

DATE:

October 24, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve the sales order renewal between Kenton County Student Nutrition and NutriSlice .

APPLICABLE BOARD POLICY:

Powers and Duties of the Board of Education 01.1

HISTORY/BACKGROUND:

NutriSlice is an online platform to deliver menus to the Kenton County School District community. NutriSlice provides access to menus, nutrition information, and allergen information through the website or smartphone application.

FISCAL/BUDGETARY IMPACT:

Annual subscription fee to be paid by Student Nutrition is \$5,673.60.

RECOMMENDATION:

Approval to renew the sales order between Kenton County Student Nutrition and NutriSlice.

CONTACT PERSON:

Jennifer Notton, Director of Student Nutrition


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.



Ref. #: 10703

Sales Order

Renewal

Overview

This Sales Order constitutes a contract between Kenton County SD ("Client") and Nutrislice, Inc. ("Nutrislice") for the purchase and provision of the Software, Services, and/or Products described below.

Contact Information

Nutrislice	Kenton County SD
Contact Name: Margaret Dubien	Contact Name: Brian Vanover
Email: margaret@nutrislice.com	Email: brian.vanover@kenton.kyschools.us
Phone:	Phone: (859) 957-2645
Address:	Address: 1055 EATON DR FT WRIGHT, Kentucky 41017-9655 United States

CONFIDENTIALITY NOTICE: As further provided in the Terms and Conditions referenced below, proprietary information included in this Sales Order, including but not limited to pricing and product information, is confidential, except to the extent Client is a public (or publicly funded) entity and disclosure is required by applicable law.

Sales Order Overview

Term

Term Length:	12 Months
Start Date:	December 1, 2023
End Date:	November 30, 2024
Next Renewal Date:	December 1, 2024

Billing

Payment Terms:	Net 30
Initial Invoice Date:	December 1, 2023
Billing Frequency:	Annually
Annual Billing Date:	December 1

COST SUMMARY

Initial Invoice Amount:	\$5,673.60
Total Contract Amount*:	\$5,673.60
Annual Subscription Fees*:	\$5,673.60

* Calculated based on purchases in this Sales Order only – subject to change with any additional purchases and upon renewal.

Purchase Details

Nutrislice agrees to provide the Software, Services, and/or Products and Client agrees to pay the corresponding amounts as provided in the following table(s)**:

Subscription Fees – Recurring			
DESCRIPTION	QTY	UNIT PRICE (12 months)	INVOICE AMOUNT (Initial 12 months)
Nutrislice Menus - Pro	1	\$5,673.60 <i>Per Each</i>	\$5,673.60
SUBSCRIPTIONS SUBTOTAL <i>For Initial 12 months</i>			\$5,673.60
SALES ORDER SUBTOTAL <i>Term of 12 months</i>			\$5,673.60

Following the initial invoice, subsequent recurring Subscription fees are due annually and are subject to annual inflationary price increases. Unless the parties have agreed otherwise, purchased Subscriptions will be directly incorporated into any future renewal, subject to applicable pricing at that time.

** Unless otherwise provided in this Sales Order and/or its Terms and Conditions, all purchases are non-cancellable, non-returnable (as applicable), and committed to by Client upon execution of this Sales Order.

Terms and Conditions

Nutrislice's agreement to provide the Software, Services, and/or Products purchased hereunder is subject to and conditioned upon Client's agreement to and compliance with the terms, conditions and obligations (collectively, the "Terms and Conditions") provided in the following agreement(s), which shall hereby be incorporated into this Sales Order by reference :

- > the Nutrislice Software Subscription Agreement, version 3.3, which is located at and may be downloaded from the following URL:

https://docs.nutrislice.com/Subscription-Agreement-v3_3.pdf

[Signature Page Follows]

APPROVAL

By affixing my signature, I do hereby accept and agree, on behalf of the party named below, to this Sales Order, including the Terms and Conditions provided or incorporated by reference above and any attachments provided herewith, and do hereby acknowledge that I have full authority to do so.

For **Kenton County SD**:

For Nutrislice, Inc.:

Signature

Stanton Aydlett, CFO
or other authorized signer

Name

Date

Title

Date

Client Billing Information

Billing Contact Name/Dept: _____

Billing Email Address: _____

Tax-Exempt? (Yes/No)* _____

**If your organization is tax exempt, please forward the appropriate tax-exempt certificate for your jurisdiction to billing@nutrislice.com upon full execution of this sales order.*