

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

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

November 24, 2020

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the terms and conditions with Research Institute for Learning and Development for River Ridge staff to receive PD training on the implementation of the SMARTS curriculum for executive functioning skills.

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

The SMARTS curriculum empowers students by helping them understand their strengths and weaknesses and teaching them critically important executive functioning strategies. As part of our CCEIS mini grant, our leadership team attended the executive functioning conference to gain additional knowledge and skills on ways to help students develop executive functioning skills in order to be more successful in school. The curriculum will be added to our current SEL curriculum as a Tier 2 and Tier 3 intervention program.

**FISCAL/BUDGETARY IMPACT:**

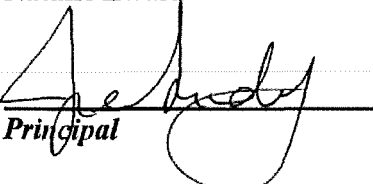
\$2400 from KCSD CCEIS Mini Grant

**RECOMMENDATION:**

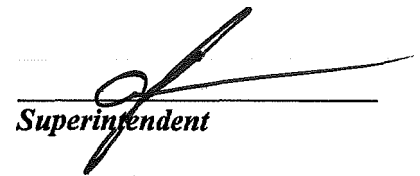
Approve the terms and conditions with Research Institute for Learning and Development for River Ridge staff to receive PD training on the implementation of the SMARTS curriculum for executive functioning skills.

**CONTACT PERSON:**

Natalie Ewald

  
Principal

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



RESEARCH INSTITUTE FOR  
LEARNING & DEVELOPMENT

Company Address 4 Militia Drive  
Lexington, Massachusetts 02421  
United States

Created Date 11/23/2020  
Expiration Date 12/24/2020  
Quote Number 00000368

Prepared By Kim Davis  
Email kdavis@researchchild.org

Contact Name Natalie Ewald  
Email natalie.ewald@kenton.kyschools.us

Bill To Name River Ridge Elementary  
Bill To 2772 Amsterdam Road  
Villa Hills, Kentucky 41017  
United States

Ship To Name River Ridge Elementary  
Ship To United States

Product	List Price	Sales Price	Quantity	Total Price
Personalized Online Training	\$400.00	\$400.00	6.00	\$2,400.00
Total Price				\$2,400.00

Description Quote for 6 hours of online PD in summer; Date/Times TBD; additional cost if training is done in person

**Professional Development Services are subject to the attached Terms and Conditions.  
This quote reflects current pricing and is valid for 30 days from the date of issue. Prices are  
subject to change.**

By Signing this Quote or providing a Purchase Order, Customer agrees to the Services described herein,  
including the Total Price and all Terms and Conditions:

Customer Signature. \_\_\_\_\_ Date. \_\_\_\_\_

Name (printed). \_\_\_\_\_ Title. \_\_\_\_\_

*ResearchILD is a 501(c)3 not-for-profit organization that relies on fees from our SMARTS curriculum program to help support our research, development and ongoing operating costs of programs/materials to help students with learning differences succeed. Please contact us if you would like more information about our programs.*



### **Professional Development Services Terms and Conditions**

I. Materials and Set-up. Unless otherwise agreed in writing, Customer is responsible for duplication of hand-outs and providing room set-up as requested by ResearchILD, including projector, easel/whiteboard, etc.

II. Payment. Unless otherwise specified in writing, the following payment terms apply.

A. SMARTS Licenses. Payment for licenses is due upon execution of this Agreement.

B. Professional Development (PD) Services Payment Schedule

1. First Installment: 50% of total PD Services Cost due upon execution of this Agreement (e.g., purchase order due with signed Agreement).

2. Second Installment: Remaining balance due upon completion of the training(s) and/or coaching/consultations.

3. If applicable, travel expenses with receipt documentation shall be submitted for reimbursement upon return from each on-Customer-site training session delivered.

C. Payment Terms

1. All payments are due within 30 days of receipt of invoice.

2. Overdue payments of fees and other amounts required to be paid by Customer shall accrue interest of one and one-half percent (1½%) per month and Customer shall pay ResearchILD's costs of collection including ResearchILD's reasonable attorney fees and court costs

III. Ownership. Customer acknowledges and agrees that the contents of the trainings, including but not limited to the slides, hand-outs, publications, SMARTS curriculum materials, explanations and worksheets are the exclusive property of ResearchILD. Hereinafter all such materials will be referred to as "Training Materials".

A. The Training Materials may be used solely for distribution to the participants of the professional development program and coaching/consultation activities. The Training Materials are provided for instructional purposes only and Customer acknowledges and agrees that neither Customer nor training participants shall have any rights to use, distribute, or grant others the right to use the Training Materials for any other purpose or in any other form without the express written permission of ResearchILD.

B. Customer acknowledges and agrees that the Training Materials may only be used by someone who has an up to date, fully paid license as described in and subject to the Terms of Use in Attachment A.

C. Customer agrees that training sessions may not be videotaped and/or recorded without the express written permission of ResearchILD.

