



Board Rationale

File #: 18-877

TITLE

Renewal of CATC Agreement with Certiport, a business of NCS Pearson, Inc.

BACKGROUND INFORMATION

Certiport provides industry certification testing to all middle and high schools in the Monroe County School District in accordance with the CAPE Act. Industry certification is a contributing factor in the A+ School Grades calculation, bonus funding model, and the Carl Dr. Perkins district funding allocation. The universal testing includes Adboe, Autodesk, Microsoft and IC3 certification testing.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$46,183.70

Budget Coding: 110.5300.362.9104.0001

Requisition Attached? Yes

CONTRACT INFORMATION

Contract with: CertiPort, INC.

Contract value: \$46,183.70

Budget coding: 110.5300.369.9104.0001

Contract Purpose / Description: Certiport provides industry certification testing to all middle and high schools in the Monroe County School District in accordance with the CAPE Act. Industry certification is a contributing factor in the A+ School Grades calculation, bonus funding model, and the Carl Dr. Perkins district funding allocation.

Contract Originator: Sibba Mira, Coordinator of Career & Technical Education

Board Meeting Date: August 14, 2018

RECOMMENDATION

Title

Approval of CATC Agreement with Certiport, a business of NCS Pearson, Inc.



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 18-877

File ID: 18-877

Type: Agenda Item

Status: Consent Agenda

Version: 1

Vendor:

Action By: School Board

File Created: 09/11/2018

Subject:

Final Action:

Title: Renewal of CATC Agreement with Certiport, a business of NCS Pearson, Inc.

Internal Notes:

Sponsors:

Effective Date:

Attachments: Certiport 18, UPDATED Contractor refusal letter 10.12.17, 171130 Monroe County CATC SIGNED APPROVED Agreement 11302017, Monroe County School District liab 17-18, 170926 Certiport CON001- Contractor refusal letter 6_6_17, Parental Consent Form 10272017, 180817 Monroe COI

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Melissa.McLaughlin@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/13/2018	Gaelan Jones	Approve	8/13/2018
1	2	8/15/2018	Suanne Lee	Delegated	
Notes: Emailed contract originator 8/15/18 to advise them that:					
Insurnce expired 5/18/18.					
Requisition to encumber funds.					
1	3	8/15/2018	Ramon Dawkins	Approve	8/17/2018
Notes: Emailed contract originator 8/15/18 to advise them that:					
Insurnce expired 5/18/18.					
Requisition to encumber funds.					
1	4	8/17/2018	Ramon Dawkins	Approve	8/17/2018
Notes: Emailed contract originator 8/15/18 to advise them that:					
Insurnce expired 5/18/18.					
Requisition to encumber funds.					
1	6	8/22/2018	James Drake	Delegated	
1	7	8/23/2018	Kathryn Flannery	Approve	8/24/2018
1	8	8/27/2018	James Drake	Approve	8/27/2018
1	9	8/27/2018	Dave Murphy	Approve	8/29/2018
1	10	8/28/2018	Karen Hladik	Approve	8/29/2018
1	11	8/29/2018	Suanne Lee	Approve	8/30/2018
Notes: Requested and attached current year's quote. Changed dollar amount on the rationale to the current year quote amount. Removed contract renewal as no contract was ever done with this vendor (and it wasn't signed) - instead they use their contract and we have a contract refusal letter(attached).					

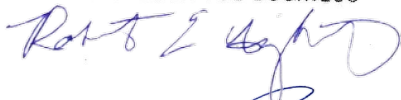
History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	09/11/2018					

Board approved September 11, 1028

CERTIPOINT

A PEARSON VUE BUSINESS



Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

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

Bill To Name Keys Schools CTE
Bill To Monroe County School District
Finance Dept.
241 Trumbo Rd
Key West, FL 33040
USA

Prepared By Wyman Patten
Email wyman.patten@pearson.com
Phone 801-772-3212
Created Date 8/8/2018
Expiration This quote is valid until 08/31/2018
Quote Number 00046328
Certiport ID 90056017

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

Ship To Name Keys Schools CTE
Ship To 5901 College Rd
Key West, FL 33040
USA

Prepared For

Sibba Mira

sibba.mira@keysschools.com

Product	Quantity	Sales Price	Total Price
User License (Florida)	842.00	\$54.85	\$46,183.70

Grand Total \$46,183.70

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.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. 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

TITLE

.. Title

Renewal of CATC Agreement with Certiport, a business of NCS Pearson, Inc.

