

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIII **DATE:** January 18, 2024

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:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: MOU JAGKY; BARR contract for WCMS; MOU Eastern Kentucky University (Post-Secondary Education for school employees)..

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



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

- DATE:
- ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: MOU JAGKY.

IMPACT ON RESOURCES: Grant pays \$40,000 and general fund pays any salary over \$40,000 plus training fees.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



2365 Harrodsburg Rd
Suite B330
Lexington, KY 40504

MEMORANDUM OF UNDERSTANDING 2024-2025

This Memorandum of Understanding ("MOU") covers the operation of a Jobs for America's Graduates Program ("JAG Program") established by Jobs for Kentucky's Graduates, Inc. ("JAG Kentucky") at Woodford County High School (the "School"). JAG Kentucky has made available a special incentive grant to implement the JAG Program at the School with the following terms and conditions.

Woodford County High School Responsibilities

In consideration of the special incentive grant and other services delivered by JAG Kentucky, the School agrees to:

1. Employ a full-time, mutually acceptable educator qualified to fulfill the responsibilities of a JAG Specialist ("Specialist"). The Specialist must be a certified teacher or qualify as an adjunct instructor through the Kentucky Department of Education.
2. Compensate the certified Specialist in accordance with the school's standard salary schedule and the non-certified Specialist in accordance with the school's classified salary schedule. This includes provision of benefits if applicable.
3. Apply 100% of the special incentive grant toward the salary of the Specialist. Only the Specialist's salary for instruction related to the JAG Program qualifies for reimbursement under the special incentive grant. Coaching stipends and other compensation amounts do not qualify for reimbursement. The special incentive grant will be the maximum of one of the following depending on the qualification of the Specialist:
 - a. Certified Instructor – Forty Thousand Dollars (\$40,000); or
 - b. Adjunct Instructor – Thirty-Five Thousand Dollars (\$35,000).
4. Contribute as in-kind services the use of an appropriate classroom space for the JAG Program, supplies and copier access, and equal access to resources available to other instructors employed by the School. A cafeteria, gymnasium, hallway, or other non-classroom space is not considered appropriate for the purposes of this MOU.
5. Promote the integrity of the JAG Program by:
 - a. Funding the training cost for the Specialist – a training fee in the amount of two thousand dollars (\$2,000) will be withheld from the first incentive grant payment;
 - b. Participating in JAG Kentucky Summer Training (up to four days in July);
 - c. Participating in Data Management System Training (up to two days);
 - d. Participating in JAG Kentucky Fall Training (up to two days in October);
 - e. Participating in the National Student Leadership Academy ("NSLA") (three days in late fall);
 - f. Participating in the Career Development Conference ("CDC") (up to three days in spring); and
 - g. Providing substitute instructors for the Specialist to attend the training sessions and events listed above.

6. Assist the Specialist and School Guidance Counselor in recruiting students most in need of services delivered by the JAG Program.
7. Ensure a JAG Program roster with the following attributes:
 - a. a minimum of forty-five (45) students;
 - b. a maximum of sixty-five (65) students;
 - c. a minimum of ten (10) students that qualify for Pre-ETS or Medicaid services, ensuring that Medicaid-eligible students are identified according to HIPAA standards so that the Specialist is able to document accordingly;
 - d. an appropriate mix of students in different strata of academic achievement; and
 - e. all students must meet at least six (6) JAG Selection Criteria.
8. Regard the Specialist as 100% dedicated to delivering the full JAG Program model including a regular class schedule with:
 - a. Three (3) or four (4) JAG classes (assuming a 7-period day);
 - b. One (1) data entry period;
 - c. One (1) planning period; and
 - d. Remainder of time allotted to perform mandatory off-campus employer marketing, job development, online training, student follow-up, and placement responsibilities.
9. Provide for the coordination of the JAG Program and Career Association with other school programs and services where appropriate, including fundraising and a club account to be held for the Career Association by the school.
10. Enable eligible students to attend work-site visits, NSLA, and CDC, and work with the Specialist to arrange transportation to these events.
11. Provide funding for a minimum of two (2) worksite visits (field trips) per year. This includes transportation to and from the worksite. Additional worksite visits should be funded through the JAG class or Career Association fundraisers and donations.
12. Provide adequate supervision to ensure that the Specialist fulfills the responsibilities of this MOU and achieves the performance standards of the JAG Program model as well as any additional requirements of any funding sources. Any additional funding source requirements will be communicated in advance of commencing the JAG Program.
13. Provide school and classroom access to JAG personnel to visit the JAG Program during school hours.
14. Allow the Specialist to use JAG Professional Learning Communities (PLCs) to meet any School district PLC requirements.
15. Provide support for prompt collection and submission of required paperwork to JAG KY staff. This includes all Pre-ETS and Medicaid documents as well as student commitment forms and all other JAG KY required documentation.

