

**CONTRACT NAME: AGREEMENT BETWEEN IMAGINE LEARNING AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: Imagine Learning provides strategic first language support to facilitate and enhance English language learning throughout DJUSD. Teachers are able to provide support by providing specific lessons to students, and by monitoring student progress.

FISCAL IMPACT: The \$31,500 cost of this agreement is funded in the approved budget.



PURCHASE CONTRACT QT58904

This purchase contract (“**Agreement**”) documents a purchase made by Davis Unified School District in the state of California (“**Customer**”) from Imagine Learning, Inc. (“**Company**”). In exchange for the consideration described below, Company will provide Customer access to the following educational software product(s) for the term(s) described below:

Product	License Type	Quantity	Anticipated Term Dates
Imagine Language & Literacy	Student License	210	11/01/2018 - 10/31/2019

The total cost of Customer’s subscription to the product(s) listed above is \$31,500.00. This amount is to be tendered to Imagine Learning, Inc. (address in footer) in the following increments:

Payment	Amount Due	PO Deadline	Payment Deadline
Payment 1	\$31,500.00	11/30/2018	12/31/2018

Customer agrees to implement and use the program(s) with fidelity in accordance with the minimum usage recommendations shown on the attached Exhibit A. Exhibit A also includes implementation and support guidelines for Customer’s use.

This Agreement is a one-time offer and may be revoked if either or both of the following conditions are not met: (i) a copy of this Agreement, signed by Customer, is received by Imagine Learning, Inc. on or before 10/31/2018, and (ii) an approved purchase order from Customer is received on or before 11/30/2018.

ACCEPTED AND AGREED:

Davis Unified School District

Imagine Learning, Inc.

By: _____

By: _____

Print: Bruce Colby

Print: J. Brent Taylor

Title: Chief Business & Operations Officer

Title: Vice President, Finance

Date: _____

Date: _____

CUSTOMER: Provide email address here if you would like to receive an electronic copy of this document once signed. _____





**EXHIBIT A
IMPLEMENTATION, TRAINING, and SUPPORT INFORMATION
&
MINIMUM USAGE GUIDELINES**

1. **Implementation and Training Services.** Your purchase of our software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on your quote.
2. **Support and Upgrades.** As part of the license purchase, Imagine Learning will provide the following support services and software upgrades to you:
 - a. Imagine Learning support is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST.
 - b. Calls to Imagine Learning support by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
 - c. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
 - d. Support services and upgrades are included at no additional charge for the duration of the contract’s license term.
 - e. Imagine Learning will provide updates to the software on a regular basis; the district will be notified regularly by Imagine Learning of new content and will receive newly developed content when available during the term of the licenses.
3. **Usage.** Below is the recommended minimum usage for each of our products. Please observe these minimums to ensure the success of your students!

Product	Grades	Session Length	Number of Sessions per Week
Imagine Language & Literacy	Pre-K-K	15 minutes	Struggling readers: 3 Students on or above grade level: 2
	1-2	20 minutes	
	3+	25-30 minutes	
Imagine Español	Pre-K-1	15-20 minutes	All students: 3
Imagine Math Facts	All	30 minutes	All students: 1
Imagine Math	All	30-45 minutes	All students: 2+
Blueprint	Pre-K-1	20-30 minutes	All students: 3-4
Smarter Solving	2-5	30 minutes	All students: 2
STAAR Readiness	2-8	30 minutes	All students: 2

Davis Joint Unified School District

Imagine Learning

Terms of Service

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the Code.Org website or iOS Apps, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions

By: 

Title: Vice President, Finance

Date: October 30, 2018