..end

BACKGROUND INFORMATION

Certiport provides industry certification testing to all middle and high schools in the Monroe County School District in accordance with the CAPE Act. Industry certification calculation, bonus funding model, and the Carl Dr. Perkins district funding allocation. The universal testing includes Adboe, Autodesk, Microsoft and IC3 certification test

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$42,000.00

Budget Coding: 110.5300.362.9104.0001

Requisition Attached? Yes

CONTRACT INFORMATION

Contract with: CertiPort, INC.

Contract value: \$42,000.00

Budget coding: 110.5300.369.9104.0001

Contract Purpose / Description: Certiport provides industry certification testing to all middle and high schools in the Monroe County School District in accordance with the in the A+ School Grades calculation, bonus funding model, and the Carl Dr. Perkins district funding allocation.

Contract Originator: Sibba Mira, Coordinator of Career & Technical Education

Board Meeting Date: August 14, 2018

RECOMMENDATION

Recommendation

MONROE COUNTY SCHOOL DISTRICT
Contractor's Refusal to Sign District Standard Form Contract

Please be advised that pursuant to the policies and procedures of The School Board of Monroe County, Florida, all contracts between companies and/or contractors and the School District are to be documented using standard form contracts of the School Board. It is our understanding; however, that you /your company prefers and/or otherwise refused to utilize a standard form contract for goods or services.

Furthermore, Florida Statute §119.0701 requires that all contracts entered into by the Board contain the following requirements:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.

(b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.

(d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

**REOCRDS RELATING TO THIS CONTRACT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT: Phone: 305-
293-1400, Email to Records@KeysSchools.com, or mail to MCSD,
241 Trumbo Rd., Key West, FL 33040.**

Kindly acknowledge your preference to not utilize a School Board of Monroe County standard form contract by signing below, and agree to comply with F.S. §119.0701 as indicated above. Please return a signed copy of this letter to the School Board of Monroe County at your earliest convenience.

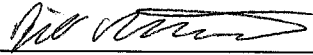
Should you have any questions or concerns, please do not hesitate to contact me.

Suanne C. Lee
Director of Internal Services

I would prefer not to use or have otherwise refused to use a Monroe County School Board standard form contract. I also agree to comply with F.S. §119.0701 and acknowledge the above requirements.

October 31, 2018

Date



Signature of Vendor

Bill Brothers - Finance Manager

Printed Name and Title of Vendor



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: CON 17-135

TITLE

Approval of CATC Agreement with Certiport, a business of NCS Pearson, Inc.

BACKGROUND INFORMATION

Certiport provides industry certification testing to all middle and high schools in the Monroe County School District in accordance with the CAPE Act. Industry certification is a contributing factor in the A+ School Grades calculation, bonus funding model, and the Carl Dr. Perkins district funding allocation. The universal testing includes Adboe, Autodesk, Microsoft and IC3 certification testing.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$42,000.00

Budget Coding: 110.5300.362.9104.0001

Requisition Attached? Yes

CONTRACT INFORMATION

Contract with: CertiPort, INC.

Contract value: \$42,000.00

Budget coding: 110.5300.362.9104.0001

Contract Purpose / Description: Certiport provides industry certification testing to all middle and high schools in the Monroe County School District in accordance with the CAPE Act. Industry certification is a contributing factor in the A+ School Grades calculation, bonus funding model, and the Carl Dr. Perkins district funding allocation.

Contract Originator: Gerald Caputo, Director, Career and Adult Education

Board Meeting Date: November 14, 2017

RECOMMENDATION

Title

Approval of CATC Agreement with Certiport, a business of NCS Pearson, Inc.



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: CON 17-135

File ID: CON 17-135

Type: Contract / MOU

Status: Consent Agenda

Version: 1

Vendor: CertiPort

Action By: School Board

Department: Adult Education

File Created: 10/02/2017

Subject:

Final Action:

Title: Approval of CATC Agreement with Certiport, a business of NCS Pearson, Inc.

