

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIIID **DATE:** February 15, 2022

TOPIC/TITLE: Contract

PRESENTER: Danny Adkins

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 recommended for approval: Franklin Covey (Opening Day Specaker); Northeast (August 4-5, 2022 KAGAN Training Day 1 & 2); ISG (ISG acquired Trane-Competitive pricing for energy supply); UK Athletic Trainer Renewal; Anderson Commercial Cleaning (custodial cleaning services).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

Danny Adkins Jr.

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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 recommended for approval: Franklin Covey - Opening Day Speaker.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

Danny Adkins Jr.



Leader in Me® Agreement

This Agreement is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey") and the following organization ("Client"):

Organization: Woodford Co School District	Contact Person: Danny Adkins
Address: 330 PISGAH PIKE	Email: danny.adkins@woodford.kyschools.us
City, State, Zip: VERSAILLES, Kentucky 40383	Telephone: (859) 879-4600

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table.

Deliverable	Invoice Date	Price	Quantity	Total
Unconscious Bias Consultant Rate	Upon Delivery	\$3,500.00	1	\$3,500.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

Client agrees to abide by the Terms and Conditions stated below.

Franklin Covey Client Sales, Inc.

Organization

Signature:

DeeJayHomer

Signature:

Printed Name:

Dee Jay Homer

Printed Name:

Title:

Client Services Coordinator

Title:

Effective Date:

Terms and Conditions

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any Services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: This Agreement shall commence with the Effective Date and continue until all services have been completed. If Client terminates for convenience, FranklinCovey shall not refund any amounts paid by Client. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIIID **DATE:** February 15, 2022

TOPIC/TITLE: Contract

PRESENTER: Danny Adkins

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
☒ ACTION REQUESTED AT THIS MEETING
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☐ 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.

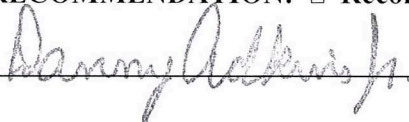
SUMMARY OF MAJOR ELEMENTS:

Attached contract recommended for approval: Northeast (August 4-5, 2022 KAGAN Training Day 1 & 2).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended





Event Contract Lease, Terms, and Conditions

THIS AGREEMENT, dated this 9th day of February, 2022,
between NorthEast Christian Church, Lessor
and, Woodford County Schools, "Lessee".

All reservations and agreements are made upon, and are subject to the rules and regulations of the Lessor and the following conditions:

FEES: Date (s), times and charges are detailed on the attached "Event Invoice" and incorporated into this Lease by reference. If Lessee is quoted a discount or high volume rate based on projected room usage, Lessors reserves the right to review this rate periodically and verify actual room usage to projected room usage. Lessor reserves the right to increase room rates or stated costs if volume projections are higher than what was stated on the Event Invoice. All prices are subject to change with notification when possible (within seven days prior to any said changes). Lessor reserves the right to move functions to rooms other than those appearing in this lease or the attached "Event Invoice" with prior notification.

PAYMENT: Full payment is due within 30 days of event. Any discrepancies in counts or changes should be identified and resolved at the end of the function.

SET-UP: Set up design/requirements are to be turned in to Lessor seven (7) days prior to the event. Once the room has been set any changes will need to be taken care of by the Lessee after receiving approval from the Lessor. Items may only be brought into the facility the day of the event unless other arrangements have been approved by Lessor and a room usage fee will be charged for each additional day. All items brought must be removed from the facility the day of the event unless other arrangements have been approved by Lessor prior to the event.

TIME: In order for Lessor to satisfy all of its Lessees, no function will be permitted to exceed the time specified without Lessor's prior approval. **Time in excess of that agreed to in the contract will be billed at \$25 per hour.** The building will be made available for the agreed upon time frame and any outside deliveries must be made during that time.

CANCELLATIONS: Notice of cancellation **MUST BE RECEIVED AT LEAST FIVE BUSINESS DAYS PRIOR TO EVENT.** If event is cancelled between 1 and 4 days prior to the event, all monies will be reimbursed minus any expenses incurred to NCC. If event is cancelled on the day of the event, a \$50 late cancellation fee will be billed for GYM rentals and \$25 fee for all other rooms. If, however, cancellation is weather related, such as school closings, or a natural disaster, no fee will be imposed. NorthEast Christian Church, at its own discretion, reserves the right to cancel at any time due to inclement weather.

