

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #: IXH DATE:** June 3, 2022

**TOPIC/TITLE:** Contracts

**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.

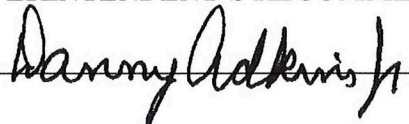
**SUMMARY OF MAJOR ELEMENTS:**

Attached contract recommended for approval: Woodford County Fiscal Court; KEDC 22-23 Membership; Whatever It Takes Inc. Continue Service Retainer; Wellable; Updated MOU for Pearson Transcend.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended ☐ Not Recommended

  
\_\_\_\_\_

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** June 20, 2022

**TOPIC/TITLE:** Contract with Woodford County Fiscal Court

**PRESENTER:** Shane Smith

**ORIGIN:**

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

Per KRS 158.110, it is not constitutionally permissible for the board of education to provide transportation to non-public school children.

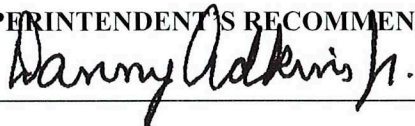
**SUMMARY OF MAJOR ELEMENTS:**

We are required to contract with the local fiscal court to seek reimbursement of all transportation costs of non-public school children. This contract will be for the 2022-2023 school year.

**IMPACT ON RESOURCES:** Included in General Fund Budgets

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended            ☐ Not Recommended



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## CONTRACT

This **CONTRACT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **WOODFORD COUNTY BOARD OF EDUCATION, KENTUCKY**, 330 Pisgah Pike, Versailles, Kentucky 40383, and **WOODFORD COUNTY FISCAL COURT**, 103 Main Street, Versailles, Kentucky 40383.

The purpose of this contract is to comply with **KRS 158.110** and set forth terms related to the transportation provided by the **WOODFORD COUNTY BOARD OF EDUCATION** to non-public school students in Woodford County. The Kentucky General Assembly has appropriated funds to reimburse county fiscal courts for a portion of cost incurred for the transportation of non-public school students. Therefore, it is agreed upon that at the end of the 2022-2023 school year, **WOODFORD COUNTY FISCAL COURT** will reimburse the **WOODFORD COUNTY BOARD OF EDUCATION** for the transportation of non-public students.

The **WOODFORD COUNTY BOARD OF EDUCATION** will submit a statement of cost to transport non-public schools to the **WOODFORD COUNTY FISCAL COURT** at the end of the school year and upon receipt of said statement, reimbursement will be issued to the **WOODFORD COUNTY BOARD OF EDUCATION**.

\_\_\_\_\_  
Woodford Co. Judge/Executive

\_\_\_\_\_  
Woodford Co. Schools Superintendent

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Date Approved by Board of Education

ATTEST:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #: IXH DATE:** June 3, 2022

**TOPIC/TITLE:** Contracts

**PRESENTER:** Danny Adkins

**ORIGIN:**

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
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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: KEDC 22-23 Membership.

**IMPACT ON RESOURCES:** \$5235.00 from general fund.

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended ☐ Not Recommended

*Danny Adkins Jr.*

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# Kentucky Educational Development Corporation (KEDC)

904 Rose Road, Ashland, KY 41102-7104

[www.kedc.org](http://www.kedc.org) Phone (606) 928-0205 FAX (606) 928-3785

## Woodford County 2022-2023 COOPERATIVE MEMBERSHIP AGREEMENT

### BOARD MEMBERSHIP

\$5,235.00

- Networking and professional development opportunities for Superintendents and school personnel;
- Communication/Marketing Blitzes
- Advice and limited legal services from the KEDC Board Attorney;
- Advice and information services from KEDC Facilities Consultant;
- Instructional Support services thru Professional Learning workshops and via KEDC's Instructional consultants;
- Grant Opportunities through Special Education, Adult Education, Dept of Labor, U.S. Department of Education and more;
- KPC membership including access to collective bidding, purchasing, and technology services – cabling, network, etc.;
- Salary surveys and ranking reports with online access;
- Minority recruitment advertising;
- Munis Support

ADD Retainer Funds for use on KEDC Paid services, such as Technology, Instructional Trainings, etc.

\$ \_\_\_\_\_

**TOTAL COOPERATIVE MEMBERSHIP FEES:** *(Please total)*

\$

For KEDC budgeting purposes please return this form by June 24, 2022.

Your 2022-2023 invoice will be issued based on this form.

You must notify KEDC in writing by June 24, 2022 to withdraw from KEDC membership.

Fees calculated based on your 2019 ADM of 3845

The Universal Service Fund Letter of Agency on the reverse of this form facilitates USF Reimbursement for Districts utilizing USF eligible Consortium Bids and is incorporated in this agreement. Your signature below authorizes KEDC to submit USF form 470 on your behalf and certifies compliance with the USF regulations contained in the Letter of Agency by the Woodford County Schools.

