

## JEFFERSON COUNTY PUBLIC SCHOOLS CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and NCS Pearson, Inc. (hereinafter "Contractor"), with its principal place of business at 5601 Green Valley, Bloomington, MN 55437.

### WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

### ARTICLE I

#### Entire Agreement; Amendments

This Contract along with Terms and Conditions of Sale and Use of Pearson Products, as set forth in Exhibit A, and the Pearson Quote 118977 as Exhibit B, are the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail. In the event of a conflict between this Contract and the Terms and Conditions of Sale and Use of Pearson Products at Exhibit A, or a conflict between this Contract and the Pearson Quote 118977 at Exhibit B, then this Contract shall control.

### ARTICLE II

#### Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business.

The Products/Services are as follows:

1. Contractor shall provide the Board with its *Digital Assessment Library for Schools: Complete* through *Q-global* and *Q-interactive*. Digital Assessment Library for Schools: Complete includes digital administration, or scoring, and response booklets for the KABC-II (Scoring Only), WAIS-IV, WISC-V, WPPSI-IV, KTEA-3, WIAT-4, WRMT-III (Scoring Only), WRAT5, CELF Preschool-3, CELF-5, CELF-5 Metalinguistics (Scoring Only), GFTA-3, KLPA-3, PPVT-5, EVT-3, PEDI-CAT, BOT-2 (Scoring Only), Sensory Profile, BASC-3, Brown EF/A Scales, BYI-2, SSiS SEL, Vineland-3, M-PACI, MACI-II, MAPI, and MMPI-A-RF, CVLT-C, CVLT-3, D-KEFS

(Select Subtests), D-REF, NEPSY-II (Select Subtests), RBANS Update, WMS-IV and limited number of BASC-BESS Screening System, SSIS-SEL Screener, Shaywitz DyslexiaScreen, and Raven's 2.

2. During the Term of Contract, Contractor will provide **free record forms/response booklets** for the following Clinical Assessments: KABC-II, KBIT-2, WASI-II, WNV, DAS-II, WRIT, WRMT-III, PAL-II, NEPSY-II, DKEFS, WRAML, PLS-5, CELF-5 Metalinguistics, Beery VMI, and BOT-2.

Contractor hereby grants to the Board a non-exclusive, non-transferable, limited license and right to use, the Licensed Product(s) as mentioned on the attached Pearson Quote 118977 as Exhibit B.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Total of <b>\$585,016.50</b> for the Term of Contract.
Progress Payments (if not applicable insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	IDEA Part B

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 28, 2021, and shall complete the Services no later than June 30, 2024, unless this Contract is modified as provided in Article VIII.

## ARTICLE V

### Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. Notwithstanding the foregoing, Contractor shall only be responsible for any loss, damage, liability, claim or expense to the extent that: (1) it is alleged and established that such loss, damage, liability, claim or expense was occasioned by the negligence or willful misconduct of the Contractor or its employees or agents; and (2) Contractor is given prompt written notice of any such claim and is accorded the opportunity, at its own expense, to handle the defense against any such claim. The defense and/or settlement of any such claim by the Board without such notice and opportunity to Contractor shall relieve Contractor of any further obligations with regard to any such claim. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

## ARTICLE VI

### Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

## ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

## ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

## ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

## ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of thirty (30) days after receipt of notice specifying the breach or failure. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") newly created/produced and specifically developed by Contractor under this Contract, for and solely used by the Board. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board. Works specifically

excludes any third party materials or pre-existing software, data, training materials, or products. Contractor will retain all ownership and related licensed rights in any intellectual property, existing software, data, materials or products, and any mere enhancements, modifications, translations or revisions of any such intellectual property, software, data, materials, or products, which may be furnished by Contractor in furtherance of the products and services to the Board. The Contractor is providing services to the Board on a limited license basis as governed by the Terms and Conditions of Sale and Use of Pearson Products (as mentioned under Exhibit A).

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

### ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services, subject to providing reasonable notice. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract. Any documentation provided as part of such audits shall be deemed confidential to the Contractor.

### ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.



- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.
- I. Neither party shall be liable for any failure to perform under any resulting contract when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, strikes, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 28, 2021.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF EDUCATION

NCS Pearson, Inc.  
CONTRACTOR

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

Martin A. Pollio, Ed.D.  
Title: Superintendent

By: Arthur Vall

Arthur Valentine  
Title: Managing Director for Clinical Assessment,  
a division of NCS Pearson, Inc.

Cabinet Member: Kim Chevalier \_\_\_\_\_

(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.)  
State the date the emergency was declared by the superintendent:
2. There is a single source for the items within a reasonable geographic area  
Explain why the vendor is a single source:
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist  
State the type of service: Education Specialist: Software License
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —  
State the item(s):
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —  
State the type(s) of item(s):
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —  
State the item(s):
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools—  
State the location:
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —  
Explain the logic:
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —  
State the items:

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Rashawna Mullaney

Print name of person making Determination

ECE Psychologists

School or Department

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

[Click or tap here to enter text.](#)

Name of Contractor (Contractor Signature Not Required)

[Click or tap here to enter text.](#)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations



## **/EXHIBIT A**

### **TERMS AND CONDITIONS OF SALE AND USE OF PEARSON PRODUCTS**

#### **1. Acceptance of Ts & Cs<sup>a</sup>**

Sales of Pearson Products<sup>b</sup> and Other Publisher's Products<sup>c</sup> (together referred to as "Products") by Pearson's Clinical Assessment group<sup>d</sup> and the purchase and use of Products by Customer<sup>e</sup> are conditioned upon acceptance of these T's & Cs. Customer agrees to these T's & Cs by submission of a User Acceptance Form, order(s) for tests or scoring services, or by paying part or all of a Pearson Invoice. If any provision of the T's & Cs is found to be illegal or unenforceable, the remaining provisions will be enforced. Issues involving copyright and patent will be resolved under US Federal Law.

#### **2. Warranty**

Pearson warrants that the Pearson Products published directly or under license by Pearson in their standard form will not infringe any valid, third-party, U. S. patents or copyrights existing at the time of publication. This warranty does not extend to any Other Publisher's Product or to any infringement arising from the use of the Pearson Products in combination with any systems, software, or equipment supplied by a third party. If Customer promptly notifies Pearson of an infringement claim concerning a Pearson Product and accords Pearson the right, at its sole option and expense, to handle the defense of the infringement claim, Pearson will indemnify and hold Customer harmless from/against such infringement claim related solely to that Pearson Product. Pearson may, in its sole discretion, furnish Customer with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed Pearson Product. Except as stated herein, Pearson makes no other warranties, express or implied, with respect to the products. All other warranties, including implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

#### **3. Geographical embargoes and restrictions**

Please note that Pearson may restrict the sale of certain test materials within specific geographic regions because of various contractual arrangements or governmental restrictions. If the Product(s) have been rightfully obtained within the United States, Customer warrants and represents that neither the products nor any technical data received by the Customer from Pearson will be exported outside of the United States, except as authorized by the laws and regulations of the United States.

#### **4. Risk of loss and returns**

Shipping within the USA is FOB Destination with freight from Pearson's warehouse charged to Customer. Returns are to be made in accordance with the [Returns Policy](#).

#### **5. Limitation of liability and limitation on claims**

In no event will Pearson be liable for any indirect, incidental, consequential, exemplary, or special damages arising out of these t's & c's, purchase, or use of Pearson products or services. Notwithstanding any other provision or agreement between customer and Pearson, Pearson's total liability to any party, arising out of these t's & c's, purchase, or use of products, except as it relates to Pearson's willful misconduct, will not exceed the amount paid by customer for the products or services.

#### **6. Copyright and trade secrets**

Pearson Products are protected by various intellectual property laws, including trade secrets, copyright, and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these T's & Cs. Pearson software outputs, including but not limited to reports, are protected as trade secrets. Trade secrets are exempt from disclosure in response to requests made pursuant to HIPAA or to any other data disclosure law that exempts disclosure of information or documents protected as trade secrets.

Customer acknowledges and agrees that the use or disclosure of Pearson trade secrets or confidential information may cause Pearson irreparable harm for which remedies other than injunctive relief may be inadequate. If Customer is required to disclose secure test materials pursuant to a subpoena, by state or federal law, or court order, please refer to Pearson's Legal Policies at [pearsonclinical.com/legal.html](http://pearsonclinical.com/legal.html) [<https://www.pearsonassessments.com/footer/legal-policies.html>].

## 7. Test security

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test
- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (for example, filming an administration) in any manner, electronically or otherwise, including posting on any mass media or social media site, without the prior written permission of Pearson
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use
- Test materials and scores may be released only to persons qualified to interpret and use them properly
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college, or institution that administered the test
- Test materials must not be resold, re-licensed, transferred, or otherwise redistributed for any purpose without prior written permission from Pearson.

## 8. Indemnification

Intentionally omitted

## 9. Requests for permission to license Pearson intellectual property

Requests to reproduce, translate, modify, or adapt any Pearson Product must be submitted in writing and directed to: Intellectual Property Licensing by e-mail at [pas.licensing@pearson.com](mailto:pas.licensing@pearson.com).

## 10. Payment

Pearson will invoice institutional Customers if orders are received on official purchase orders with tax exempt certificate on file at Pearson (if applicable). All invoices are payable net 30 days. Payment must accompany other orders. Pearson accepts payment by check or money order; Credit cards (Visa, MasterCard, American Express, or Discover) are accepted for online or phone orders only. Credit cards are not accepted with email, fax, or mail orders in order to protect customer privacy. Prepayment is required for all new accounts. Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. Payment must be made in US dollars. Customer is responsible for all taxes and tariffs related to intercountry shipments. Pearson will collect and report state and local taxes applicable to the Customer's shipping address.

## 11. Orders on hold

Please note that Pearson may place your order on hold for issues relating to credit, insufficient customer information for processing the order, lack of or incomplete qualifications or other issues that would restrict the sale of an assessment. Our team is dedicated to clearing these issues as fast as possible so that you can receive your order.

## 12. Modifications of terms and conditions

Pearson, without any penalty or liability, reserves the right to (a) publish or replace current products with new, revised, or updated products at any time; and (b) place any product "out of print" or discontinue offering the product for purchase.

### 13. Qualifications

Customer agrees that it is Customer's responsibility to use any Products in accordance with Pearson's Qualification Policies and applicable professional guidelines. Customer understands and agrees that the Products are intended to be used as tools in the overall assessment process, are not to be used for self-guidance, and are not designed to be used alone or to replace Customer's professional judgment. Pearson is not responsible for any claims or damages incurred in connection with Customer's or any third party's use or misuse of the Products. Customer agrees to guard against the improper use of the Products in order to retain the right to purchase those Products.

To protect their security and value, Products may not be resold, re-licensed, transferred or otherwise further distributed without prior written permission from Pearson. Reselling on any online site or by any other method is strictly prohibited and will disqualify Customer from future purchases of Pearson Products or services. Customer's purchase of Pearson Products does not grant Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as non-Pearson scoring system or software. However, if Customer licenses and uses Pearson software, Customer may excerpt portions of output reports, limited to the minimum text necessary to accurately describe the qualified User's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with Customer's profession's citation standards, if any. No adaptations, translations, modifications, or special versions may be made without prior permission in writing from Pearson (see Section 9). Violation of these Ts & Cs may result in the revocation of a Customer's right to purchase as a qualified Customer.

### 14. Organizational accounts

Pearson's website and business systems include both individual and organizational level accounts. Users may purchase on behalf of themselves as an individual or be connected to one or several organizations. Being linked to an organization account and making purchases on the organization's behalf requires that a user either work for or at the behest of that organization and has prior authorization from the organization. If a user finds that they were added to an incorrect account they must contact customer support to request being removed from that account.

By being part of an organizational account, qualified users agree to allow others within that organization to purchase on their behalf. Purchases made within an organizational account may be viewed by organizational administrators. Administrators may also view any users (including their name, email address, and qualification level) that are connected to their organization's account.

If a user does not agree to these terms they must request to be removed from an organizational account by contacting Customer Support.

### 15. Definitions and notes

<sup>a</sup> "Ts & Cs" means Pearson Terms and Conditions of Sale and Use and the Qualifications and return policies referenced in these Ts & Cs. A printed copy of the Ts & Cs, including the referenced policies, is available by calling 800-627-7271. These terms may be viewed in 12 point type at our Website.

<sup>b</sup> "Pearson Product(s)" means assessment instruments (including those formerly published by AGS Publishing and Harcourt Assessment, Inc.) and/or materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by Pearson.

<sup>c</sup> "Other Publisher's Products" means assessment instrument(s) and/or material(s) (including but not limited to software, administration and user reference materials, manipulatives, reports, and services not published by Pearson.

<sup>d</sup> "Pearson" means the Clinical Assessment business unit of NCS Pearson, Inc.

<sup>e</sup> "Customer" means the purchaser and qualified User of a Product.

<sup>f</sup> "Website" means PearsonAssessments.com, PearsonClinical.com, and/or Pearsonassess.com

<sup>g</sup> "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), Pearson software license (if applicable) and all federal, state, and local laws and regulations, including, but not limited to HIPAA and FERPA. Use of psychological tests in employment-

related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

#### 16. Product License Agreements and Terms

In addition to the Ts and Cs herein, the following Product specific license Terms and Conditions are incorporated into this agreement and apply only to the purchase and use of those specific Products:

- [Q-Interactive](#)
- [Q-Global](#) (PDF | 85.82 KB)
- [Digital Assessment Library](#) (PDF | 43.05 KB)

\*\*Terms and conditions also includes these additional [Legal Policies, Website Terms of Use, Privacy Statement, Patent Notice, and Accessibility policies](#).

**EXHIBIT B**

**Pearson Quote No. 118977**

*(to be attached)*





Pearson

## QUOTE / PROFORMA

**Customer Bill-to:**

JEFFERSON COUNTY PUBLIC  
SCHOOLS  
PO BOX 35340  
LOUISVILLE KY, 40232-5340

**Attention:**

**Customer Ship-to:**

JEFFERSON COUNTY PUBLIC SCHOOLS  
2020 NEWBURG RD  
LOUISVILLE KY, 40205-1803

**Attention:**

**NCS Pearson, Inc.**

P.O Box 599700,  
San Antonio, TX 78259  
Tel: 800-627-7271  
Tax ID No:  
41-0850527

Quote/Proforma Number : 118977  
Date : 18-MAY-2021  
Customer Account# : 3840794  
Sales Order Number : 118977  
Customer PO# :  
Currency : USD  
Shipment Terms : Paid  
Customer Tax Number :  
Number of Pages : Page 1 of 2

PRICES HELD FOR 30 DAYS. RETAIN QUOTE/PROFORMA IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :			REMITTANCE INFORMATION	
Other Charges :	USD	\$0.00	<b>Make Checks Payable to:</b>	<b>Bank Wire to:</b>
Net Amount :	USD	\$585,016.50	13036 COLLECTION CENTER DRIVE	Bank of America N A
Tax Total :	USD	\$0.00	CHICAGO	071000039
Quote/Proforma Total :	USD	\$585,016.50	60693	A/C No: 8188105388
Amount Due :	USD	\$585,016.50	NCS Pearson, Inc.	SWIFT : 071000039



Quote/Proforma Number: 118977						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
DALSCOMPLETE	DAL-Schools-Complete	12581	15.50	NET	0.00	\$195,005.50
DALSCOMPLETE	DAL-Schools-Complete	12581	15.50	NET	0.00	\$195,005.50
DALSCOMPLETE	DAL-Schools-Complete	12581	15.50	NET	0.00	\$195,005.50

\*\*\* IMPORTANT CUSTOMER MESSAGES \*\*\*

DIGITAL ASSESSMENT LIBRARY FOR SCHOOLS  
3-YEAR QUOTE

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$585,016.50	\$0.00	\$0.00	\$585,016.50

Terms And Conditions

<https://www.pearsonassessments.com/footer/terms-of-sale—use.html>