IV. Termination. Either Party may terminate the Services if the other party materially defaults in its obligations hereunder and fails to cure such default within fifteen (15) days after receiving written notice of the default. In the event of termination for any reason the Customer agrees that ResearchILD shall be paid its fees and expenses for the completed Services and any expenses associated with the cancellation of training dates. The following provisions survive termination of the Services for any reason: Section III (Ownership), and Section V (Limitation of Liability; Exclusion of Damages), Attachment A (SMARTS Terms of Use).

V. Limitation of Liability; Exclusion of Damages. In no event will ResearchILD be liable to Customer or any third party for any direct, incidental, consequential, special, indirect, punitive, or exemplary damages including damages for loss of business, loss of profits, loss of goodwill or business reputation, business interruption, loss of data, loss of business information and damages that result from the provision of Services, even if ResearchILD has been advised of the possibility of such damages or losses. In any event, regardless of the form of the action, arising in any way in connection with this agreement, for any cause whatsoever is limited to payment of direct damages in an amount not to exceed \$250.

VI. Applicable Law. These Terms and Conditions will be governed by and construed according to the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws statute, and any dispute shall be resolved in the proper state or federal court in the Commonwealth of Massachusetts.



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#### SMARTS Online Curriculum - License Terms of Use

The SMARTS program, including SMARTS, SMARTS Elementary, SMARTS Strategy Sets, MetaCOG: Metacognitive Awareness Assessment System and all related training, lectures, presentations, research findings, publications, concepts, ideas, exercises, graphics, explanations, and all materials available via ResearchILD's SMARTS Online program website are the exclusive property of ResearchILD. Hereinafter all such materials will be referred to as "SMARTS".

1. Only an authorized individual(s) may utilize SMARTS.

a. For the full Executive Function Online Curriculum, including SMARTS and SMARTS Elementary, an authorized individual ("USER") is someone who has an up-to-date, fully paid individual license, clinic license, school license.

All Licenses must be renewed on an annual basis.

b. For the SMARTS Strategy Sets and MetaCOG materials available for purchase separately, an authorized USER is the individual who purchased the materials.

2. To access the full Executive Function Online Curriculum, including SMARTS and SMARTS Elementary, each User must have an individual SMARTS Online license assigned by ResearchILD via a unique username and password.

a. If the license is purchased by a school or other organization on behalf of a User, the license may be reassigned to another User during the license term by contacting ResearchILD to cancel access and request a new user name and password.

b. SMARTS Online Curriculum licenses may not be shared or used by more than one USER.

3. SMARTS may be used solely for USER'S students and/or clients. SMARTS may not be distributed, shared, copied or made available for use by anyone other than the authorized USER. If the USER has a license assigned by USER'S school or other organization, SMARTS may be utilized solely for such school's/organization's students. The school/organization that purchased the license(s) is responsible for ensuring all USERS are made aware of and comply with these Intellectual Property terms.

4. USER may not utilize SMARTS in the following manner without specific written permission from ResearchILD:

a. With students and/or clients as part of an on-line education program, virtual school, or any other remote access or program or service with the following exception. Subject to the other Terms of Use included herein, a User may upload SMARTS materials to their own electronic classroom for use with their own students.

b. As part of a training program or course for teachers, psychologists, educational therapists and/or other applicable professions.

b. Any other manner not expressly permitted under these Terms of Use.

5. Use of SMARTS materials is subject to the Terms of Use described herein. By using any or all of the SMARTS materials, USER is acknowledging that User has read, understood and agreed to be bound by these Terms of Use. If USER does not agree to these Terms of Use, User should not utilize the materials.

6. SMARTS materials may only be utilized in their original form with all trademarks, logos and intellectual property language intact. Any permitted use of SMARTS content not in its original form must be clearly identified and have the following reference language included in a visible location: ©2014-2019 ResearchILD. All rights reserved. Use is by permission only.

7. USER may not: a) modify, b) make improvements, and/or c) create derivative works or adjusted versions of SMARTS (hereinafter referred to as "Modifications") without written permission from ResearchILD. In the event that USER makes Modifications to SMARTS, User hereby acknowledges and agrees that such Modifications: a) must be immediately provided to ResearchILD and b) shall become the exclusive property of ResearchILD. USER does not retain any ownership or other rights in the Modifications except for the limited, non-transferable license to use the Modifications in accordance with these Terms of Use. Notwithstanding the foregoing, USER may customize individual handouts or slides for use with User's students/clients only.

8. These Terms of Use shall be governed by and interpreted in accordance with the laws of the United States, including federal copyright and trademark laws, and with the laws of the state of Massachusetts, without regard to any principles of conflicts of law or choice of law. USER agrees that any action to enforce these Terms of Use will be brought in the state or federal courts located in Massachusetts.

9. Any questions about these Terms of Use or requests for further information should be directed to ResearchILD, 4 Militia Drive, Suite 20, Lexington, MA 02421, telephone: 781-861-3711.

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