To assist KEDC and KPC's ongoing efforts to improve the Collective Bidding/Purchasing and Technology Services, Woodford County Schools agrees to provide KEDC as requested with annual and periodic Vendor Lists comprised of information such as vendor name, total amount purchased, items purchased, quantities, and purchase prices. District agrees to notify KEDC of any new construction or renovation to allow KEDC to advise of services available as well as notify KEDC when it is soliciting its own bids.

I hereby certify that the Woodford County Board of Education has agreed to participate in the KEDC programs and services with the terms as indicated above.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Chairperson Board Chairperson

Board Order # \_\_\_\_\_ Purchase Order # \_\_\_\_\_  
(Please supply) (PO# is Optional)





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\$ \_\_\_\_\_

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Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Chairperson Board Chairperson

Board Order # \_\_\_\_\_ Purchase Order # \_\_\_\_\_  
(Please supply) (PO# is Optional)



April 27, 2022

**CHAIRMAN**  
Sanford Holbrook  
**CHAIRMAN-ELECT**  
Patrick Richardson  
**PAST CHAIR**  
Kyle Lively  
**CHIEF EXECUTIVE OFFICER**  
Nancy Hutchinson

**KEDC MEMBERS**  
Augusta Independent  
Barbourville Independent  
Bath County  
Bell County  
Berea Independent  
Bourbon County  
Boyd County  
Breathitt County  
Campbellsville Independent  
Carter County  
Casey County  
Clark County  
Clay County  
Corbin Independent  
Danville Independent  
Elliott County  
Estill County  
Fairview Independent  
Fayette County  
Fleming County  
Floyd County  
Frankfort Independent  
Garrard County  
Greenup County  
Harlan Independent  
Harrison County  
Jackson Independent  
Jessamine County  
Jenkins Independent  
Johnson County  
Knott County  
Knox County  
Lawrence County  
Lee County  
Leslie County  
Letcher County  
Lewis County  
Lincoln County  
Logan County  
Madison County  
Magoffin County  
Martin County  
Mason County  
McCreary County  
Menifee County  
Mercer County  
Middlesboro Independent  
Montgomery County  
Morgan County  
Newport Ind.  
Nicholas County  
Owsley County  
Paintsville Independent  
Paris Independent  
Perry County  
Pike County  
Pikeville Independent  
Pineville Independent  
Powell County  
Pulaski County  
Raceland Independent  
Robertson County  
Rockcastle County  
Rowan County  
Russell Independent  
Russellville Independent  
Scott County  
Somerset Independent  
Wayne County  
Whitley County  
Williamsburg Independent  
Wolfe County  
Woodford County

**TO: KEDC Member Superintendents**

**FROM: Ms. Nancy Hutchinson, Chief Executive Officer** *NH*

Happy Spring! I hope you've been able to take some time to enjoy the beautiful flowers and green trees that are budding everywhere! This is a time for new life and enjoyable moments with family. As you wind down the school year, I hope you have a wonderful summer filled with all the fun things you love to do!

Enclosed you will find two copies of a KEDC Membership Form for your review. It includes a statement to be signed by your Board Chairperson certifying approval and includes lines to indicate the Board Order Number. The back of the form includes E-Rate language that is part of and referenced in the membership agreement, so please include front and back on any copies. Please return an original signed membership form by mail (*not faxed*) by June 24, 2022.

This year's form again includes the option to utilize a *Retainer Account at KEDC*. This just means that you can deposit funds when you pay your Membership fees that will be kept in an account earmarked for services, trainings or projects that you choose to utilize at a later time. It could really be an asset to your district!

Board Membership includes but is in no way limited to:

- **Networking and professional development opportunities** for Superintendents and school personnel including Principals, Inst. Technology, Counselors, PDC's, DTC's, Food Service, Finance, Facilities and more!
- **Communication/Marketing Blitzes** – *we love promoting our school districts!*
- **Advice and limited legal services** from the KEDC Board Attorney;
- **Advice and information services** from the KEDC Facilities Consultant;
- **Instructional Support** and leadership development services thru Professional Learning workshops and via KEDC's Instructional consultants;
- **Grant Opportunities** through Special Education, Adult Education, Technology, Arts, History and more;
- **KPC Membership** including access to collective bidding, purchasing, and technology services;
- **Salary Surveys & Rankings, Minority Recruitment advertising & Munis support!**  
*...and much, much more!!*

If you have any questions, or for additional information on KEDC services, visit [www.kedc.org](http://www.kedc.org) or call 1-800-737-0204.

**RECEIVED**

**MAY - 2 2022**

**WOODFORD COUNTY  
BOARD OF EDUCATION**

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** June 6, 2022

**TOPIC/TITLE:** Whatever It Takes, Inc. Continued Service Retainer

**PRESENTER:** Ryan Asher *RA*

**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)
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- ☐ STATE OR FEDERAL LAW OR REGULATION
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- ☐ OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

- ☐ DATE:
- ☐ ACTION:

**BACKGROUND INFORMATION:**

Based on the supports previously provided and in response to the input provided by both the district and school level Equity Teams, the proposed two-pronged approach to continued services is (1) Project Management and (2) Team and School Based Support.