Internal Notes:

Agenda Date: 11/14/2017

Sponsors:

Effective Date:

Attachments: CertiPort Debarment & Disclosure,
MCSDCertiportDistrictLicense, 170926 Certiport
CON001- Contractor refusal letter 6_6_17, 171026
Parental Consent Form, 10312017 Certiport
Agreement Updated, Certiport Purchase Order,
Monroe County School District liab 17-18

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Melissa.McLaughlin@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/9/2017	Dirk Smits	Disapprove	10/9/2017
<p>Notes: Need to have Florida as the dispute venue under the Governing law section. Also we need a name addressnd phone number for our public records person on the last page at the top.</p> <p>Alternatively just send around one of our renewal forms, as this is substantially the same as last year.</p>					
1	2	10/16/2017	Dirk Smits	Disapprove	10/18/2017
<p>Notes: Need to have Florida as the dispute venue under the Governing law section. Also we need a name addressnd phone number for our public records person on the last page at the top.</p> <p>Alternatively just send around one of our renewal forms, as this is substantially the same as last year.</p> <p>Also this agreement is venued in Minnesota, requires strict confidentiality, Still doesn't have the chapter 119 public records language.</p> <p>I have no idea how we can terminate without penalty.</p> <p>It is a renewal, but we don't seem tohave any ability to modify. Is it possible? Is there a contact person I can call at certiport? Also whoever is in ccharge of this on our end really needs to review it again, because there are a lot of responsibilities on us.</p>					
1	3	10/31/2017	Dirk Smits	Approve	10/24/2017
1	4	11/2/2017	Suanne Lee	Approve	11/2/2017
1	5	11/3/2017	Wanda Menendez	Approve	11/6/2017
1	6	11/6/2017	James Drake	Approve	11/7/2017
1	7	11/9/2017	Dave Murphy	Approve	11/8/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Aaron Osmond, of the City/Township/Parrish of South Jordan, State of Utah, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:
Name of company/vendor: Certiport, a business of NCS Pearson, Inc. and
Nature of services presently being offered to School District: Certification exams and learning materials.

2) I have have not X , at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

- a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.
- b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

October 5, 2017
Date

Aaron Osmond
(Signature of Authorized Representative)

STATE OF Utah
COUNTY OF Utah

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Aaron Osmond who, X being personally known, or having produced as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 5th day of October 20 17.

Anayeli Morales
NOTARY PUBLIC

January 06, 2018
My commission expires:



DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

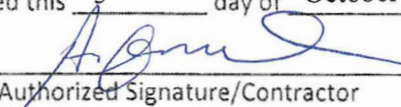
(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 5 day of October, 2017.

By 
Authorized Signature/Contractor

Aaron Osmond VP & GM Certiport Business Unit

Typed Name/Title

Certiport, a business of NCS Pearson, Inc.

Contractor's Firm Name

1276 S 820 E # 200

Street Address

American Fork, UT 84003

City/State/Zip Code

801-847-3100

Area Code/Telephone Number

mcSD District Licence. ✓

CERTIPORT®

Achieve • Distinguish • Advance

1276 South 820 East
Suite 200
American Fork, Utah 84003
Phone 888-999-9830 Fax (801) 492-4118
Federal Tax ID Number: 26-1162759

QUOTE SHEET

NO: 08172017wp
DATE: August 17, 2017

TO: Sibba Mira
Monroe County Schools

From:
Wyman Patten
Territory Sales Manager
P 888.222.7890 x212
F 801.492.4118
Wyman.Patten@Pearson.com

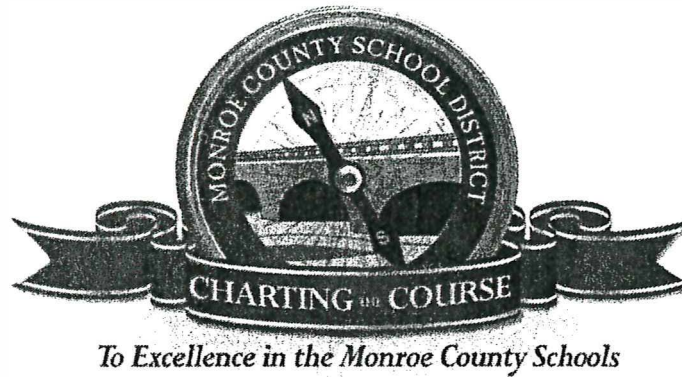
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Monroe County Schools District License <ul style="list-style-type: none"> ▪ District license good for 12 months from date of purchase ▪ Includes access for 842 students ▪ Each student pack includes 6 universal exam vouchers and practice exams for all programs. The universal voucher will work for any certification exam in Certiport's library ▪ Includes practice exams for all programs ▪ District License also includes the Adobe Certified Expert and the Autodesk Certified Professional exams. ▪ Includes one free registration to the CERTIFIED Conference. ▪ District will manage distribution of the student packs 	\$42,000.00	\$42,000.00
		Total	\$42,000.00

Please email Purchase Orders to Wyman Patten at Wyman.Patten@Pearson.com

Received by M. McLaughlin
Date Received 08/22/2017
Approved for [Signature]
Payment [Signature]
Vendor # V00000176102

0110.5300.362.9104.0001

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 1
BOBBY HIGHSMITH
Vice-Chairman

District # 2
ANDY GRIFFITHS

District # 3
Mindy Conn

District # 4
JOHN R. DICK
Chairman

District # 5
RONALD A. MARTIN

Contractor's Refusal to Sign District Standard Form Contract

Please be advised that pursuant to the policies and procedures of The School Board of Monroe County, Florida, all contracts between companies and/or contractors and the School District are to be documented using standard form contracts of the School Board. It is our understanding; however, that you /your company prefers and/or otherwise refused to utilize a standard form contract for goods or services.

Furthermore, Florida Statute §119.0701 requires that all contracts entered into by the Board contain the following requirements:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.

(b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.

(d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (telephone number, email address, and mailing address).

Kindly acknowledge your preference to not utilize a School Board of Monroe County standard form contract by signing below, and agree to comply with F.S. §119.0701 as indicated above. Please return a signed copy of this letter to the School Board of Monroe County at your earliest convenience.

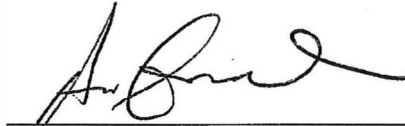
Should you have any questions or concerns, please do not hesitate to contact me.

Suanne Lee
Supervisor

I would prefer not to use or have otherwise refused to use a Monroe County School Board standard form contract. I also agree to comply with F.S. §119.0701 and acknowledge the above requirements.

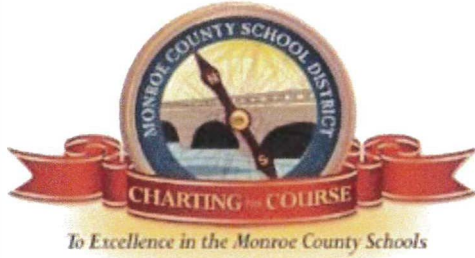
September 26, 2017

Date



Signature of Vendor

Aaron Osmond, VP & GM Certiport Business Unit
Printed Name and Title



Industry Certification/Digital Literacy Certificate Release Form

School Name: _____ Teacher Name: _____

Student Name: _____ Student ID #: _____

Career Program Name: _____

Our school is an authorized testing center for Industry Certifications as approved by the Florida Department of Education. The students in this class will be taking third party tests for certifications. These tests require that students provide personal contact information that includes their name and other identifying information, which will be used by Vendor in compliance with the Vendor's privacy policy. Some professional tests require that students provide email information as well. These vendors are included on the list of Industry Certifications that are offered in our school. **Upon parental request, Monroe County School District will provide vendor privacy policies and/or vendor website.**

We encourage our students to participate in Industry Certification Testing for several reasons. The Florida State Legislature has mandated that Industry Certification Testing is a component for both the middle school and the high school grade. In addition, the state of Florida has approved state wide articulation agreements with many providers that offer students' college credit when they earn specific certifications. The state department of education also allocates funds to the school district based on the number of students that successfully earn certifications. In addition, some of these tests will result in your son or daughter earning a state license. Lastly and most importantly the certifications that we offer related to our career courses are designed to be a valuable tool to help your child locate employment once they leave the school system.

As students pass certification tests, they demonstrate their skill base and obtain documentation that they can carry with them into their college or workplace after completion of high school. Nationally recognized Industry Certifications from companies like Microsoft and Adobe are becoming requirements for individuals entering the workforce in a whole host of jobs across the country.

Please complete the information below and return it to your career education teacher.

I, _____ give permission for _____
to participate in the vendor testing. I understand that some vendors may retain student personal
information as long as necessary to support and verify certifications, which will allow further
discussion after graduation of continuation of the certificate or license one it expires.

CERTIPOINT AUTHORIZED TEST CENTER™ AGREEMENT

This CATC™ AGREEMENT (the “Agreement”), is entered into as of July 1, 2017 (the “Effective Date”), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 (“Certiport”), and The Monroe County School District organized under the laws of the State of Florida having its principal offices at 241 Trumbo Road, Key West, FL 33040 (“Company” or “Licensee”) recognized hereinafter as a “CATC™.”

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, Company owns and operates a testing center with facilities that meet Certiport’s testing center technical requirements, as well as the CATC™ Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a “CATC™” in the Territory and/or Sector(s) as described in Exhibit B;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**. The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. “Assessment Exam” means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. “CATC™” means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name “CATC™” to administer the Certiport Pathway Solutions and Methods.
 - 1.3. “CATC™ Policies, Guidelines and Procedures” or “the Guidelines” are minimum standards that Certiport requires all CATC™s meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
 - 1.4. “CATC™ Requirements” means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at the www.Certiport.com under Support Center.
 - 1.5. “Certification Exam” means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.6. “Certiport Authorized Distributor” or “Distributor” means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.
 - 1.7. “Certiport Authorized Reseller” means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
 - 1.8. “Certiport Authorized Solution Provider” means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.

- 1.9. “Certiport Authorized Test Center Agreement” means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the “CATC™” name.
- 1.10. “Certiport Exam Proctor” or “Proctor” means an individual who shall be trained by the CATC™ to be responsible for ensuring that Exams are conducted according to Certiport’s standards.
- 1.11. “Certiport Pathway Solutions & Methods” or “Pathway Solutions & Methods” means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. “Certiport Products and Services” or “Products or Services” means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. “Certiport Technology” is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title and interest that Company may have in such materials. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. “Data Processor” means Certiport and Company.
- 1.15. “Dispute” has the meaning set forth in Section 18.
- 1.16. “Effective Date” means the date set forth in the first paragraph above.
- 1.17. “Exam Expiration Date” means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.18. “Examinee” means the end user of the Certiport Pathway Solutions & Methods.
- 1.19. “Exams” means Certification Exam(s) and/or Assessment Exam(s).
- 1.20. “Personal Data or Examinee Personal Data” means any information relating to an identified or identifiable Examinee.
- 1.21. “Practice Tests” means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.22. “Processing” means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, (“Process”, “Processes” and “Processed” shall have the same meaning).
- 1.23. “Programs” means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport’s internet application process.
- 1.24. “Program Sponsors” or “Data Controller” means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or

selling Certiport Products and Services. Program Sponsors or Data Controllers are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may from time to time be the Program Sponsor or Data Controller and a Data Processor.

- 1.25. “Renewal Term” has the meaning set forth in Section 2.
 - 1.26. “Sector” means the market sectors described in Exhibit B attached thereto and hereby incorporated by this reference.
 - 1.27. “Software” means all software provided by Certiport to the Certiport Authorized Distributor, or to CATC™s™ in the Territory, including without limitation, Certiport iQSystem™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.
 - 1.28. “Support Staff” has the meaning set forth in Section 7.
 - 1.29. “Territory” means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.
 - 1.30. “Training Materials” means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
2. **Term**. The term of this Agreement (“Term”) will commence on the Effective Date and will expire one (1) year after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (1) year each (“Renewal Term”), unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
 3. **License**. Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor’s logo license agreement.
 4. **No Authority of Company**. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto

(including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. Duties of Company.

- 5.1. General Business Conduct. Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.2. Territory and Sector Restrictions. Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.3. Compliance with CATC™ Policies. Company understands and agrees that it must meet the standards set forth in "CATC™ Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Company of any changes via email. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.4. Purchase Requirement. Purchases may be made from Certiport, or Company's designated Certiport Authorized Distributor. No initial purchase requirement is required for U.S. federal, state and local government entities.
- 5.5. Subsequent Purchase(s). [Intentionally Left Blank].
- 5.6. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates.
- 5.6.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.

- 5.6.2. **Payment Terms.** When ordering from Certiport directly, Company shall pay for Certiport Products and Services through purchase orders or checks. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two per cent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.
- 5.7. **Identification.** In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC™" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.
- 5.8. **Organizational Summary.** Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, iQcenter administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who will be organizational contact points to Company's organizational details on the Certiport website upon their hire.
6. **Promotional Material; Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use Program Sponsor Logo's without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.
7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:
- 7.1. **Certiport Systems Administrator.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport System Administrator

certification can be obtained by passing the Certiport System Administrator Exam found at www.certiport.com.