ACTIVITIES: The premises shall be used ONLY for those approved activities designated on the "Event Invoice".

- **NO OTHER ACTIVITIES MAY BE HELD WITHOUT PRIOR NOTIFICATION IN WRITING AND APPROVAL OF LESSOR.**
- Lessee must obtain prior approval from Lessor for ALL activities that are planned for the function.

CHURCH POLICY:

- No smoking is permitted in the building.
- No alcoholic beverages are allowed on the premises, anyone in violation of this policy will be asked to leave the premises immediately.
- NCC IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.
- The piano and band equipment may not be moved or used.
- No food or beverages are allowed inside the Worship Center or Choir Room.
- Rooms not reserved and paid for are off limits.
- All functions must end and/or outside equipment removed no later than 10:00 pm, this includes any time needed for tear-down or cleaning.
- Occasionally, it may be necessary to require speakers and bands to stay within certain volume limits; Lessee agrees to comply with requests related to this from Lessor.
- Depending on the space that is rented it will be at the Lessor's discretion which outside entrance will be used.
- Ministry tables are moved at the Lessor's discretion and only by NCC personal.

SOUND: Only those individuals authorized by the church may operate the system or be in the sound room.

VIDEO: NCC's video equipment is not available for use. There will be no standing on furniture or railings in the building for videography.

CHILDREN: Children shall be supervised at all times both inside and outside the building and are not permitted to run through the building. When space permits you have the option of renting an additional room for the children, Lessee must provide the appropriate number of adult supervisors to stay with the children at all times. If children are left unsupervised, Lessor shall ask the parents to remove the children from the premises, failure to comply with this request will result in the Lessor having to stop the event.

DECORATING GUIDELINES: All displays and/or decorations shall be subject to the prior approval of Lessor. Absolutely no rice, birdseed, confetti or similar items may be dispensed inside the facilities. There may not be helium balloons used inside the Gym or Worship Center. No nails, tacks, pins, staples, gum or anything that will mar the woodwork or furniture may be used. Absolutely no display materials are to be hung with staples or tacks. Scotch tape or duct tape may not be used on equipment, walls or ceilings; 3-M removable tape is the ONLY adhesive that is approved for displaying signage. Any potted plants must be on saucers. Flammable substances are not permitted in the building or on the premises. No equipment is ever to be arranged in a potentially dangerous manner or blocking an exit. All decorations must be removed immediately following the event.

FACILITIES: Lessee will be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed prior to the event and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to its present condition other than by ordinary use and wear.

KITCHEN: The fee for the kitchen is for use only. The kitchen must be returned to the condition it was in prior to use (cleaned, floor mopped, everything put back where it was etc.), or a cleaning charge of \$150 will be applied.

CLEANING: In addition to the kitchen Lessee is responsible for clearing and throwing away dirty dishes/cups/utensils from all tables. If there is excessive trash on the floor Lessee will be asked to provide help cleaning that up as well.

FACILITY HOST AND PARKING: Any event taking place after business hours will incur a Facility Host fee. A Facility Host will be on site for all after hours events. For events of more than 300 attendees, two Facility Hosts will be required and will be charged in the rental of the facility. Parking will be allowed only in those areas designated by the Lessor. Parking in front of the building will be permitted for loading and unloading only. All fees are in addition to the rental charges and must also be paid in full prior to entry into the facility. Shuttle Bus service and Parking Attendants are required for all events with over 375 attendees. Facility Host and Parking may be determined on a case by case basis through the Event Manager.

INDEMNIFICATION: The Lessee agrees to hold harmless NorthEast Christian Church and its employees from and against any and all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the event, including claims for loss or damage to any property, or for death or injury to any individual.

DEFAULT: If Lessee shall fail to make any payment when due or shall otherwise breach any term of the Lease, Lessor may, at its option, declare Lessee to be in default and immediately terminate all rights of Lessee hereunder and also to recover from Lessee damages which Lessor may incur by reason of breach of the lease, including any costs and expenses it may incur. Lessor may also retain any monies paid prior to termination as liquidated damages.