**SUMMARY OF MAJOR ELEMENTS:**

Whatever It Takes, Inc. (WIT) will provide support to the District Equity Team and the school level Equity Team in the review and revision of the District Equity Action Plan and the development of a District DEI Metric for monitoring of Action Plan implementation. Through site visits, WIT will provide two (2) coaching sessions and/or monitoring support for individual school leaders and/or schools to support sustainability regarding effective implementation of both the District DEI Action plan and monitoring regarding the identified District DEI Metric.

**IMPACT ON RESOURCES:** Funding for continued services in the amount of \$12,995 to come from C&I Budget.

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended            ☐ Not Recommended

*Danny Adkins Jr.*

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# **Proposal For Services**

## **Cultural Responsiveness Development**

### **Continued Service Retainer**



**Prepared For**  
**Mr. Ryan Asher**  
**Chief Academic Officer**  
**Woodford County Public Schools**





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# Whatever It Takes, Inc. – Organizational Overview

**Whatever It Takes, Inc. (WIT)** is a certified woman and minority owned consulting company. WIT focuses primarily on organizational development and transformation through a non-judgmental approach to the development of culturally responsive environments.

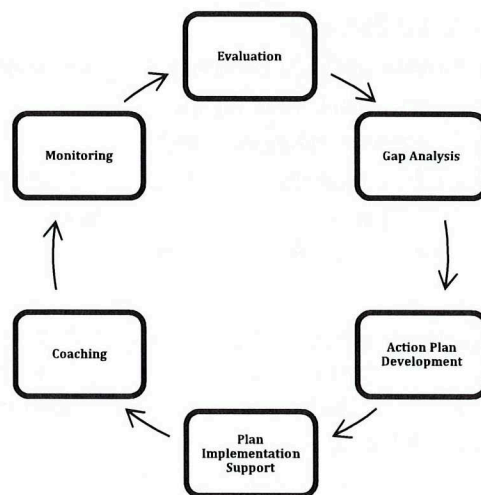
WIT has the capability to help organizations create sustainable change by utilizing a variety of tools and supports, as well as coaching, to meet organizational goals for inclusiveness and performance.

WIT has a collaborative approach with clients and provides customized training, strategies and solutions for organizations, teams and individuals. WIT helps organizations maximize business relationships with employees, vendors and customers by exploring “unconscious bias” and a variety of other factors, which have the potential to keep business relationships from meeting their full potential.

WIT has a mission of commitment to:

- Provide customized development support;
- Provide training that is highly engaging, interactive and immediately applicable; and
- Assist with the development of culturally responsive individuals and organizations

This commitment is the philosophy of WIT and is provided through a continuous developmental model. WIT uses this continuous improvement model to meet the needs of its clients and conducts training and coaching to support goal setting, skill development and sustainability.



**WIT Continuous Improvement Model**

# **Development in Woodford County Schools**

The proposed Cultural Responsiveness Development Retainer is an implementation support model. This means services will be designed to be used by school leaders and schools to support capacity building and implementation. WIT proposes a two-pronged approach that continues services previously provided.

**Services previously provided are:**

## **Culture Audit and Action Plan Development**

In 2019, WIT conducted a district level culture audit and provided a comprehensive Feedback Report used to facilitate the District Equity Team in the development of a district Equity Action Plan.

## **Cultural Intelligence (CQ) Assessment (T1) and Equity Team Coaching**

In 2020, to support the development of cultural responsiveness indicated in the developed action plan, the Cultural Intelligence (CQ) Assessment was administered to the Equity Teams (district and school) as well as the school board. WIT conducted interpretation sessions toward the development of individual action contracts by all Equity Team members. In addition, WIT provided coaching and support for the District Equity Team in beginning implementation of the action plan including professional development in the areas of culturally responsive classrooms.

## **Action Plan Implementation – Cultural Competence Modules**

In 2020-2021, continuing implementation of the action plan, WIT designed cultural competence modules for implementation in all schools by the school level equity teams. Module topics were:

- Cultural Awareness: Culture, Values and School Organizational Culture
- ACEs and Trauma Informed Practice
- Culturally Responsive Family and Community Engagement
- Culturally Responsive Classrooms Instruction
- Culturally Responsive Classroom Management

A train-the-trainer model was used to prepare the school level equity teams to deliver the modules. In conjunction with the implementation of the modules, WIT provided coaching for the District Equity Team regarding action plan implementation.

## **Cultural Intelligence (CQ) Reassessment (T2) and Implementation Sustainability**

In 2022, to assess growth in the development of cultural responsiveness and prepare for sustainability in action plan implementation, the Cultural Intelligence (CQ) T2 Assessment was administered to the Equity Teams (district and school). WIT conducted an interpretation session in which the equity teams identified areas of growth and potential next steps in the CQ growth process. In addition, in conjunction with district leadership, Mr. Ryan Asher, WIT co-facilitated a next steps session with the equity teams to identify both action plan progress and next steps.