- 7.2. Certiport Exam Proctor. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor certification can be obtained by passing the Certiport Proctor Exam found at www.certiport.com.
- 7.3. CATC™ Support. Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
- 7.4. Advice to Certiport. Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
- 7.5. Parental Consent Form. Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request.
8. **Processing of Examinee Personal Information**. Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.
 - 8.1. Company agrees and warrants:
 - i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.
 - ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.

iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.

iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures for the protection of Examinee's Personal Data consistent with all local, federal, and state laws. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

vii. Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implement or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from an Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

viii. The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established.

The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

ix. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including but not limited to notifying the appropriate parties of a Examinee Personal Data breach, or, carrying out a data protection impact assessment.

x. The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

9. **Compliance with Law**. Company agrees:

i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq.

ii. it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

- v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.
- vi. [Intentionally Left Blank].
- vii. to comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control (“OFAC”) regulations, Specially Designated Nationals or Blocked Persons (“SDN”) list or similar federal and state laws, and the Americans with Disabilities Act or similar federal, state or local disability or human rights laws.

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

10. **Competition; Circumvention.** During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s).** Company shall not purchase or sell Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC™ in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
13. **Protection of Certiport Technology.** Company shall not re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for

the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1

14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.

15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees

16. **Termination.**

16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment

for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

16.2. By for Convenience by Either party. Either party may terminate this Agreement at any time, on sixty (60) days' written notice to the other party. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified.

16.3. Duties of Company upon Termination. Upon termination, Company shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.

17. Suspension / Deactivation. If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.

18. Disputes.

18.1. Arbitration. If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in Monroe County, Florida, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction.

- 18.2. Timing. The parties are desirous of avoiding expensive and time-consuming proceedings, and desire that the entire process of arbitration, including issuance of award, be completed within ninety (90) days from receipt of request for arbitration. However, failure by the arbitrators to issue an award within the ninety (90) day time period shall not deprive the arbitrators of jurisdiction over the Dispute.
- 18.3. Expenses. Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.
- 18.4. Awards. Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.
19. **Confidentiality.** Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation, provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. **Audit.**

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such integrity shop.

21. **Miscellaneous.**

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

Certiport Authorized Test Center (CATC™) Agreement

- 21.3. Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of Monroe County, Florida, United States of America, without giving effect to principles regarding conflicts of laws, and notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.
- 21.4. Indemnity. Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.
- 21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. Notices. Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.

If to Certiport, to:

Certiport, a business of NCS Pearson Inc.
Attention: Aaron Osmond
1276 South 820 East
Suite 200
American Fork, Utah 84003
Fax: (801) 492-4118

With Copy to:
Certiport, a business of NCS Pearson, Inc.
Attention: Legal
5601 Green Valley Drive
Bloomington, Minnesota 55437
Fax: (952) 681-3140

If to Company, to:

Monroe County School Board

Superintendent
Monroe County School District
241 Trumbo Road
Key West, Florida 33040

With Copy to:

Monroe County School District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

- 21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.
- 21.11. Taxes. Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 21.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. Publicity. Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.15. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms.

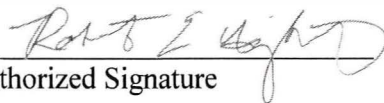
Certiport Authorized Test Center (CATC™) Agreement

Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Monroe County School Board

NCS PEARSON, INC.

Signature: 
Authorized Signature

Signature: 
Authorized Signature

Name: Robert E. Highsmith

Name: Aaron Osmond

Title: Chairman, School Board

Title: VP & GM Certiport Business Unit

Date: November 14, 2017

Date: November 29, 2017

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1. CATCs are required to strictly enforce the following rules:

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

2. Retest Policy

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC, and can be found at www.certiport.com by selecting "Exam Policies" under the "Test Candidates" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

3. Ensuring Exam Validity

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer services representatives. Reports should include date, time and location of the incident, name of Examinee, name and version of Exam taken.

4. Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the

completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

Requests for Accommodations of Disabilities

Further information be found at www.certiport.com by selecting “Exam Policies” under the “Test Candidates” menu item and then selecting the link for “Accommodation of Disabilities”.

