



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

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Adrienne Usher, Deputy Superintendent  
Dr. Brandy Howard, Chief Academic Officer

DATE: May 4, 2026

RE: Learning Explorer, Inc.

The attached agreement reflects an updated and revised agreement between Learning Explorer, Inc. and Bullitt County Public Schools. This order agreement provides for the renewal of the Pathways Assessment platform for high schools within Bullitt County Public Schools for the 2026-2027 school year. The subscription includes access to an internet-based assessment platform featuring test building, administration, and reporting tools, as well as rostering through Clever. In addition to the core platform, the agreement covers Pathfinder advanced and comparative data reporting, specialized ELA and Math benchmark assessments for grades 9-11, and a comprehensive item bank containing ELA, Math, Science, and Social Studies content. The total cost for these licenses and instructional resources is \$71,646.00 and will be paid out of the Curriculum, Instruction, and Assessment budget. The contract has been reviewed by Eric Farris, Dinsmore & Shohl, LLP. Approval is requested for the Learning Explorer, Inc. agreement for the 2026-2027 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**

# Order Agreement

This quote is the Order Agreement once executed by the parties.

Vendor of Record for Orders

**LEARNING EXPLORER**

**Learning Explorer, Inc.**

PO Box 2113

Woburn, MA 01888-0113

[orders@learningexplorer.com](mailto:orders@learningexplorer.com)

(888) 909-9035

Sales Partner Presenting Quote

**LearningPartners**

475 Calvert Drive  
Paducah, KY 42003

Roger Choate

[roger@yourlearningpartners.com](mailto:roger@yourlearningpartners.com)

(270) 210-8907

## 2026-27 School Year

Customer: Bullitt County Public Schools  
Contact: Dr. Adrienne Usher  
Email: [adrienne.usher@bullitt.kyschools.us](mailto:adrienne.usher@bullitt.kyschools.us)  
Description: Pathways Assessment renewal for high schools only.

Quote Number: 10008-3  
Quote Date: Apr 21, 2026  
Expiration Date: May 21, 2026  
Subscription Start Date: Jul 1, 2026  
Subscription End Date: Jun 30, 2027

Product	Quantity	Unit price	Total cost
<b>Student</b>			
<b>Pathways Assessment (Per Student)</b> <i>Grades 9-11</i> Assessment platform, including (i) test building & administration, (ii) Pathways Assessment test reporting, (iii) rostering via Clever, ClassLink and Pathways Sync, and (iv) Desmos calculators.	3,170	\$6.00	\$19,020.00
<b>Pathfinder (Per Student)</b> <i>Grades 9-11</i> Comparative data reporting for class, school and district benchmark and state level performance.	3,170	\$2.50	\$7,925.00
<b>Pathfinder Advanced Reporting - 1 Term Only</b> <i>Grades 9-11</i> Pathfinder advanced reporting - provides value-added data for teacher, school and district level performance	3,170	\$1.00	\$3,170.00
<b>ELA Benchmarks</b> <i>Grades 9</i> Interim (2) and comprehensive (1) benchmark assessments	1,035	\$5.00	\$5,175.00
<b>ELA Benchmarks</b> <i>Grades 10</i> Interim (2) and comprehensive (1) benchmark assessments	1,058	\$5.00	\$5,290.00
<b>Math Benchmarks (Algebra I)</b> <i>Grades 9</i> Customized (2) and comprehensive (1) benchmark assessments	1,035	\$5.00	\$5,175.00
<b>Math Benchmarks (Geometry)</b> <i>Grades 10</i> Customized (2) and comprehensive (1) benchmark assessments	1,058	\$5.00	\$5,290.00
<b>Math Benchmarks (Algebra II)</b> <i>Grades 11</i> Customized (2) and comprehensive (1) benchmark assessments	1,077	\$5.00	\$5,385.00
<b>Pathways Resources</b> <i>Grades 9-11</i> Power Checks, Stepping Stones, Instructional Resource Bundles & AI Teacher Tools	3,170	\$1.80	\$5,706.00

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**Pathways Item Bank***Grades 9-11*

ELA, Math, Science &amp; Social Studies Item Bank

3,170

\$3.00

\$9,510.00

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**Subtotal****\$71,646.00**

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**Final total****\$71,646.00**

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# Order Agreement

## Pricing

Pricing in this Order Agreement (the "Agreement") is valid until the Expiration Date on the Quote.

## Term

The License to use the Learning Explorer Products, Learning Explorer Assessment Content and/or the Pearson Item Bank referenced in the Quote is granted for the period commencing on the Subscription Start Date and ending on the Subscription End Date as referenced in the Quote.

## Learning Explorer Products

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

## Learning Explorer Assessment Content

Learning Explorer Assessment Content is created and maintained by Learning Explorer 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 the Learning Explorer Assessment Content referenced in the Quote 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. Learning Explorer Assessment Content may not be shared, duplicated, modified, or publicly displayed or reproduced without the written permission of Learning Explorer.

## 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. Customer is granted a License to access and use the Pearson Item Bank content if referenced in the Quote 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 Learning Explorer.

## Professional Services

Professional development will be performed by Learning Explorer at a mutually convenient time. Learning Explorer will not have any obligation to perform any professional development that is not scheduled during the Term of this Agreement.

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

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

**Learning Explorer, Inc.**

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

**Name/Title:** Mark Rankovic, President & CEO

**Name/Title:** \_\_\_\_\_

## **Exhibit A**

### **Amendments to the Terms and Conditions**

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

1. Section 9.1 is removed in its entirety.
2. In Section 11.2, the "State of Mississippi" is replaced with the "Commonwealth of Kentucky".

The following amendments are made to the Pearson Terms and Conditions located at [www.k12els.com/pearsonterms.pdf](http://www.k12els.com/pearsonterms.pdf).

1. Section 8 is removed in its entirety.
2. In Section 10.2, the "State of Mississippi" is replaced with the "Commonwealth of Kentucky".