# Cultural Responsiveness Retainer Overview

Based on the supports previously provided and in response to the input provided by both the district and school level Equity Teams, the proposed two-pronged approach to continued services is (1) Project Management and (2) Team and School Based Support.

## **OVERVIEW OF THE TWO-PRONGED APPROACH**

### **PHASE 1 – PROJECT MANAGEMENT**

A WIT Continued Service Retainer project is managed by a Lead Consultant. The WIT Lead Consultant is the liaison to Woodford County Schools leadership to (1) identify service objectives and outcomes, (2) establish timelines, including meeting dates, progress monitoring, and reporting schedules, and (3) identify communication protocols for the duration of the project.

The WIT Lead Consultant serves as a resource for research based best practices and information as well as action plan implementation support. The WIT Lead Consultant provides expertise with a foundation in equity, diversity, and inclusion. The WIT Lead Consultant provides support toward implementation and sustainability, facilitating strategies and measures that are inclusive and relevant and that appropriate adjustments are made throughout the service period.

Project Management will include continued communication with Woodford County leadership, for up to a total of 12 hours, to support the District Equity Team in implementation monitoring. Through this customized project management, WIT will continue to support Woodford County Schools in the implementation of district action planning strategies including:

- Identification of relevant and aligned goals,
- Implementation monitoring, and adjustment of implementation strategies,
- Development of culturally responsive policies, procedures, and practices to enhance relationships that increase goal accomplishment and stakeholder engagement, and
- Identification, implementation, and monitoring of strategies to close performance gaps

### **PHASE 2 – TEAM AND SCHOOL BASED SUPPORT PROCESS**

**A. Plan Support** – WIT will provide support to the District Equity Team and the school level Equity Team in the review and revision of the District Equity Action Plan and the development of a District DEI Metric for monitoring of Action Plan implementation.

**B. Implementation Support** – Through site visits, WIT will provide two (2) coaching sessions and/or monitoring support for individual school leaders and/or schools to support sustainability regarding effective implementation of both the District DEI Action plan and monitoring regarding the identified District DEI Metric. WIT will align services with leadership and individual school capacity to support effective implementation and capacity building. Support may include assisting school leadership in conducting meetings regarding the DEI action plan and/or metric, professional development support for schools that may be developmentally ahead or behind the majority of the district, and/or policy and program analysis. Additionally, the Lead Consultant will be available for up to four (4) hours, following each site visit, to provide email, online and/or phone support for school leadership. The Lead Consultant and designated Woodford County leader will determine logistics regarding access to the Lead Consultant.

## Retainer Timeline

Woodford County Public Schools has identified the month of August for action plan revision and metric development and September, December, and March for site visits. Specific dates will be determined as part of Project Management.

<b>April – July 2022</b>	<b>August 2022</b>	<b>October 2022</b>	<b>February – April 2023</b>
<ul style="list-style-type: none"> <li>Project Management meetings with Woodford County Leader (virtual)</li> </ul>	<ul style="list-style-type: none"> <li>Meet with Woodford County Equity Teams (district and school) to revise the District Action Plan and develop the District DEI Metric (virtual)</li> </ul>	<ul style="list-style-type: none"> <li>Initial site visit session (2-day visit to cover all schools)</li> </ul>	<ul style="list-style-type: none"> <li>Final site visit session (2-day visit to cover all schools)</li> <li>Meet with Woodford County Leader to identify next steps (virtual)</li> </ul>

## Retainer Budget

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Project Management 4/1/2022-4/30/2023 with a maximum of 12 hours = \$6,000 – Less 25% continued client discount = \$3,500	\$3,500.00
2-Day Site Visit - \$3,500 x 2 = \$7,000	\$7,000.00
Housing (2 nights per visit) - \$200 per night x 4 = \$800	\$800.00
Meals - \$ 125 per day x 4 = \$500	\$750.00
Mileage – 808 @ \$.585 = 472.68 x 2 visits = \$945.36	\$945.36
<b>TOTAL</b>	<b>\$12,995.36</b>



## Lead Consultant Bio

**Dr. Jamyce Curtis Banks**, CEO of Whatever It Takes Consulting, is an experienced organizational consultant providing interactive learning and training for over 25 years, including 15 years of leadership experience. As a consultant she provides customized professional development workshops and trainings that are highly engaging and has been a workshop presenter and keynote speaker at the local, state, and national levels in topics including cultural responsiveness, cultural intelligence, inclusive practices, collaborative learning, team building and professional learning communities development. In addition to her experience, Dr. Banks is uniquely qualified to provide diversity, equity and inclusion supports as a certified Cultural Intelligence (CQ) facilitator through the Cultural Intelligence Center.

