



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Adrienne Usher, Assistant Superintendent
Dr. Brandy Howard, Chief Academic Officer
DATE: April 2, 2024
RE: Educational Learning Solutions, Inc.

(Handwritten signature) 4-18-24

The attached agreement is to utilize Educational Learning Solutions (ELS) for Grades 6-12 as a universal screener and assessment platform in reading and math for middle and high school. This platform provides a more comprehensive standards-based assessment for Reading and Math in Grades 6-8 and Algebra 1, US History, English, Geometry, and Biology/Science to support KSA alignment and mastery of content standards. The platform also allows teachers to assess through provided item banks aligned to the DOK of standards and intervention resources. The total cost of the agreement is \$131,805 and will be paid through curriculum, instruction, and assessment budget. The contract has been reviewed by Eric Farris, Dinsmore & Shohl, LLP. Approval is requested for the Educational Learning Solutions agreement for the 2024-2025 school year.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

Learning Partners

Roger B. Choate
 475 Calvert Drive
 Paducah, KY 42003
 roger@yourlearningpartners.com
 270-210-8907



2024-25 Quote

Contact: Adrienne Usher
 School District: Bullitt County
 Date: 2/22/2024
 Quote #: 021924RBC-Bullitt
 Description: Bullitt Co ELS Pathways quote

	School Size	Qty	Unit Cost	Cost
Pathfinder (per student)	Student Discounted 100%	9,417	\$2.50	\$23,542.50
Comparative data reporting for class, school and district benchmark and state level performance. Provides ability for all teachers to create individualized student reviews.				
Pathfinder Adv Report (1x)		6,370	\$1.00	\$6,370.00
Advanced reporting that provides value-added data for teacher, school and district level performance (1 term only)				
Pathways (per student)	Discounted 12%	6,370	\$6.00	\$38,220.00
Assessment platform with data reporting and student review. Includes teacher resources and targeted measures.				
*Pathways ELA Content		7,346	Included	Included
ELS Item Bank, Power Checks and Stepping Stones				
*Pathways Math Content		7,346	Included	Included
ELS Item Bank and Power Checks				
ELA Benchmarks (2-8)		3,062	\$4.00	\$12,248.00
Interim (2) and comprehensive (1) benchmark assessments				
ELA Benchmarks (HS)		2,273	\$4.00	\$9,092.00
Interim (2) and comprehensive (1) benchmark assessments				
Math Benchmarks (2-8)		3,062	\$4.00	\$12,248.00
Customized (2) and comprehensive (1) benchmark assessments				
Math Benchmarks (Algebra I)		1,105	\$4.00	\$4,420.00
Customized (2) and comprehensive (1) benchmark assessments				
Math Benchmarks (Geometry)		1,168	\$4.00	\$4,672.00
Customized (2) and comprehensive (1) benchmark assessments				
Math Benchmarks (Algebra II)		1,035	\$4.00	\$4,140.00
Customized (2) and comprehensive (1) benchmark assessments				

Social Studies Benchmarks (4,7) Customized (2) and comprehensive (1) benchmark assessments	990	\$1.50	\$1,485.00
Science Benchmarks (5,8) Customized (2) and comprehensive (1) benchmark assessments	2,058	\$1.50	\$3,087.00
US History Benchmarks Comprehensive (1) benchmark assessment	1,035	\$4.00	\$4,140.00
Biology Benchmarks Comprehensive (1) benchmark assessment	1,105	\$4.00	\$4,420.00
Learning Explorer Item Bank ELA, Math, Science & Social Studies Item Bank	6,370	\$3.00	\$19,110.00
Pearson Item Bank- ELA/Math Pearson ELA & Math Item Bank (40,000+ items)	6,370	\$2.00	\$12,740.00
		Subtotal	\$159,934.50
		Discount Subtotal	(\$28,128.90)
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		Total Cost	\$131,805.60

Quote/Order Agreement

Pricing

Pricing in this agreement is valid until July 31, 2024.

Term

This Quote/Order Agreement is for the school year referenced in the Quote. The License to use ELS Products, ELS Assessment Content and/or the Pearson Item Bank is granted from the Effective Date of this Agreement through the end of the school year (June 30th) referenced in the Quote.

ELS Products

ELS Products are internet-based applications which help educators manage assessments and data. ELS grants Customer a License to access and use ELS Products during the Term specified in this Agreement.

ELS Assessment Content

ELS Assessment Content is created and maintained by ELS and includes individual items, materials associated with the items such as reading passages and graphics, tests, and scoring materials. Customer is granted a License to access and use any or all ELS Assessment Content for students registered within the Customer's schools/district for the sole purpose of performing assessments of those students during the Term specified in this Agreement. ELS Assessment Content may not be shared, duplicated, modified, or publicly displayed or reproduced without the written permission of ELS.

Pearson Item Bank

The Pearson Item Bank is created and owned by Pearson and includes individual items and materials associated with the items such as reading passages and graphics. A License to this bank grants Customer access and use of any or all Pearson Item Bank content for students registered within the Customer's schools/district for the sole purpose of performing formative assessments of those students during the Term specified in this Agreement. Pearson Item Bank content may not be shared, duplicated, modified, or publicly displayed or reproduced without the written permission of ELS.

Professional Services

Professional development will be performed by ELS at a mutually convenient time. ELS will not have any obligation to perform any professional development that is not scheduled within 12 months of the execution of this agreement.

This Order Agreement is governed by the Terms and Conditions located at <http://www.k12els.com/terms.pdf>, as amended in Exhibit A to this Order Agreement. In the event of any conflict between the Terms and Conditions and this Order Agreement, the Terms and Conditions, as amended herein, takes precedence. Licenses for the Pearson Item Bank are also governed by Terms and Conditions for that item bank, located at <http://www.k12els.com/pearsonterms.pdf>.

ELS and Customer acknowledge that they have read and understood the ELS Terms and Conditions, as amended herein, and the Pearson Terms and Conditions and have executed this Agreement as of the date signed below ("Effective Date").

Learning Explorer, Inc. successor in interest to
Educational Leadership Solutions, Inc.



Signature: _____

Date: April 17, 2024

Name/Title: Mark Rankovic, President & CEO

Customer:

District Name: Bullitt County Public Schools

Signature: _____

Date: _____

Printed Name/Title: _____

Exhibit A

Amendments to the Terms and Conditions

The following amendments are made to the Terms and Conditions located at <http://www.k12els.com/terms.pdf>.

1. Governing Law / Venue. This Order Agreement and the rights and obligations of the parties thereto shall be construed in accordance with and governed in all respects by the laws of the Commonwealth of Kentucky. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce this Order Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflicts of law principles. The courts of the Commonwealth of Kentucky shall be the sole and exclusive jurisdiction and venue for any civil action related to this Order Agreement.
2. Indemnification by Customer. Customer's obligation to indemnify the ELS Indemnified Parties shall be limited to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution.