



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

Issue Paper

DATE:

February 26, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve The sales contract with Certiport for a Microsoft Office Specialist Site license to provide up to 500 MOS tests at Dixie Heights High School for the 2023-2024 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Kenton County School District has put an emphasis on all students being college and/or career ready when they graduate high school. One of the ways that a student can show that they are career ready is to earn industry certifications. This purchase allows the students that are in the Digital Literacy class at Dixie Heights High School the opportunity to show their mastery of the materials and earn industry certifications in any of the following programs: Microsoft Outlook, Microsoft Excel, Microsoft Access and Microsoft Word. All of these tests were offered through the contract with Certiport.

FISCAL/BUDGETARY IMPACT:

Total cost of the practice tests and MOS site license is \$5100.00. \$1405.00 will come from the Dixie Heights High School Perkins funds and the remaining balance of \$3695.00 will come from Dixie Heights High School LAVEC funds.

RECOMMENDATION:

Approval Enter into the contract with Certiport to provide up to 500 Microsoft Office Specialists tests for the 2023-2024 school year at Dixie Heights High School.

CONTACT PERSON:

Roddy Stainforth, Teresa Catchen


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.



A PEARSON VUE BUSINESS

Prepared By Ashley Caldwell
Email ashley.caldwell@pearson.com
Phone (801) 847-3146
Created Date 3/11/2024
Expiration This quote is valid until 07/31/2024
Quote Number 00143689
Certiport ID 90051703

*** This is not an invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
1633 W. Innovation Way, 5th Floor
Lehi, UT 84043
USA

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

ashley.caldwell@pearson.com

Bill To Name KYDOE - Dixie Heights High School
Bill To 1055 Eaton Drive
Fort Wright, KY 41017
USA

Ship To Name KYDOE - Dixie Heights High School
Ship To 3010 Dixie Highway
Fort Mitchell, KY 41051
USA

Prepared For

Shane Stamper

shane.stamper@kenton.kyschools.us

Product ID	Product	Quantity	Sales Price	Total Price
1102735	(CertPREP) MOS Practice Tests, up to 500 User License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	\$1,725.00	\$1,725.00
1101634	MOS License - US K-12	1.00	\$3,375.00	\$3,375.00

**** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$5,100.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.



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Prepared By	Ashley Caldwell
Email	ashley.caldwell@pearson.com
Phone	(801) 847-3146
Created Date	3/11/2024
Expiration	This quote is valid until 07/31/2024
Quote Number	00143689
Certiport ID	90051703

3. Payment, Prices and Setoff. Payment shall be made in accordance with KRS 45.453. All bills shall be paid within thirty (30) working days of receipt of goods and services or a vendor's invoice except when the purchasing agency has transmitted a rejection notice to the vendor. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. Termination shall be in accordance with 200 KAR 5:312. **FUNDING OUT PROVISION:** The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer shall, at all times, comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. Intentionally Left Blank.

11. Buyer Specifications Indemnity. Intentionally Left Blank.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Intentionally Left Blank.

14. Infringement by Buyer. Intentionally Left Blank.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed under the laws of the State of Kentucky. The parties to this Agreement hereby designate the Franklin Circuit Court of the Commonwealth Of Kentucky as the court of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such court. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

Terms of Service

1. CONDITIONS OF USE

NCS Pearson, Inc. and/or its affiliates ("Pearson VUE", "we", "our" or "us") provide this website and services expressly subject to the following terms and conditions ("Terms"). We may change or modify these Terms from time to time. If a modification or change is unacceptable to you, you may terminate agreement by ceasing to use the website. Please review these Terms to ensure they are acceptable to you. Any use by you of this website constitute agreement to be bound by the Terms. **Provisions Not Applicable In New Jersey: Pursuant to the New Jersey Truth in Consumer Contract Law and Notice Act ("TCCWNA"), Sections 6, 7, 8, 9, 10 and 14 of these Terms of Service do not apply to those persons covered by that law.**

2. PRIVACY

Please review our [Privacy Policy](#), which also governs your use of PearsonVUE.com, to understand our practices. You acknowledge and agree to the use of your data in accordance with the privacy policy.

3. ELECTRONIC COMMUNICATIONS

When you use or visit PearsonVUE.com or send e-mails to us, you are communicating with us electronically and you therefore expressly consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. LICENSE AND SITE ACCESS

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5. EPIDEMIC RESPONSE

Pearson VUE reserves the right to refuse to allow test-takers to take exams within a Pearson VUE test center if Pearson VUE reasonably believes that such test-taker may be infected with COVID-19 (coronavirus).

6. SOFTWARE DOWNLOADS

Any software available for download from this site is protected by copyright. Use of such software is governed by the terms and conditions of the end user license agreement that accompanies or is included with the software. Downloading, and/or using such software indicates your acceptance of the terms of the end user license agreement.

7. COMPUTER VIRUSES

While it is very unlikely to occur, Pearson VUE is not responsible for any damage to data, software, computer, telecommunications or other equipment (including damage caused by virus transmission) that you may experience as a result of visiting this website or any of its links.

8. YOUR ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use Pearson VUE.com or our services with involvement of a parent or guardian. Pearson VUE reserves the right to refuse service, terminate accounts, remove or edit content, or cancel or suspend your access at their sole discretion.

9. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Any third party may be allowed to post reviews, comments, and other content; and submit suggestions, ideas, comments, questions, or other information so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." Pearson VUE reserves the right (but not the obligation) to remove or edit such content. You acknowledge, agree and understand that Pearson VUE does not regularly review posted content on the website.

1. The first step is to identify the variables that are likely to influence the outcome variable. In this case, the variables are the number of hours worked per week, the number of children in the household, and the number of children under the age of 6.

5. THIRD PARTY WEBSITES

Any links provided to third party websites, or information supplied about third parties (third party Information) on NCS Pearson's websites are supplied for convenience. Linked sites are not under the control of NCS Pearson; and NCS Pearson is not responsible for any third party linked sites, the content of such sites, any use of the same, or for third party information. The inclusion of a link or third party information does not imply endorsement by NCS Pearson of the linked site or third party information, any organization or person associated with the linked site or third party information, or any products or services offered or marketed through the linked site or by the third party.

16. RESERVATION OF RIGHTS FOR TEXT AND DATA MINING

Pearson VUE reserves its rights to use the works, content, and data made available by it (collectively "Works") for the purpose of text and data mining for the automated analysis of individual or multiple digital or digitized Works for the purpose of obtaining or generating information, in accordance with Article 4 (3) of Directive (EU) 2019/790. Use of such Works for text and data mining is only permitted with the express and written consent of Pearson Education and otherwise prohibited, except that text and data mining for purposes of non-commercial scientific research or as otherwise required by applicable law remains unaffected.

17. COMPLETE AGREEMENT

The Terms constitute the whole legal agreement between you and NCS Pearson and govern your use of the website and any content and completely replace and supersede any prior agreements between you and Pearson VUE, whether written or oral, in relation to the website or any service thereof.

18. SEVERABILITY

If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable or the alternative remove it without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.