Dr. Banks possesses expertise in the following areas:

- Cultural Competence and Culturally Responsive Organizational Culture – Assessment, development, training and coaching of Cultural Intelligence (CQ), facilitation and training in unconscious bias, training and coaching in Respecting Ethnic and Cultural Heritage (REACH)
- Strategic planning – Gap analysis, action plan development, implementation, coaching, and monitoring
- Leadership Development - Board training, leadership coaching and team development
- Organizational Development – Change process management

Dr. Banks serves and leads in a number of professional organizations including the Executive Committee of the Board of Directors of the National Association of Women Business Owners (NAWBO) Indianapolis, Corresponding Secretary of the Omega Chapter of Delta Kappa Gamma International Society, a member of The Women's Fund Sage Society, and a member of Delta Sigma Theta Sorority, Inc. where she has served at the local, regional and national levels.

Dr. Banks has been recognized for leadership and accomplishments as the recipient of awards including the Delta Kappa Gamma Greenleaf Scholarship, the Independent Colleges Realizing the Dream Award, the Human Rights Award for Outstanding Leadership, the Center for Leadership Development Distinguished Achievement Award in Education, the Pass The Torch For Women 2017 Entrepreneur of the Year Award, and recognition at the YWCA Salute to Women of Achievement.

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** June 8, 2022

**TOPIC/TITLE:** Contract for Wellable

**PRESENTER:** Ryan Asher *RA*

**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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**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

- ☐ DATE:  
☐ ACTION:

**BACKGROUND INFORMATION:**

Wellable is an app-based platform to help encourage staff self-care. Information from the latest staff mental wellness survey indicated that our current practice of a Google form is an additional task for staff to complete. This platform will allow staff to connect through an app, along with providing a way to connect personnel and schools from across the district.

**SUMMARY OF MAJOR ELEMENTS:**

Wellable is an app-based program to help staff to log self-care opportunities and create challenges for self-care across the district. It is voluntary. It would have an August 1, 2022 start date for staff, with the contract for set up beginning on July 1, 2022.

**IMPACT ON RESOURCES:** Title IV will cover the cost of the program

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended            ☐ Not Recommended

*Danny Adkins Jr.*

## CUSTOMER AGREEMENT

THIS CUSTOMER AGREEMENT (the "Agreement") is entered into as of June \_\_\_\_, 2022 (the "Effective Date") by and between Wellable, LLC, with principal offices located at 38 Chauncy St, 11<sup>th</sup> Floor, Boston, MA 02111 ("Wellable"), and Woodford County Schools, with principal offices located at 330 Pisgah Pike Versailles KY 40383 ("Customer"). Wellable and Customer are referred to individually as a "Party" and together as the "Parties."

WHEREAS, Wellable has developed certain proprietary technology (the "Wellable Technology"), including software programs that enable Wellable to capture certain information from third-party software applications ("Third-Party Apps");

WHEREAS, employees or members, as applicable, of Customer (the "Members") have agreed and, to the extent hired by Customer after the date hereof, will agree, to permit Wellable to capture certain information in connection with their use of Third-Party Apps and provide such information to Customer (the "Member Data");

WHEREAS, Customer desires to obtain, and Wellable desires to provide Customer, the Member Data, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Wellable Obligations.

- 1.1. License from Wellable. Wellable hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable right and license during the Term (as defined on Schedule A) to access and use the Wellable Technology for the purposes set forth on Schedule A.
- 1.2. Wellable Solutions. During the Term, Wellable will provide the Wellable Solutions (as defined on Schedule A) to Customer. Wellable shall have no responsibility to any party (including Customer) for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Member Data and Wellable shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Member Data. Wellable makes no guarantees as to the continuous availability of the Wellable Technology or of any specific feature(s) of the Wellable Technology. The Wellable Technology may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Wellable is not responsible for any delays, delivery failures, or other damage resulting from such problems. In the event this Agreement is terminated or expires, Customer agrees and acknowledges that Wellable has no obligation to retain the Member Data and may delete such Member Data as of the date of such termination or expiration. Wellable reserves the right to withhold, remove, and/or discard Member Data, without notice, for any breach, including, without limitation, Customer's non-payment.

### 2. Customer Obligations.

- 2.1. Payment for License and Wellable Services. In consideration for the License to the Wellable Technology and Wellable's provision of the Wellable Services, Customer shall make payment of the Implementation Fee and the Subscription Fee in the amounts and at the time(s) set forth on Schedule A.