Examinees who wish to request accommodations may do so by following the directions under the “Process to Apply” section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

EXHIBIT B

Territory and Sectors

1. **Company Participation:** Company and Certiport agree that Company may participate in delivering:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC™ Agreement, Company is appointed as a CATC™ authorized to provide Certiport Products and Services only in the Territory described below:

Monroe County Florida

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC™ authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

Education, K-12 and Adult Education K-12

Exhibit C - Branding Guidelines

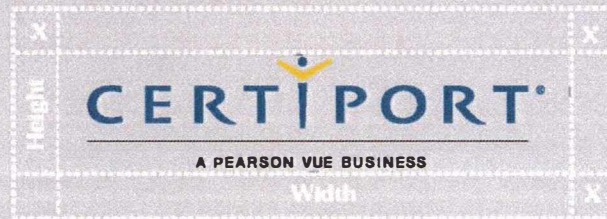
Certiport Authorized Test Center Agreement

CERTIPOINT LOGO USAGE GUIDELINES

LOGO



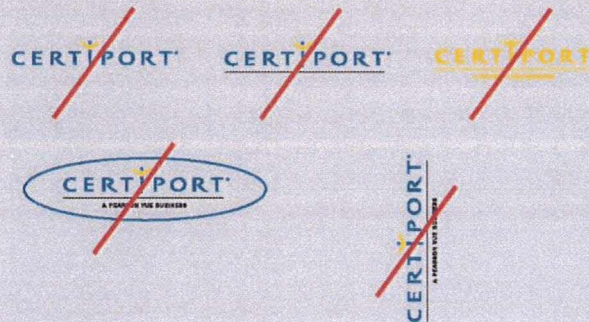
CLEAR SPACE:
Clear Space (X) is equal to the height of the "C" in "Certiport".



MINIMUM SIZE



INCORRECT USAGE
Do not redraw or modify the logo in any way. Use artwork exactly as provided.



se Requests/Orders

ERP

Purchasing / Accounts Payable
Accounts Receivable
Human Resources
Payroll

Request History
Current Request
Look up PO #
Or Req #

MCSO- CertiPort District License

PO # N/A
 Author MCLAUGHLIN, MELISSA
 Vendor V0000017662 - CERTIPORT, INC.
 Vendor Contact Wyman Patten
 Terms & Conditions
 Deadline

Vendor Address
 1276 S 820 E STE 200, AMERICAN FORK, UT, 84003

Request Type Blanket
 Request Date/Status Draft
 Order Contact Melissa McLaughlin
 Center/School Contact Monroe County Career and
 Deliver To 9104 : CAREER & TECHNICAL CENTER

Line Items

Item #	Description	Qty	UOM	Unit Price	Amount
MCSO	MCSO District License Certiport	1.00	CAP	42000.00	42,000.00
Total					42,000.00

Allocations

Fund	Function	Object	Center	Project	Budgeted	Committed	Encumbered	Expended	Balance
110 : GENE...	5300 : VOCAT...	362 : RENT-...	9104 : CAR...	0001 : DISC...	75,000.00	0.00	0.00	24,260.00	50,740.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
101712-GAWUS-17-18 CERTI	INSURER(S) AFFORDING COVERAGE
NAIC #	
INSURED Certiport Inc a business of NCS Pearson, Inc. 5601 Green Valley Drive Bloomington, MN 55437	
INSURER A : Federal Insurance Company 20281 INSURER B : Safety National Casualty Corp. 15105 INSURER C : N/A N/A INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010157294-01 **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

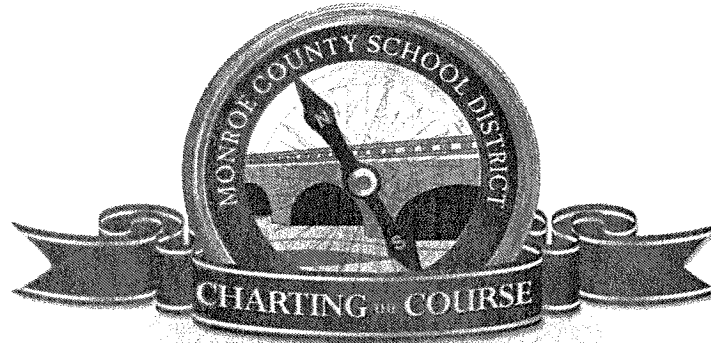
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WYD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			7498-81-30	05/31/2017	05/31/2018	EACH OCCURRENCE	\$ 2,000,000	
		<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CAS4044086	05/31/2017	05/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
		<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> PHYSICAL DAMAGE						PHYSICAL DAMAGE	\$ SELF INSURED	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	
	DED	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LDS4044084 (AOS)	05/31/2017	05/31/2018	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
				PS4044085 (WI)	05/31/2017	05/31/2018	E.L. EACH ACCIDENT	\$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								
				N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER **CANCELLATION**