NOTE: NorthEast Christian Church reserves the right to require removal of any decorations/items it deems inappropriate or offensive
Date: August 4th and 5th, 2022

Signed:

Lessee: _____ Date: _____

Lessor: Rebecca Houston _____ Date: 2/9/2022 _____

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** February 28, 2022

TOPIC/TITLE: Authorized Pricing Acquisition Representative - Trane to ISG

PRESENTER: Jeff Martello

ORIGIN:

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

Trane has been acquired by ISG Enterprise Energy Solutions. The original agreement was signed by leadership in the Fall of 2018 with Trane to act on the behalf of WCPS in obtaining pricing for electrical or gas supply. This is Letter of Authorization agreement maintains the ability for ISG to act on our behalf to obtain competitive pricing for our energy supply since ownership has changed.

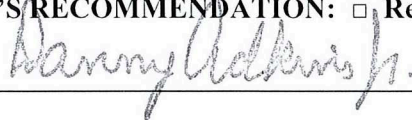
SUMMARY OF MAJOR ELEMENTS:

Motion to enter into agreement as a Letter of Authorization with ISG.

IMPACT ON RESOURCES: NA -

TIMETABLE FOR FURTHER REVIEW OR ACTION: NA

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended





Insight Sourcing Group

LETTER OF EXCLUSIVE AUTHORIZATION

This Letter of Exclusive Authorization ("LOEA") is to designate Insight Sourcing Group ("ISG") as the exclusive Authorized Agent on behalf of _____ ("Buyer") for the purposes of obtaining (as applicable) Electricity and/or Natural Gas Supply for the listed accounts, and authorizes Buyer's utility and current supplier to release information about the Buyer's historical energy usage, billing information and contract(s) to ISG, and to any potential Supplier of Electricity and/or Natural Gas, as identified by ISG. Buyer further authorizes ISG to establish access to data electronically through any online system provided by the Buyer's Electric Distribution Company ("EDC") and/or Local Distribution Company ("LDC") and to provide access to such data to any potential Supplier of Electricity and/or Natural Gas. Buyer hereby directs all potential suppliers to work exclusively with ISG to provide pricing for electricity and/or natural gas supply.

This authorization supersedes any previous authorization of similar scope currently in place. This Agreement authorization will remain in effect for an initial term of ninety (90) days and thereafter until modified or revoked in writing by the undersigned, which written notice will cancel this Agreement. ISG will solicit offers from as many qualified suppliers as needed to assure a competitive price, and will present the supplier offers to the Buyer in a manner and with enough detail to allow a direct comparison of the offers. In return, the Buyer agrees not to solicit pricing except through ISG for the term of this Authorization.

BUYERS NON-BINDING AUTHORIZATION

This authorization in no way binds me to the purchase of any service or product from the Authorized Agent herein and is to be used for the sole purpose of determining my offer price of electricity supply or natural gas supply or the provision of other energy-related services. I understand that if I execute a supply agreement through the services of the Authorized Agent, the fee for this service will be included in the supplier's contract rate.

Return completed form to ISG at EnergyChoice@insightsourcing.com

Name/Title

Legal Entity Name

Telephone No. Ext.

Email Address

☐ Federal Tax ID or ☒ DUNS No.

Legal Entity *Street Address*

Legal Entity *City/State/Zip*

Authorized Signature

Date (*Required*)

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** February 28, 2022

TOPIC/TITLE: Renewal of Certified Athletic Trainer Contract with University of Kentucky College of Medicine

PRESENTER: Jeff Martello

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
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- ☐ 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:

UK employs two certified athletic trainers (ATC) for WCPS that provide training room hours and coverage of all KHSAA sanctioned athletic practices and home events and are on-site at the middle schools for practices on a pre-determined schedule and for home events.

SUMMARY OF MAJOR ELEMENTS:

WCPS has the opportunity to renew the current agreement for an additional one year term (up to three ending June 2025) starting in FY23. WCPS to include the Athletic Department has confirmed that the services rendered currently by the UK Athletic Training staff has been positive and very much desired for FY23. Seeking renewal approval of the UK College of Medicine contract for an additional fiscal year.

IMPACT ON RESOURCES: \$49,544

TIMETABLE FOR FURTHER REVIEW OR ACTION: NA

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended



**AGREEMENT BETWEEN UNIVERSITY OF KENTUCKY
AND
WOODFORD COUNTY HIGH SCHOOL**

I. INTRODUCTION

This Agreement made and entered into this 1st day of July, 2019 is by and between the University of Kentucky College of Medicine, Department of Orthopaedic Surgery & Sports Medicine hereinafter known as **UK** and located at 800 Rose Street, Lexington, KY 40536 and the Woodford County Schools, hereinafter known as **SCHOOL** and located at 330 Pisgah Pike, Versailles, KY 40383.