JAG Kentucky Responsibilities

In consideration of the performance of the responsibilities listed above, JAG Kentucky agrees to:

16. Establish a JAG Program through a mutually beneficial partnership between JAG Kentucky and the School.
17. Develop a positive working relationship within local communities, including employers, high schools, post-secondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program model.
18. Provide curriculum, technical assistance, oversight, and training to the Specialist on the successful implementation and operation of a JAG Program to ensure conformity with the performance standards as promulgated by JAG.

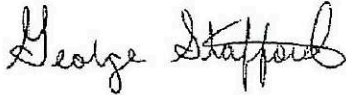
19. Provide staff support and conduct periodic reviews and consultation visits to give encouragement, support, and feedback to the Specialist.
20. Sponsor the annual CDC utilizing input from students, Specialists, members of the JAG Kentucky Board of Directors, and community members.
21. Provide training and access to the JAG data management system ("JAG Force") to track the progress of students participating in the JAG Program.
22. Provide JAG Kentucky-designated supplies needed to open the JAG Club or Career Association at the School.
23. Provide feedback to School administration if the Specialist is not meeting JAG Program requirements.
24. Remit the special incentive grant in two payments by the following dates:
 - a. January 31, 2025; and
 - b. May 31, 2025.

Remediation and Compliance

JAG Kentucky may withdraw funding and all elements of the JAG Program at Woodford County High School if after efforts at remediation, the School is unable or unwilling to take the actions necessary to assume the high-quality delivery of the JAG Program as required by the Jobs for America's Graduates, Inc. Model.

Agreed and Approved:

Signatures for Jobs for Kentucky's Graduates, Inc.:



President

Signed: January 1, 2024



Vice President of Programs

Signatures for Woodford County High School:



 Principal

1-5-24

 Date

 Superintendent

 Date

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: BARR Contract for WCMS

PRESENTER: Ryan Asher

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
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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:

This contract is for the Building Assets Reducing Risks (BARR) program for the middle school. We currently have this program at the high school.

SUMMARY OF MAJOR ELEMENTS:

This will be paid for with the Stronger Connections Grant.

IMPACT ON RESOURCES: \$240,000 - This will be paid for with the Stronger Connections Grant

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

BARR SECONDARY SCHOOL BREAKTHROUGH SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL BREAKTHROUGH SUBSCRIPTION AGREEMENT (“Agreement”) is made and entered into as of January 8, 2024, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 (“BARR Center”) and **Woodford County Public Schools**, a school, with an address of **330 Pisgah Pike, Versailles, KY 40383** (“CLIENT”).

RECITALS

- A. BARR Center offers and makes available to secondary schools Breakthrough subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
- A. CLIENT wishes to purchase from BARR Center a Breakthrough subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **Woodford County Middle School, 100 School House Road, Versailles, KY 40383** (“Facility” herein).

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Breakthrough subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). BARR Center shall perform the services (“Services”) and provide BARR Implementation Resources (“BARR Implementation Resources”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources (“BARR Implementation Resources”) through an on-demand platform (the “On Demand Platform”).

