



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

Issue Paper

DATE:

7/25/2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve a sales contract with Numeracy Consultants for Piner and Whites Tower for the 2023-24 school year.

APPLICABLE BOARD POLICY:

01.1-Legal Status of the Board

HISTORY/BACKGROUND:

Numeracy Consultant is a K-5 standard based comprehensive math bundle to be downloaded. The bundle includes the K-3 Primary Numeracy eLibraries 1.0 and 2.0, along with Multiplicative Thinking and Fractional Reasoning. Numeracy Consultant will be used for Tier I, Tier II and Tier III instruction. .

FISCAL/BUDGETARY IMPACT:

\$3,990/\$1,995 per school (School Instructional Funds-7000, Title, ESSER)

RECOMMENDATION:

Approval a sales contract with Numeracy Consultants for Piner and Whites Tower for the 2023-24 school year.

CONTACT PERSON:

Tina Wartman

Principal/Administrator

District Administrator

Superintendent

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

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



Tina Wartman
Kenton County School District
Fort Wright KY, 41017

THANK YOU !

eLibrary School License - License Agreement

1. **Grant of License.** Numeracy Consultants LLC has authorized you ("You" or "Your") to download its electronic eLibrary (the eBooks and eLessons) and hereby grants You a non-exclusive, non-transferable license to use the eBook according to the terms and conditions set forth in the license agreement (the "Agreement") Your use of the eLibrary constitutes your agreement to the terms and conditions set forth in this agreement.
2. **eLibrary – School License User Agreement.** This license permits the eLibrary to be used by only employees assigned to the school who purchased the license, regardless of who purchased and downloaded the eBook and eLesson bundle. You may only print pages of the eBook in connection with your lawful use of the eBook in connection with your provision of mathematics-related instruction. Other than that above, You may not print pages and/or distribute the eBook content to other person or persons who are not employed by the school or considered an employee. This license can not be shared digitally or in hard copy with anyone who is not employed at the school who purchased the license.
3. **Restrictions.** Except as stated in this Agreement, or as otherwise specifically agreed to by Numeracy Consultants LLC, You shall not do any of the following, nor shall You permit other to: (1) share or distribute all or any part of the eBook or eLessons to any other person via email or by making the eBook available as a resource on any school website or intranet: (2) resell, rent, or assign any rights granted hereunder to any other person or institution: (3) duplicate the eBooks or Lessons beyond what is necessary for Your classroom use. (4) remove any proprietary notices, labels or marks from the eBook: (5) modify, augment, or delete any portion of the eBook or eLessons. (6) create derivative works from, or in any way exploit any of the ebook or elessons content, in while print , in print or in electronic form.
The unauthorized use or distribution of copyrighted or other proprietary content is illegal and could subject YOU to substantial damages.
4. **Intellectual Property Protection:** This eLibrary and eLessons is owned by Numeracy Consultants LLC and is protected by United States and international copyright and other intellectual property laws. Numeracy Consultants LLC reserves all rights in the eBook and not expressly granted to You in this Agreement. This license and Your right to use the eBook and eLessons terminate automatically if You violate any part of this agreement.
5. **Disclaimer of Warranty.** These eLibrary and eLessons provided "as is". Numeracy Consultants LLC does not make any warranties or representation, either express or implied, regarding the eBook and eLesson sincluding as to its quality, accuracy, performance, or compliance with any educational or academic rules, regulations, or law in any jurisdiction. Numeracy Consultants LLC specifically disclaims any other warranty, including the implied warranty of merchantability or fitness for a particular purpose.
6. **General.** This agreement constitutes the entire agreement between you and Numeracy Consultants LLC and supersedes any prior agreement concerning the eLibrary. This agreement is governed by the laws of the State of Michigan, without regard to conflict of law provisions... Any claim or dispute arising out of this Agreement must be resolved by a court located in Wayne County, Michigan. You agree to submit to the exclusive jurisdiction of the Michigan Courts in connection with any such claim or dispute.

By signing this agreement I acknowledge the shcools order number will be encrypted and name tagged within the documents that I receive.

Print Name _____

Signature _____ Date: _____

School Address: _____

_____ city _____ State _____ zip _____