II. PURPOSE

This Agreement is to establish certified athletic trainer coverage for the WCS sports seasons.

III. UK RESPONSIBILITIES

- a. UK will employ two certified athletic trainers (ATC) for WC who will provide training room hours and coverage of all KHSAA sanctioned athletic practices and home events and be on-site at the middle schools for practices on a pre-determined schedule and home events. Actual time spent at each school will depend on the athletic event practice and event schedule.
- b. The UK ATC's will be certified by the National Board of Certification and Licensed by the Kentucky Board of Medical Licensure. The UK ATC's will have cleared a background check and drug screening conducted by the University of Kentucky Human Resources.
- c. UK will provide a medically licensed physician to be in attendance, on the sideline for every home varsity football game. A licensed physician will also be available 24 hours per day, 7 days a week through UK's clinical offices at the University of Kentucky Chandler Medical Center. (UKCMC)
- d. UK will provide an ATC who will be on-site for all KHSAA sanctioned home athletic events. All high school varsity football away games will be provided with ATC coverage.
- e. UK will provide an ATC for special events such as District and Regional and/or tournaments for an additional fee to be determined prior to the event.
- f. UK on-site coverage will begin on the date the KHSAA allows practices for fall sports to begin. The ATC's will provide coverage up to eight (8) hours per day Monday through Friday until school is in session. Once school is in session, the ATC's will provide coverage Monday through Friday unless a game is involved.

IV. SERVICES PROVIDED

- a. UK ATC's will create and maintain medical records for all High School athletes and student athletic trainers. Records shall include:

- i. Pre-participation physical examinations
- ii. Injury reports
- iii. Treatment logs
- iv. Physician reports/correspondence

An Injury Surveillance Tracking system will also be used to help identify patterns of injury, assist in creating injury prevention programs, and save injury data for yearly comparisons.

- b. UK ATC's will provide Emergency Action Plans (EAPs) for each athletic venue at their assigned school. Each EAP will be discussed with the coaching staff of that venue and a copy will be given to them and the Athletic Director or Assistant Principal. A copy will also be on file in the training room and at the UK offices. Risk Management will also be addressed with the coaches and Athletic Director through the following:
 - i. Identification of hazards and risks at each athletic venue.
 - ii. Elimination of identified risks where possible.
 - iii. Modification of the sports program to reduce exposure to hazards and risks, which cannot be eliminated.
 - iv. Preparation for appropriate responses to injuries, which may occur after all precautions are taken.
- c. UK will provide a physician as Medical Director to work directly with WCS Risk Management to oversee the Automated External Defibrillator (AED) plan and protocols.
- d. UK ATC's will cover practices up to four (4) hours each day when school is in session, including all full-contact football practices. Coverage will begin at the end of the regular instructional day. A practice schedule shall be supplied by the school.

When school is not in session, coverage of practice will be based on parameters such as: risk of injury, number of participating athletes, and current medical needs of the athletes.

Priority shall be given to the home campus practice sites, in conjunction with the previously listed parameters, when determining which sports practice is covered.

- e. Conflicting event/practice coverage shall be coordinated with the UK ATC and the Athletic Director. Conflicts will be addressed by prioritizing based on level of play, risk associated with the activity, location and medical status of the involved team. Final determination of any conflicting event/practice coverage will be made by the UKOSM Team physician if needed.
- f. The UK ATC's will provide student athletic trainer supervision and instruction, including CPR certification at no cost. Any significant information on student athletic trainer effectiveness shall be provided to the coaches as needed.

- g. CPR certification will be offered to the coaches at a minimal cost to each coach and/or school.

V. FACILITIES AND SUPPLIES

- a. The UK ATC's will be involved with the ordering and purchasing of athletic training supplies to make sure appropriate supplies are ordered. Supplies will be paid for by the school and/or school district.
- b. The school will provide adequate space or an appropriate location for an athletic training room.