- 2.2. Use of License from Wellable. Customer is responsible for all activity occurring under Customer's license of the Wellable Technology and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Wellable Technology, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall notify Wellable immediately of any unauthorized use of any password or account or any other known or suspected breach of security and report to Wellable immediately and use reasonable efforts to stop immediately, any copying or impermissible distribution of the Wellable Technology or Member Data that is known or suspected by Customer.
- 2.3. Licenses to Wellable. To the extent necessary or useful, Customer hereby grants to Wellable a non-exclusive, non-sublicensable, non-transferable right and license during the Term to access, collect, and host the Member Data in connection with Wellable's performance of the Wellable Services.
- 2.4. Customer Services. During the Term, Customer will provide the Customer Services (as defined on Schedule A) to Wellable.
- 2.5. Customer Use of Member Data. Customer shall be responsible for the actions of its employees and representatives with respect to the use and/or misuse of the Wellable Technology or Member Data and will take customary and reasonable steps, which shall in no event be less than customary industry standard safeguards, to protect the Wellable Technology and Member Data from misuse.
3. Confidential Information. Each Party's Confidential Information (as defined below) made available to the other Party pursuant to this Agreement shall remain exclusively its own. Neither Party shall (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, (b) modify or make derivative works based upon, or (c) reverse engineer or access the Confidential Information of the other Party, in each case other than as expressly permitted by this Agreement. Customer acknowledges that Wellable has not, by this Agreement or otherwise, prior to the date of this Agreement, transferred any property rights in or to the Wellable Confidential Information and Customer covenants and agrees not to take any action that would adversely affect in any manner Wellable's exclusive ownership of the Wellable Confidential Information. For purposes of this Agreement, "Confidential Information" means the terms of this Agreement and all other non-public information and know-how of the other Party disclosed to or acquired by the receiving Party pursuant to or in connection with this Agreement that is either designated as proprietary and/or confidential or by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential and, with respect to Wellable, includes the Wellable Technology.
4. Representations and Warranties.
- 4.1. Warranty of Authority. Each Party represents and warrants to the other that (a) such Party is duly organized and validly existing under the laws of the state/country of its incorporation or organization, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (b) this Agreement is a legal and valid obligation binding on such Party; and (c) the execution, delivery, and performance of this Agreement by each Party does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a Party or by which it may be bound, and it does not violate any law or regulation of any court, governmental body, administrative agency, or other agency having jurisdiction over it.

- 4.2. Wellable's Representations and Warranties. Wellable represents and warrants that its obligations under this Agreement will be provided without violating or infringing upon any patent, copyright, trade secret, or other property or contract right of any other person or entity and in compliance with applicable laws, ordinances, rules and regulations (in each case other than with respect to the collection of Member Data as contemplated by Section 4.3) and Wellable will, in accordance with the terms of this Agreement, indemnify Customer for all direct losses actually incurred thereby as a result of inaccuracies in Wellable's statement in this Section 4.2.
- 4.3. Customer's Representations and Warranties. Customer represents and warrants that its obligations under this Agreement and the collection and provision of Member Data by Wellable as contemplated by this Agreement will not violate (a) any agreement between any third party and Customer, including the Members; (b) applicable law; or (c) any intellectual property rights of any other person or entity and Customer will, in accordance with the terms of this Agreement, indemnify Wellable for all direct losses actually incurred thereby as a result of inaccuracies in Customer's statement in this Section 4.3.
5. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLABLE MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF WELLABLE, ITS AGENTS OR EMPLOYEES OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, WELLABLE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO DESIGN, LATENT DEFECTS, RELIABILITY OR ACCURACY OF THE MEMBER DATA.
6. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNITY OR CONFIDENTIALITY OBLIGATIONS ARISING UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH ALLEGED CLAIM AROSE.
7. Survival. Section 3, the indemnification provisions of Section 4, and Section 5-8 shall survive the termination of this Agreement, along with any payment obligations that have accrued as of the date of such termination.
8. General. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings (whether written or oral) concerning the subject matter hereof. No term or condition of this Agreement may be amended or waived except by a writing signed by both Parties. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts. Neither Party shall have the right to assign or sublicense (except as



otherwise set forth in this Agreement) the rights or obligations set forth in this Agreement without the other Party's prior written consent. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be construed to create a joint venture, partnership or the relationship of principal and agent between the Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered personally; (b) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (c) five business days after the mailing date, whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage prepaid, or any other means of rapid mail delivery for which a receipt is available, to the address of the Party to whom the same is directed as first set forth above. If any provision of this Agreement is determined by a court or other authority having competent jurisdiction to be void, illegal or otherwise unenforceable, that provision shall be enforced to the maximum extent allowed so as to effect the intent of the Parties and all other provisions of this Agreement shall remain in full force and effect and shall not thereby be affected or impaired. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties. Neither Party may issue any such public announcement regarding the subject matter of this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

WELLABLE, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CUSTOMER:

Woodford County Schools

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

Term:	One (1) year from July 1, 2022 (the “ <u>Initial Term</u> ”); <u>provided, however</u> , the Initial Term shall automatically extend for additional one-year periods (each, a “ <u>Subsequent Term</u> ” and with the Initial Term, the “ <u>Term</u> ”) unless written notice of termination is provided by one Party to the other not later than 60 days prior to the expiration of any then-current Term.
Wellable Solutions:	<input checked="" type="checkbox"/> Wellness Platform <input type="checkbox"/> Health Content <input type="checkbox"/> On-Demand <input type="checkbox"/> Wellness Services <input type="checkbox"/> Tobacco Cessation <input type="checkbox"/> Thrive Account
Support Level	<input type="checkbox"/> Full-Service <input checked="" type="checkbox"/> Self-Directed
Implementation Fee:	\$250
Subscription Fee:	<ul style="list-style-type: none"> <li>• Wellness Platform: \$1.00 per user account per month</li> <li>• Minimum of 300 user accounts</li> <li>• Invoices sent the first of every month and due upon receipt</li> </ul>
Customer Services:	Promptly provide Wellable information as necessary to enable Wellable to add and remove Members, send communications, and effectively provide Wellable Services.