Monroe County School District 241 Trumbo Rd Key West, FL 33040	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Steve Ruisi </p>
--	--

MARK T. PORTER
Superintendent of Schools



To Excellence in the Monroe County Schools

Members of the Board

District # 1
BOBBY HIGHSMITH
Vice-Chairman

District # 2
ANDY GRIFFITHS

District # 3
Mindy Conn

District # 4
JOHN R. DICK
Chairman

District # 5
RONALD A. MARTIN

Contractor's Refusal to Sign District Standard Form Contract

Please be advised that pursuant to the policies and procedures of The School Board of Monroe County, Florida, all contracts between companies and/or contractors and the School District are to be documented using standard form contracts of the School Board. It is our understanding; however, that you /your company prefers and/or otherwise refused to utilize a standard form contract for goods or services.

Furthermore, Florida Statute §119.0701 requires that all contracts entered into by the Board contain the following requirements:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
- (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
- (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (telephone number, email address, and mailing address).

Kindly acknowledge your preference to not utilize a School Board of Monroe County standard form contract by signing below, and agree to comply with F.S. §119.0701 as indicated above. Please return a signed copy of this letter to the School Board of Monroe County at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact me.

Suanne Lee
Supervisor

I would prefer not to use or have otherwise refused to use a Monroe County School Board standard form contract. I also agree to comply with F.S. §119.0701 and acknowledge the above requirements.

September 26, 2017

Date



Signature of Vendor

Aaron Osmond, VP & GM Certiport Business Unit
Printed Name and Title



Industry Certification/Digital Literacy Certificate Release Form

School Name: _____ Teacher Name: _____

Student Name: _____ Student ID #: _____

Career Program Name: _____

Our school is an authorized testing center for Industry Certifications as approved by the Florida Department of Education. The students in this class will be taking third party tests for certifications. These tests require that students provide personal contact information that includes their name and other identifying information, which will be used by Vendor in compliance with the Vendor's privacy policy. Some professional tests require that students provide email information as well. These vendors are included on the list of Industry Certifications that are offered in our school. Upon parental request, Monroe County School District will provide Vendor privacy policies and/or Vendor website.

We encourage our students to participate in Industry Certification Testing for several reasons. The Florida State Legislature has mandated that Industry Certification Testing is a component for both the middle school and the high school grade. In addition, the state of Florida has approved state wide articulation agreements with many providers that offer students' college credit when they earn specific certifications. The state department of education also allocates funds to the school district based on the number of students that successfully earn certifications. In addition, some of these tests will result in your son or daughter earning a state license. Lastly and most importantly the certifications that we offer related to our career courses are designed to be a valuable tool to help your child locate employment once they leave the school system.

As students pass certification tests, they demonstrate their skill base and obtain documentation that they can carry with them into their college or workplace after completion of high school. Nationally recognized Industry Certifications from companies like Microsoft and Adobe are becoming requirements for individuals entering the workforce in a whole host of jobs across the country.

Please complete the information below and return it to your career education teacher.

I, _____ give permission for _____
to participate in the vendor testing. I understand that some vendors may retain student personal
information as long as necessary to support and verify certifications, which will allow further
discussion after graduation or continuation of the certificate or license once it expires.

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
CN101443684--GAWUS-18-18	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Certiport a business of NCS Pearson, Inc. 5601 Green Valley Drive Bloomington, MN 55437	INSURER A : N/A		N/A
	INSURER B : Safety National Casualty Corp.		15105
	INSURER C : N/A		N/A
	INSURER D : Chubb Insurance Company of New Jersey		41386
	INSURER E : INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-010157294-02 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7498-81-30	05/31/2018	11/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAS4044086	05/31/2018	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$ SELF INSURED
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			LDS4044084 (AOS) PS4044085 (WI)	05/31/2018 05/31/2018	11/01/2018 11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER Monroe County School District 241 Trumbo Rd Key West, FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kevin Tietjen <i>[Signature]</i>
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