



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-10-03 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:
EE-4.

TITLE:
Recommendation for First Amendment and Renewal - 57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)

REQUESTED ACTION:
Approve the recommendation for first amendment and renewal of the above Agreement. Contract Term: December 7, 2016 through December 6, 2018, 2 Years; User Department: Career, Technical, Adult & Community Education; Additional Requested Amount: \$892,923; New Award Amount: \$1,613,258; Awarded Vendor(s): NCS Pearson, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
Certiport, a business of NCS Pearson, Inc., is the industry certification and digital tool licensing agency that provides students in the District that offer industry certifications with online practice and the required skills for industry certification in career and technical programs that exist in the District's middle, high, and technical magnet schools. This request is to approve the first amendment and renewal of the agreement for one (1) additional year. This amendment to the agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$892,923. The contract amount was for \$720,335. The request is to increase the spending authority by \$892,923, bringing the new contract value to \$1,613,258. The funding source will come from the Carl D. Perkins Secondary Grant and Career & Technical Education Expansion Plan's operating fund. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) First Amendment to Agreement (3) Approved ARF 12-6-2016 RSBM FF-1 (4) Financial Analysis Worksheet

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez	Phone: 754-321-8444
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
9/25/2017, 2:59:54 PM

Approved In Open Board Meeting On: **OCT 03 2017**
By: *Abby M. Freedman*
School Board Chair

EXECUTIVE SUMMARY

Recommendation for First Amendment and Renewal 57-083E – Technical Industry Certification and Digital Tool Licensing (Certiport)

Certiport, a business of NCS Pearson, Inc., is the industry certification and digital tool licensing agency that provides students in the District that offer these industry certifications with online practice and the required skills for industry certification in career and technical programs that exist in our middle, high, and technical magnet schools. Certiport is a sole provider of the products that facilitate teacher training, student practice of industry certification exams, and student industry certification attainment in Microsoft Office. Certiport works closely with local and state economic, workforce, and education boards to provide appropriate licensing industry certifications to students. Certiport has supplied services to the District for the past nine (9) years, which has caused an increase in student exam attainment as well as Full-Time Equivalent funding to the District.

This request is to approve the first amendment and renewal of the agreement for an additional one (1) year starting December 7, 2016 through December 6, 2018, with an additional spending authority of \$892,923. The source of funds is the Carl D. Perkins Secondary Grant for \$550,000 and Career & Technical Education Expansion Plan (2018 priorities) operating fund for \$342,923.

With approval from the School Board, the new spending authority for the agreement will be \$1,613,258.

Financial Impact

The total cost of \$892,922.40 includes district-wide licenses for grades K- through 12 as illustrated below:

- 22,212 licenses at \$40.20
- Provide access to every Certiport program in the District.
- Assign student inventory packs as needed. Six (6) exams in each student exam license.
- Unlimited practice tests to the students for each program, where offered.
- One (1) free Certified Conference Registration.

The renewal includes an increase in the number of licenses, which has resulted in a reduction of the per unit license fee, see below:

	Number of licenses	Per Unit Price
2017/18 (Renewal)	22,212	\$40.20
2016/17 (Original agreement)	16,659	\$43.24

FIRST AMENDMENT TO AGREEMENT

3rd THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of October, 2017, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

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")

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. The Agreement is hereby extended from December 6, 2017 through December 6, 2018, unless terminated earlier pursuant to Section 10.1 of the Agreement.

The following provisions shall be added to the Agreement, by interlineation, as follows:

22. Processing of Examinee Personal Information. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the

protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

▪ **Exhibit D**

1.04 **Cost of Services.** SBBC shall pay Certiport for services rendered under this First Amendment to Agreement. Upon commencement of this First Amendment, payment shall be made within thirty (30) days of receipt of an appropriate invoice from Certiport, not to exceed \$892,922.40, see **Exhibit D**.

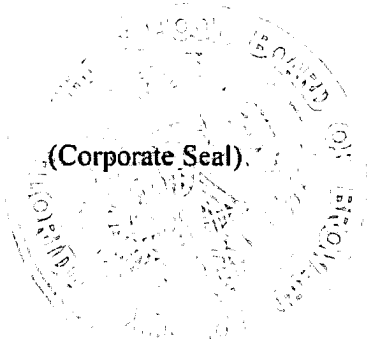
1.05 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.06 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.07 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.



(Corporate Seal)

ATTEST:

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by Janette
M. Smith
Date: 2017.09.22 12:02:32
-04'00'

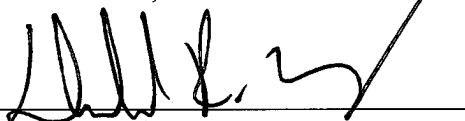
Office of the General Counsel

FOR CERTIPOINT

(Corporate Seal)

ATTEST:


NCS PEARSON, INC.

By 
Signature

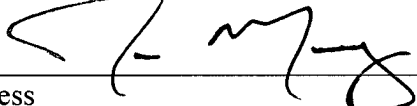
, Secretary

Printed Name: Don Wagner

Title: Sr. Vice President

-or-


Witness


Witness

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 20th day of September, 2017 by Donald F. Wagner of

Name of Person

NCS Pearson, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced Minnesota Drivers License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 1/31/2020


Signature - Notary Public

Catrinia M.C. Griffith
Printed Name of Notary

6078859
Notary's Commission No.



EXHIBIT D

CERTIPORT®

Achieve • Distinguish • Advance
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 (888) 999-9830 x 164 Fax (801) 492-4118

Universal License Quote

NO: 08152017UL
 DATE: August 15, 2017

TO: Broward County School District
 Attn: Brian King

Contact Phone:
Main Phone:
Email: brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	NET 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<p><u>Universal District License for Broward County Schools</u></p> <ul style="list-style-type: none"> For all K-12 schools in the district Provide access to every Certiport program in Broward County SD. (ACA, ACE, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB and Toon Boom) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program where offered One free CERTIFIED Conference registration <p align="right"><u>Number of Exam Licenses</u></p> <p align="right">22,212</p> <p><i>*All Certification exams and licenses expire one year from purchase date</i></p>	540.20	5892,922.40
SUBTOTAL			\$892,922.40
SALES TAX			N/A
SHIPPING & HANDLING			N/A
TOTAL DUE			\$892,922.40

Email purchase order to Mindy Howa mindy.howa@pearson.com



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Dec 6 2016 10:15AM - Regular School Board Meeting	Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time		
FF-1.	OPEN ITEMS			
	CATEGORY			
	FF. OFFICE OF ACADEMICS			
	DEPARTMENT	Open Agenda		
	CTACE	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

TITLE:
 Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc

REQUESTED ACTION:
 Approve the continuation Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc. The term of this agreement shall be for a period of one (1) year from the date it is fully executed by both parties.

SUMMARY EXPLANATION AND BACKGROUND:
 Certiport is the industry certification and digital tool licensing agency that provides students in all of our schools that offer these industry certifications with online practice and the required skills for industry certification in career technical programs that exist in our middle, high and technical magnet schools.
 See Supporting Docs for continuation of Summary Explanation and Background.
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is a financial impact of \$720,335.16. The source of funds is the Carl D. Perkins Secondary Grant for \$520,335.16 and Operational Fund: CTE Expansion Plan (2017 Priority) for \$200,000.

EXHIBITS: (List)
 (1) Cont Summ and Background (2) Certiport Exec Summ (3) Certiport Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez	Phone: 754-321-8444
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Approved In Open Board Meeting On: DEC - 6 2016

Signature
Daniel F. Gohl
11/28/2016, 12:23:54 PM

By: Abby M. Freedman
 School Board Chair