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** June 8, 2022

**TOPIC/TITLE:** Updated MOU for Pearson Transcend

**PRESENTER:** Ryan Asher *RA*

**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:**

The Kentucky Department of Education ("KDE") received ESSA funds to support piloting interims in reading and mathematics as part of an assessment system. The purpose of the Study is to demonstrate how interims can efficiently measure student achievement and growth on Kentucky content standards, within and across school years. Pearson is KDE's current summative contract provider and will conduct the interims study by providing Pearson's proprietary integrated assessment solution, Transcend, to participating Study districts. Transcend is designed to provide efficient, actionable achievement and growth to district leaders, school leaders, and teachers. Results are available within 24 hours to ensure the results are immediately actionable and can be used to inform instruction. The original MOU for this study/assessment program was approved by Woodford BOE on January 24, 2022. It has since been amended as explained below.

**SUMMARY OF MAJOR ELEMENTS:**

The funds being used by KDE are supplied by the American Recovery and Reinvestment Act. Rhonda Sims and Kevin O'Hair were informed that due to the stipulation for the utilization of these funds the district must first spend the money and then be reimbursed by KDE. They were not made aware of this until May. This Study will cost the District \$10.00 per student to participate. Pearson will work with Districts participating in the Study to arrange invoicing based on the number of students per district. KDE will reimburse the district \$5.00 per student. In summary, it will cost the district the same amount, but there is a reimbursement process necessary.

**IMPACT ON RESOURCES:** Funding for Year 1 BARR Services (training, curriculum, ongoing support/coaching) at a cost of \$54,706 to be paid from general fund. A shared cost plan will be developed with WCHS for years 2 and 3.

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended            ☐ Not Recommended

*Danny Adkins Jr.*



## **Memorandum of Understanding**

Between

NCS Pearson, Inc.

and

Woodford County Schools

This Memorandum of Understanding (MOU), effective September 3, 2021, sets forth the terms and understanding between NCS Pearson, Inc. ("Pearson") and the Woodford County Schools (the "District")(each a "Party" and together, the "Parties") for the Transcend District Research Study Project (the "Study").

### **Background and Purpose**

The Kentucky Department of Education ("KDE") received ESSA funds to support piloting interims in reading and mathematics as part of an assessment system. The purpose of the Study is to demonstrate how interims can efficiently measure student achievement and growth on Kentucky content standards, within and across school years. Pearson is KDE's current summative contract provider and will conduct the interims study by providing Pearson's proprietary integrated assessment solution, Transcend, to participating Study districts.

Transcend is designed to provide efficient, actionable achievement and growth to district leaders, school leaders, and teachers. Results are available within 24 hours to ensure the results are immediately actionable and can be used to inform instruction. The interim reports are interactive, providing content- and domain-level scale scores, growth measures, and proficiency determinations linked to the state summative assessment. Reports visually describe information such as the score ranges so that instructional decisions can be made with the information tests are intended to yield but which is often misunderstood and unused.

The Study will be conducted utilizing the participating District students' Data. However, the District will only be required to provide to Pearson, teacher names and class rosters, all other Data will be provided by the KDE.

The District agrees that the applicable terms and conditions of Pearson's KY Grades 3-8 and High School Summative Assessments contract with the KDE shall be applicable to the District and shall be incorporated by reference. If needed, the parties agree to enter into a more detailed scope of work for the Study.

### **Funding**

This Study will cost the District \$10.00 per student to participate. Pearson will work with Districts participating in the Study to arrange invoicing based on the number of students per district. KDE will reimburse the district \$5.00 per student.

### **Duration**



This MOU shall begin on the effective date for a two year term with an initial term of a year. The MOU shall automatically renew for an additional year at the end of the initial term unless terminated earlier by either Party.

**Participation\***

The district agrees to identify the grades, subjects, and number of students to participate in this study. Pearson understands that the number for participation may fluctuate due to student mobility within the school year and will remain flexible to accommodate any changes throughout the term.

**Grades:** \_\_\_\_\_ 3-8

**Subjects for each grade:** \_\_\_\_\_ Math and English/Lang. Arts

**Total number of students participating:** \_\_\_\_\_ 679

\*Additional grades, subjects, and students may be added in year two of the study.

**Contact Information for Notices**

NCS Pearson, Inc.

Name: Laura Cain

Position: Director

Telephone: 260-7-5-3157

Fax: 319-4493009

E-mail: laura.cain@pearson.com

Woodford County Schools

Name

Position

Address

Telephone

Fax

E-mail

All correspondence or notices required by this agreement shall be sufficiently given and served if delivered by hand directly to the individuals named above or sent by United States first-class mail postage prepaid, with return receipt requested or other recognized delivery service with a copy sent via email.

