>			
1	Imagine Math Site License		06/02/2023
<b>Portland Elementary School</b>			



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Qty	Description	Comment	End Date
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Price Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Ramsey Middle School			
1	Imagine Math Site License		06/02/2023
Rangeland Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Robert Frost Sixth-Grade Academy			
1	Imagine Math Site License		06/02/2023
Rutherford Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Sanders Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Semple Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Seneca High School			
1	Imagine Math Site License		06/02/2023
Shacklette Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Shelby Traditional Elementary Academy			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023





8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

## Price Quote

Date 6/2/2022  
Quote No. 265039  
Acct. No. 03je:KY:12217007  
Total \$1,646,000.00  
Pricing Expires 8/31/2022

Qty	Description	Comment	End Date
<b>Southern High School</b>			
1	Imagine Math Site License		06/02/2023
<b>Stonestreet Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Stuart Academy</b>			
1	Imagine Math Site License		06/02/2023
<b>The Academy at Shawnee</b>			
1	Imagine Math Site License		06/02/2023
<b>Thomas Jefferson Middle School</b>			
1	Imagine Math Site License		06/02/2023
<b>Trunnell Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Waggener High School</b>			
1	Imagine Math Site License		06/02/2023
<b>Watson Lane Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Watterson Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>W E B Dubois Academy</b>			
1	Imagine Math Site License		06/02/2023
<b>Wellington Elementary School</b>			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
<b>Western High</b>			
1	Imagine Math Site License		06/02/2023
<b>Western Middle School</b>			
1	Imagine Math Site License		06/02/2023



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Qty	Description	Comment	End Date
Westport Middle School			
1	Imagine Math Site License		06/02/2023
Wheatley Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Wilkerson Traditional Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Wilt Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Youth Performing Arts School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023
Zachary Taylor Elementary School			
1	Imagine Language & Literacy Site License		06/02/2023
1	Imagine Math Site License		06/02/2023

Subtotal \$1,646,000.00  
Total \$1,646,000.00