

DATE:

5/26/2021

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 3-12 districtwide for the 2021-22 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 continued EL Area of Focus. 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:

50 student licenses will cost \$6250.00 Title III Budget

RECOMMENDATION:

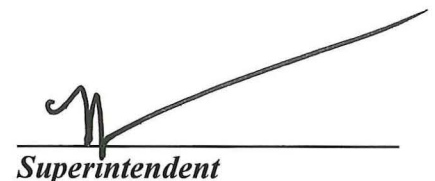
Approval to continue a contract with Rosetta Stone Foundations K-12 for English language software for English Learner Newcomers in grades 3-12 for the 2020-21 school year.

CONTACT PERSON:

Kacie Adams-Browning


Principal/Administrator


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.*

SERVICE ORDER FORM

May 18, 2021

Rosetta Stone Contact:
David Norris
Phone: 614-570-7825
Email: dnorris@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

Customer Billing Address:

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

Billing Contact: Kacie Adams-Browning
Billing Contact Phone: 8599572613
Billing Contact
Email: kacie.adamsbrowning@kenton.kyschools.us

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
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.	50	USD 125.00	USD 6,250.00
Sub Total			USD 6,250.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 6,250.00
Notes			
<ul style="list-style-type: none"> 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. 			

Pricing is valid through June 15, 2021.

TERM AND TERMINATION

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).

Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all services must be used within the Subscription Period; unused Product licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Rosetta Stone may suspend delivery of the Product/services in the event that Customer fails to make any payment when due.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon acceptance of this Order Form by both parties. Invoices are payable on Net 90 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. 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