VI. BOARD RESPONSIBILITIES

- a. Assure that the Coaching staff and Athletic Director of will set aside a time to meet with the ATC's assigned to their school before each school semester to establish priorities.
- b. Assure that the school will cooperate with the assigned ATC's to develop a defined plan for dealing with emergencies in any athletic activity situation.
- c. Provide financial support for the athletic training program as defined in Attachment 2 of Athletic Trainer Services and the Finance section of this proposal.

VII. AFFIRMATIVE ACTION

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed services, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or non-smoker, as long as the person complies with University policy concerning smoking.

VIII. RISK MANAGEMENT

The SCHOOL administrator and UK's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a UK faculty or staff member is involved with said patient's care.

IX. LIABILITY

The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 49.030 seq for the recovery of tort claims made against UK, its agents, officers or employees. UK is self insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by UK or its agents. Agents of UK include members of the Board of Trustees, faculty, staff nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UNIVERSITY maintains commercial excess general and medical malpractice liability insurance.

SCHOOL shall maintain professional liability insurance of not less than One Million (\$1,000,000) Dollars per claim and Three Million (\$3,000,000) Dollars aggregated per policy year, or such other minimum amounts as may be required from time to time by UK. The policy of insurance shall provide that such insurance shall not be cancelled, modified, or permitted to lapse without thirty (30) days prior written notice to UK. SCHOOL shall promptly, following request by University from time to time, provide evidence of such insurance acceptable to University.

VI. CORPORATE COMPLIANCE

SCHOOL affirms that it is aware that UK operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-Line. SCHOOL has been informed that a copy of the UK compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this Agreement. It is understood that should SCHOOL be found to have violated the UK compliance plan, UK can, in its sole discretion, terminate this Agreement upon written notice. SCHOOL recognizes that it is under an affirmative obligation to immediately report to UK's Corporate Compliance Officer in directly in writing, or through the Comply-Line at 859-323-8022 or 1-877-898-8002, any actions by an agent or employee of UK which SCHOOL believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period no compromise can be reached, the Agreement will terminate.

VII. FINANCE

The services listed above will be provided through this contract term. In exchange for the above services SCHOOL agrees to the following:

- A. SCHOOL agrees to recognize the services provided by UK in SCHOOL's athletic programs for high school varsity sports.
- B. SCHOOL agrees to display a banner at home football and basketball games to be provided by UK.
- C. SCHOOL agrees to remit the sum of \$49,544 (\$33,544 for the high school and \$16,000 for the middle school component) to UK upon execution of this Agreement. Payment will be mailed to the following address:

University of Kentucky Sports Medicine

2195 Harrodsburg Road

Lexington, KY 40504

Attn: Rob Ullery

WCS will remit payment within 30 days of the invoice date to the following address:

University of Kentucky Sports Medicine

2195 Harrodsburg RD, Suite 125

Lexington, KY 40504

Attn: Rob Ullery

VIII. TERMS OF THE AGREEMENT

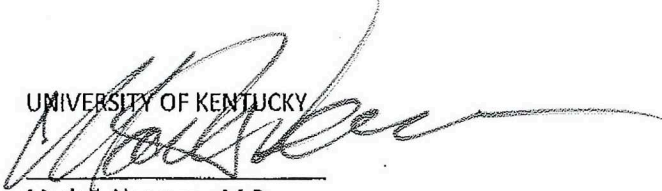
Provision of services will be for a three (3) year contractual period beginning July 1, 2019 and ending June 30, 2022. Contract may be renewed for additional one (1) year terms, up to a total of three (3) years subject to approval of both WCS Board and UKCMC.

IX. SIGNATURES:

WITNESS the signatures of the parties hereto to the duplicate originals:

APPROVED BY:

UNIVERSITY OF KENTUCKY

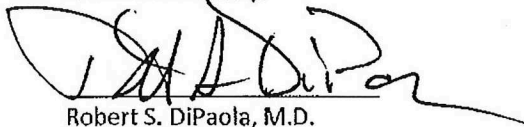

Mark F. Newman, M.D.
Executive Vice President
For Health Affairs

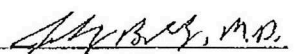
SCHOOL


Name:

Title: *superintendent*

Recommended By:


Robert S. DiPaola, M.D.
Dean, UK College of Medicine


Jeffrey Selby, M.D.
Interim Chair, Department of Orthopaedic Surgery
College of Medicine

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIIID **DATE:** February 15, 2022

TOPIC/TITLE: Contract

PRESENTER: Danny Adkins

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 recommended for approval: Anderson Commercial Cleaning (custodial cleaning services).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

Danny Adkins Jr.

