

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: IX C **DATE:** April 15, 2020

TOPIC/TITLE: Contracts

PRESENTER: D. Scott Hawkins

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
☒ ACTION REQUESTED AT THIS MEETING
☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
☐ BOARD OF EDUCATION POLICY
☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
☐ ACTION:

BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

SUMMARY OF MAJOR ELEMENTS:

Attached contract(s) recommended for approval: MOA with Campbellsville University (create a Master of Arts in Schoom Improvement program); Adidas (WCHS/WCMS sports footwear, apparel and accessory products thorough Bumblebee Team Sports).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

Memorandum of Agreement

Woodford County Board of Education
Campbellsville University School of Education.

This Memorandum of Agreement (MOA), dated _____ is for the purpose of creating a Master of Arts in School Improvement (MASI) program in partnership between the Woodford County Board of Education and the Campbellsville University School of Education. The MOA beginning July 1, 2020 and ending June 30, 2022 hereby contains the following provisions.

- The new MASI program called Woodford County/Campbellsville University Grow Your Own will be exclusively available to teachers who work in the Woodford County. Classes will be co-taught using the Campbellsville University School of Education curriculum and course pathways but through the “lens” of becoming a teacher leader in Woodford County Schools
- The program will consist of 10 eight-week bi-terms with students taking one class each term for a total of 30 hours. It is anticipated that five – 10 students will participate in each cohort with each cohort progressing the entire course pathway before a new one begins.
- All classes will be co-taught at the Woodford County Middle School by Woodford County district administrative personnel and CU School of Education faculty except for those taught during the first and second summer bi-terms. During these terms, classes will be taught online by Campbellsville University School of Education faculty. All CU faculty and Woodford County personnel in order to teach classes must meet requirements as determined by Campbellsville University.

Hereby agreed upon by,

Woodford County Superintendent

Date: _____

Woodford County Board of Education Chair

Date: _____

Dean, School of Education, Campbellsville University

Date: _____

ADIDAS TEAM AGREEMENT

1. **Terms:** Beginning July 1, 2020 and extend through June 30, 2025 although can be cancelled annually on the Anniversary Date, upon 120 day prior written notice of its intention not to renew.

2. **Sports: Woodford Co. High School and Middle School**

3. **Products Included:**

Footwear: GAME/TRAINING/TRAVEL/SIDELINE/STAFF

Apparel: GAME UNIFORMS/TRAINING/TRAVEL/SIDELINE/STAFF

Accessories: GAME/TRAINING/TRAVEL/SIDELINE/STAFF

4. **Pricing:**

During the term of this Agreement, Woodford Co. High School and Middle School agree to purchase adidas footwear, mi-team apparel and accessory products through Bumblebee Team Sports at 35% off retail catalog price.

During the term of this Agreement, Woodford Co. High School and Middle School agree to purchase adidas apparel products through Bumblebee Team Sports at 40% off retail catalog price.

*Pricing for custom uniforms will be determined by School, BTS and adidas.

5. **Promotional Products provided in exchange for exclusive product purchases as outlined above:**

\$14,000 at retail catalog price of adidas promotional products in each year of agreement for the high school.

\$4,000 at retail catalog price of adidas promotional products in each year of agreement for the middle school.

\$5,000 at retail catalog price of adidas/Woodford County co-branded banners, media wall, signage, tablecloths, etc.

Promotional merchandise allocation is the sole responsibility of the ATHLETIC DIRECTOR.

Unused promotional merchandise amounts, as of 5:00 pm on June 30th, each year of this Agreement, are forfeited by Woodford Co. High School and Middle School . As a result, promotional merchandise cannot be carried from one school year to the next.

6. **Bonus compensation (merchandise):**

\$1500 State Championship Promotional Product Bonus at adidas retail price.

7. **Use of adidas Products:** Exclusive athlete and staff use of adidas Products when engaged in athletic related activities.
8. All promotional products will be shipped blank and adidas is not responsible for embellishment costs on promotional items.
9. School is responsible for payment of all freight and/or shipping charges.

10. **Disclaimer of Warranty:** adidas shall not be liable to Woodford Co. High School and Middle School for any injury or damage suffered by Woodford Co. High School and Middle School from wearing or using adidas Products, except such injury or damage resulting from the gross negligence or willful misconduct of adidas. SPECIFICALLY WAIVES, ONLY AS AGAINST ADIDAS, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

adidas America, Inc.

SUPERINTENDANT:

By:

By:

JIM WATKINS, Sales Representative

Woodford County Schools

180 Frankfort Street
Versailles, KY 40383

By:

GREG BECKWITH, Team Sales Manager

BUMBLEBEE TEAM SPORTS:

By:

Jay Grant, Sales Representative

Address:

125 MacArthur Court
Nicholasville, KY 40356

Exhibit A

In exchange for the terms and conditions listed in the TEAM AGREEMENT, School will provide adidas with the following during each year of the agreement:

In all media and methods of communication listed below, School agrees that adidas shall be the exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products.