



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

9/4/2020

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve continuing a contract with Rosetta Stone Foundations for K-12, an English language software to supplement instruction for English Learner Newcomers in grades 6-12 at Turkey Foot Middle School and Dixie High School for the 2020-21 school year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

In order to ensure our English Learners are college and career ready, KCSD has identified newcomer education as a 2020-21 EL Area of Focus. Newcomers in grades 6-12 throughout the district will attend newcomer classes at Turkey Foot and Dixie High School. Rosetta Stone Foundations for K-12 is a research-based, proven method that will allow our students to work at their own pace and quickly advance in the fundamentals of English in order to participate in the more rigorous demands of academic language.

**FISCAL/BUDGETARY IMPACT:**


35 student licenses will cost \$5945.00 - Title III Budget

**RECOMMENDATION:**


Approval of continuing a contract with Rosetta Stone Foundations K-12 for English language software for English Learner Newcomers at Turkey Foot Middle School and Dixie High School for the 2020-21 school year.

**CONTACT PERSON:**

Kacie Adams-Browning, EL Coordinator

  
Principal

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



## SERVICE ORDER FORM

September 8, 2020

Rosetta Stone Ltd.  
135 West Market Street  
Harrisonburg, Virginia 22801  
(P) 800-788-0822  
(F) 540-437-2843  
www.rosettastone.com

Rosetta Stone Contact:  
Ben Steelman  
Account Manager, K-12 Education  
Phone: 540-705-4739  
Email: [bsteelman@rosettastone.com](mailto:bsteelman@rosettastone.com)

**Customer Shipping Address:**

Kacie Adams-Browning  
EL Coordinator  
Kenton County School District  
1055 Eaton Drive  
Ft. Wright, KY 41017  
US

Contact Phone: 8599572613  
Contact Email: [kacie.adamsbrowning@kenton.kyschools.us](mailto:kacie.adamsbrowning@kenton.kyschools.us)

**Customer Billing Address:**

Kacie Adams-Browning  
EL Coordinator  
Kenton County School District  
1055 Eaton Drive  
Ft. Wright, KY 41017  
US

Billing Contact: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Billing Contact Email: \_\_\_\_\_

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Thirty-five (35) Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period. Includes one (1) Online Professional Development Session.	1	USD 5,954.00	USD 5,954.00
Sub Total			USD 5,954.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 5,954.00
<b>Notes</b>			
<ul style="list-style-type: none"> <li>1 - Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.</li> <li>2 - The professional development referred to above must occur within six months following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate.</li> </ul>			

Pricing is valid for 30 days.

**TERM AND TERMINATION**

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of September 8, 2020 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one year each, unless a party gives the other party written notice of termination of this Order Form at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal of the term of this Order Form, Licensor shall have the right to propose revisions to the pricing and other terms set forth in this Order Form to be effective for the next renewal period. If the parties fail to agree in writing on the revisions to this Order Form prior to the commencement of the renewal term, this Agreement will terminate on the expiration date of the then current term. Incremental add-on licenses for a site will be priced at the renewal rate consistent with the term of the renewal (and not be prorated).

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

#### **INVOICING AND PAYMENT TERMS**

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

#### **ACCEPTANCE**

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K12 Education License Agreement (the "K12 License"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The K12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

#### **ROSETTA STONE LTD.**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

#### **KENTON COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date