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. No Payment. No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:
- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
 - ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results.** CLIENT acknowledges and agrees that BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. **E Verify.** BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. **Nondiscrimination.** BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR Center will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center:

General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:

Name/Title: KYLE NORTON, ADMIN DEAN
Address: WOODFORD COUNTY HIGH SCHOOL, 100 SCHOOL HOUSE ROAD, VERSAILLES, KY 40383
Email: KYLE.NORTON@WOODFORD.KYSCHOOLS.US
Phone: (859) 879-4650

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: DANA CHRISTIAN, CURRICULUM & INSTRUCTION DEPT. ADMINISTRATIVE ASSISTANT
Address: WOODFORD COUNTY PUBLIC SCHOOLS, 330 PISGAH PIKE, VERSAILLES, KY 40383
Email: DANA.CHRISTIAN2@WOODFORD.KYSCHOOLS.US
Phone: (859) 879-4600
PO Number (if applicable):

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

Name:
Title:

Date

CLIENT

Name:
Title:

Date

EXHIBIT A

BARR Breakthrough Secondary Model Implementation Resources and Services Provided

Year 1:

- Coaching:
 - Four (4) on-site coaching visits with follow-up reports
 - Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Two (2) days of training on BARR model implementation for up to 60 participants*
- Curriculum:
 - BARR Secondary Model Implementation Manual: Three (3) hard copies with jump drive and DVD
 - I-Time Curriculum (Volume I): 20 hard copy editions
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Educator Network membership and benefits including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual
 - I-Time Curriculum, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms

Year 2:

- Coaching:
 - Three (3) on-site coaching visits with follow-up reports
 - Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Two (2) days of training on additional BARR implementation topics for up to 60 participants*
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Educator Network membership and benefits including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual I-Time Curriculum, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms

Year 3:

- Coaching:
 - Three (3) on-site coaching visits with follow-up reports
 - Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Two (2) days of training on additional BARR implementation topics for up to 60 participants*
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Educator Network membership and benefits including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual
 - I-Time Curriculum, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms

*Training participant groups in excess of these numbers may be subject to additional fees as outlined on Exhibit C.

EXHIBIT B

Terms of Use for On Demand Platform

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, ("Hazelden Betty Ford") to provide the On Demand Platform referenced in Section 2 of the Breakthrough Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

EXHIBIT C

**Breakthrough term of liability for single school
Three school year(s)**

Year 1: January 8, 2024 – June 30, 2025

Year 2: July 1, 2025 – June 30, 2026

Year 3: July 1, 2026 – June 30, 2027

Subscription Fee Yearly Breakdown

Year 1

Description of Service	Price/school
BARR First Year Implementation Services	\$56,250
BARR Publishing Annual Services	\$18,750
Total BARR System Services	\$75,000
BARR Service Delivery Fee	\$5,000
Total Cost Year 1	\$80,000

Year 2

Description of Service	Price/school
BARR First Year Implementation Services	\$56,250
BARR Publishing Annual Services	\$18,750
Total BARR System Services	\$75,000
BARR Service Delivery Fee	\$5,000
Total Cost Year 2	\$80,000

Year 3

Description of Service	Price/school
BARR First Year Implementation Services	\$56,250
BARR Publishing Annual Services	\$18,750
Total BARR System Services	\$75,000
BARR Service Delivery Fee	\$5,000
Total Cost Year 3	\$80,000

Three year subscription fee for single secondary school: \$240,000

*Year 1 Services will be invoiced upon agreement effective date and services will begin immediately and continuously throughout the entire term of the agreement. Subsequent year fees will be invoiced on July 1st of each corresponding school year. For any in-person training session that exceeds the maximum participant numbers outlined within Exhibit A, an additional fee of \$3,000 will be applied to accommodate the required increase in training capacity to a maximum of 90 participants. Training groups in excess of 90 participants will be required to split into two training sessions and an additional fee of \$15,000 will be incurred. These additional fees will be invoiced upon training delivery separately from the annual subscription fees.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this ___ day of _____, 2024, by and between Eastern Kentucky University ("EKU") and Woodford County Schools, with an address of 330 Pisgah Pike, Versailles, KY 40383 to formalize Woodford County Schools' participation in the EKU Advantage program, which shall provide a pathway to educational advancement for Woodford County Schools employees.

WHEREAS, both parties to this MOU believe that providing a pathway to educational advancement increases the confidence, technical skill, and loyalty of employees as well as provides a wealth of benefits to employees, helping employees budget for and fund higher education degrees;

WHEREAS, the EKU Advantage program offers Woodford County Schools an exclusive, unique educational advantage and cost savings for its employees while enhancing employee benefits and further positioning Woodford County Schools as a desirable work place that values education as a means to propel its workforce forward; and,

WHEREAS, Woodford County Schools participation in the EKU Advantage program shall mitigate procedural concerns, streamlining enrollment, registration, and financial aid processes, to ease the stress on the employee in planning their educational pathway and allowing the employee to devote more time to the work at hand, and shall further EKU's mission all while delivering real value to Woodford County Schools and its employees.

