



Quote Number
Prepared on
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Prepared by

Q-09535 - 1
2/27/2026
7/31/2026
Curtis Gomez

Bill to: Boone County School District
8330 US HIGHWAY 42
FLORENCE, KY 41042

Ship to: Boone County School District
8330 US HIGHWAY 42
FLORENCE, KY 41042

Any questions about this proposal may be directed to your Partnership Director:
Curtis Gomez -
curtis@flashlight360.com
- +1 8014136007

Qty	Product	Description	Unit Price	Total
800	Flashlight360 - Student License + Insight Premium	The Student License + Insight Premium is a 12-month subscription for a student to utilize Flashlight360, it includes scoring of the beginning of the year (BOY), middle of the year (MOY), and end of year (EOY) benchmark by the Flashlight Insight Team. It also includes all updates, resources, and access for all building teachers, administrators, and district administrators.	\$100.00	\$80,000.00
800	Flashlight Learning Sparks	Flashlight Learning Sparks are mini lessons crafted to strengthen data-informed instruction and support personalized student learning and language development. Each mini lesson features differentiated scaffolds to meet a range of language proficiency levels. Skill-focused instruction is amplified through paired A/B lessons, offering multiple opportunities for practice and growth. Each set includes teacher slides, student slides, and printable resources such as graphic organizers to enhance learning.	\$0.00	\$0.00
3	Professional Development Virtual Event	60-90 minute online professional development session delivered by a dedicated Educational Coach designed to support educators in their utilization of Flashlight360. Topics include, but are not limited to: - Getting Started with Flashlight360 - Scoring and Calibration - Building Prompts - Scaffolds & Supports - Goal Setting - SPARKS - Coaching Sessions	\$750.00	\$2,250.00

Sub Total \$82,250.00

District Wide Pilot Year Discount

Discount \$20,000.00

Total \$62,250.00

Note:
As discussed with Alisa, this will be a district-wide pilot year. We will open up access to all EL Students and their teachers so that additional grades will have the option to use the program. This will help us know the direction we need to go with purchases in future years.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and Flashlight Learning ("Vendor"), and is intended to amend, modify, and supplement the partnership and services (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Availability of Funds. Notwithstanding any termination provisions contained in the Agreement, the District's obligations under the Agreement are expressly contingent upon the availability and lawful appropriation of funds. In the event that sufficient funds are not appropriated, allocated, or otherwise made available to the District for the purpose of making payments under the Agreement, the District shall have the right to terminate the Agreement, in whole or in part, upon written notice to the Vendor. Such termination shall be effective as of the date specified in the notice and shall not constitute a breach of the Agreement. Upon termination for lack of funding, the District shall have no

further obligation to make payments for services not performed as of the effective date of termination, and no liability or obligation of any kind shall accrue or be incurred by the District beyond that date.

Section 5. Limitation on Indemnification. To the extent the Agreement contains any provisions obligating the District to indemnify, defend, or hold harmless the Vendor, such provision shall be effective only to the extent permitted by Kentucky law. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity or governmental immunity of the District, its Board, officers, employees, or agents.

Any indemnification obligation of the District is expressly limited by Section 177 of the Kentucky Constitution and all other applicable provisions of Kentucky law, including restrictions on the creation of debt and the expenditure of public funds. The District does not agree to indemnify or hold harmless any party for liabilities or obligations that exceed or are inconsistent with those legal limitations.

Section 6. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 7. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: 6/11/2026

Printed Name: Mr. Jesse Parks

Title/Position: Board of Education Chairperson

Flashlight Learning

By: Curtis Gomez

Date: 5/4/2026

Printed Name: Curtis Gomez

Title/Position: Partnership Director