Custodial Cleaning Services Agreement

This cleaning Services Agreement is dated this _____ day of _____, _____.

CLIENT

Woodford County Public Schools

330 Pisgah Pike

Versailles, KY 40383

(the "Client")

VENDOR

Anderson Commercial Cleaning, LLC

112 Burley Way

Mt. Sterling, KY 40353

(the "Vendor")

BACKGROUND

A. The Client is of the opinion that the Vendor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.

B. The Vendor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Vendor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Vendor to provide the Client with the following cleaning service (the "Services"):

a. Monthly / Hourly Custodial Cleaning Services at the rate of \$20.50

b. Monthly / Hourly Custodial Supervisor Services at the rate of \$24.50

2. The "Vendor" shall comply with all local, state and federal policies, regulations and laws applicable to the Woodford County School District, including, but not limited to, a requirement that all persons provided by the contractor shall submit to criminal history background checks and child abuse/neglect

registry checks approved by and acceptable to the Superintendent in accordance with Board Policy 4.32 and KRS 160.380.

CLEANING SUPPLIES

3. The Client shall provide and maintain all necessary cleaning supplies to the Vendor.

TERMS OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for 1 year with the possibility of a 2nd year renewal based on the Vendor's ability to commit to continuous quality of service of the life of the contract.

5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

6. In the event that either Party breaches a material or services provision under the Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against reasonable damages.

7. This Agreement may be terminated at any time by mutual agreement of the Parties.

8. Except as otherwise provided in this Agreement, the obligations of the Vendor will end upon the termination of this Agreement.

ACCEPTANCE AND CAPABILITY TO DELIVER TECHNICAL REQUIREMENTS

9. The Vendor shall ensure that it maintains at all times, proper safety standards in connection with the performance of the Services at the Client's location where Services are performed. The Vendor's Safety Standards Manual will be available upon request and is maintained through our online INSnetworld account.

PERFORMANCE

10. The Vendor agrees to provide the Supervisor Oversight necessary to ensure that ALL Services binding of this Agreement are provided at a minimum service Level 2 standard and the target service Level of 1.

11. The Vendor will provide a monthly Quality Review of Services provided and review all findings with the Client.

12. Upon acknowledgement of dissatisfaction by the Parties, the Client will allow the Vendor to correct any faltering of Services within 7 days.

13. Upon the inadequate curing or continuing of faltering services, if not corrected within an additional 7 days the Client may terminate this agreement immediately.

CURRENCY

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

15. The Client will be invoiced the 1st of every month along with applicable timecards.

16. Invoices submitted by the Vendor to the Client are due within 30 days of receipt.

CONFIDENTIALITY

17. Confidential information (the "Confidential Info") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

18. The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The Vendor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will end on the termination of the Agreement except in the case of any Confidential information which is a trade secret in which case those obligations will last indefinitely.

INSURANCE

19. The Vendor shall at all times maintain insurance applicable to the Services being performed by the Vendor. Such insurance shall include Comprehensive liability coverage, Property damage, Auto liability and Worker's Compensation.

20. The Vendor shall furnish to the Client a copy of such relevant insurance policies upon request of the Client.

RETURN OF PROPERTY

21. Upon the expiration or termination of this Agreement, The Vendor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

22. Upon the expiration or termination of this Agreement, The Client will allow the Vendor to remove all cleaning equipment and personal effects of employees that is located at the property of the Client.

CAPACITY/INDEPENDENT VENDOR

23. In providing the Services under this Agreement it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Vendor during the Term. The Vendor is responsible for paying, and complying the reporting requirement for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

NOTICE

24. All notices, requests or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____

Or the applicable contact email

b. Anderson Commercial Cleaning, LLC

112 Burley Way Mt. Sterling, KY 40353

Or Melissamccall@andersoncommercialcleaning.com

Or to such other addresses as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

27. The Vendor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

29. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

SEVERABILITY

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures this _____ day of _____,
_____.

_____ School District

Signed: _____

Officer's Name and Title: _____

ANDERSON COMMERCIAL CLEANING, LLC

Signed: _____

Officer's Name and Title: _____