**Data Sharing Terms and Conditions**

The District will provide Pearson with the data required, as described herein, in order to undertake the Study.

**I. Data Required:** Pearson will receive Student Data as part of this MoU from the KDE via the Pearson Access Next system. For any data that may not be available in Pearson Access Next, the District agrees to provide data to Pearson or agrees that the KDE may provide this data to Person via a process provided by Pearson and using an SFTP site. The Data will then be de-identified and provided to the Transcend team such that files cannot be combined to identify students. The data Pearson will need for the Study consists of student demographic information, student responses, raw scores and the following information which will all be received from the KDE:

<ul style="list-style-type: none"> <li>• Student ID</li> <li>• School ID</li> <li>• Grade</li> <li>• Race</li> <li>• Ethnicity</li> <li>• Sex</li> <li>• FRL eligible (Y/N)</li> <li>• Has IEP (Y/N)</li> </ul>	<ul style="list-style-type: none"> <li>• Specific Diagnosis</li> <li>• English learner (Y/N)</li> <li>• Home language</li> <li>• Transcend interim test IDs</li> <li>• Transcend interim responses (interactions)</li> <li>• Transcend interim item scores</li> </ul>	<ul style="list-style-type: none"> <li>• English proficiency test score (if English learner)</li> <li>• Time spent testing with the Study assessments</li> <li>• Grades 3-8 State Summative scores and sub-scores (Math and ELA)</li> </ul>
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The following terms further specify the manner in which the Data will be shared with Pearson, subject to District, local, state and federal laws and regulations, including but not limited to FERPA.

**II. Data Sharing in Compliance with FERPA.** To affect the transfer of data that is subject to FERPA, Pearson agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of the MoU, "FERPA" includes any amendment or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner prohibited by federal law or regulation.
2. Use the data shared under this agreement for no purpose other than that set forth above.
3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data

shared under this agreement. Pearson agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this agreement. Access will be limited to those individuals conducting the study set forth in the agreement and only to those individuals with a legitimate interest in the data. Nothing in this paragraph authorizes the sharing of data provided under this agreement with any person or entity for any purpose other than a person or entity specified within who is authorized to complete Pearson's work under the Agreement.

4. Maintain all data obtained pursuant to this agreement in a secure computer environment, including password protection and/or encryption of the data files, and not copy, reproduce, or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose specified in Section I above. Information shall be stored and processed in such a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under the agreement shall not, under any circumstances, be transferred from Pearson to any other institution or entity. Pearson shall not re-disclose any individual-level data with or without any identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by the District.
5. Destroy any personally identifiable student data obtained under this agreement when no longer needed for the purposes for which the Study was conducted, and in no event later than one (1) year from the completion of the study.. All personally identifiable data shall be destroyed or returned in compliance with 34 C.F.R. §99.35(b)(1)-(2). Destruction of confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. Pearson agrees to require all employees, contractors, or agents of any kind to comply with this provision.

#### **VI. Restrictions on Use of Data.**

1. Pearson agrees to conduct the Study and any research relevant to the Study in a manner that does not permit personal identification of parents and students by individuals other than representatives of Pearson that have legitimate interests in the information.



2. Pearson shall not assign this agreement or any portion thereof to a subcontractor or other third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.
3. Pearson shall not report data in a manner that permits direct or indirect identification of any individual.
4. Pearson will not contact the individuals included in the data sets without first obtaining written authorization from the District.
5. Pearson shall not use the data obtained pursuant to this agreement for targeted advertising.

**VII. Data Confidentiality and Data Security.** Pearson agrees to the following confidentiality and data security statements:

1. Pearson acknowledges that the data is confidential data and proprietary to the District and/or KDE, which owns and shall continue to control the data.
2. Pearson agrees to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations, including but not limited to FERPA.
3. Pearson shall use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this agreement.
4. Pearson shall instruct staff with access to confidential information about the requirements for handling confidential information.

**VIII. Termination**

1. This agreement may be terminated as follows, after notification in the manner provided in the Notices section:
  - (a) By either party immediately in the event of a material breach of the data sharing terms by another party.
  - (b) By either party after 30 days advance written notice to the other party, for any reason or no reason. The obligation to maintain the confidentiality of any personally identifiable student data or confidential information in Parties' possession shall survive the termination of the MoU.
2. If this agreement is terminated by either party for material breach or for any other reason with 30 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination. If the agreement terminates at the

end of the term described in this agreement, Pearson shall return or destroy all confidential information when it is no longer needed for the Study, and in no event later than a year from the end of the term.

3. Destruction of the confidential information upon termination shall be accomplished in the manner set forth in this Agreement above.

**IN WITNESS WHEREOF**, Pearson and District have caused this agreement to be executed by their duly authorized representatives as of the date of the last signature below.



Date: May 26, 2022

NCS Pearson, Inc.  
Laura Cain, Director School Assessment

\_\_\_\_\_  
Woodford County Schools

[Signatory Name and Title]