THEREFORE, the parties agree as follows:

1. Woodford County Schools will partner with EKU as a provider of post-secondary education (bachelor's, master's and doctorate) of Woodford County Schools employees through the EKU Advantage program.
2. An eligible Woodford County Schools active teacher shall receive the discounted tuition rate of \$350 per credit hour, and a staff or administrative employee shall receive a 25% flat rate discount in tuition and free books under the EKU BookSmart Program, for participating in the EKU Advantage program. This discount is not stackable, and therefore cannot be combined with any other scholarship awarded or tuition discount made available to the employee by EKU. Additional non-tuition expenses related to enrollment in any of EKU's online or on-campus courses shall not be discounted and shall be the responsibility of the Woodford County Schools student employee participating in the EKU Advantage program.
3. Within the EKU admissions application, Woodford County Schools employees shall self-identify as corporate partner employees and provide employment qualification letters or other written proof of eligibility to EKU. Eligible employees shall receive enhanced customer service assistance from EKU related to admissions and registration in online or on-campus courses as well as financial aid and scholarship applications. All eligible employees shall be admitted at EKU's sole discretion after meeting university and program requirements.
4. Following the deadline to add or drop classes each semester, EKU shall send Woodford County Schools a list of currently enrolled students that have self-identified as corporate partner employees.

Within ten (10) days of receiving such list, Woodford County Schools shall verify in writing to ECU the eligibility status of each individual listed. Woodford County Schools may choose to, but it is not required to, notify ECU in writing when a student employee's eligibility status changes at any other time during the academic year.

5. Unless tuition has been waived in accordance with the terms established in paragraph (2) of this MOU, tuition for all online or on-campus courses enrolled in through the ECU Advantage program shall be paid by the Woodford County Schools student employee in accordance with all due dates and processes established by ECU's Student Accounting Services and published at studentaccounting.eku.edu. Any Woodford County Schools student employee that fails to pay a bill in full by the required due date shall be subject to late fees, as established by ECU's Student Accounting Services, and registration holds, which prevent the student employee from registering for any course in any semester until the student employee's account is up to date.
6. The ECU Advantage program is a scholarship program that will be reported as required by law on the student employee's ECU financial account and required tax forms.
7. In addition to the tuition benefit outlined in paragraphs (1) through (6) of this MOU, Woodford County Schools employees shall also be eligible to receive a twenty percent (20%) discount when enrolling in any training provided by ECU's Workforce Development and/or the ECU OSHA Training Institute Education Center. Woodford County Schools may also access free customized price quotes, based on company needs, for group enrollments by contacting Susan Cornelius (Susan.Cornelius@eku.edu or 859-622-6216).
8. This MOU may be terminated at any time upon ten (10) days written notice. If this MOU is terminated, Woodford County Schools student employees shall be permitted to complete enrollments in online or on-campus courses at ECU during any semester already in progress and shall remain eligible for the tuition benefit as outlined in paragraphs (1) through (7) of this MOU for that semester only in which the termination occurs.
9. This MOU shall be effective for a three-year period beginning February 15, 2024, and, thereafter, shall automatically renew every third February 15, for an additional three-year period unless and until terminated in accordance with the terms established in paragraph (8) of this MOU.
10. Woodford County Schools shall include information about the ECU Advantage program in onboarding, open enrollment, and other similar communications to employees related to employment benefits and shall permit ECU to send periodic communications for the duration of this MOU for the purpose of sharing information about important starting and ending dates and the ECU Advantage program. ECU is also requesting Woodford County Schools provide a data share of names and parent information from current and future high school juniors and seniors, for the term of this MOU.
11. It is understood and agreed to by the parties that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law, and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
12. Both parties agree to comply with all applicable federal and state nondiscrimination, equal

opportunity, and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, protective order status, or status as a disabled veteran or veteran of the Vietnam era.

13. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.
14. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU shall be void.
15. The parties are independent contractors. Neither party nor their employees shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
16. This MOU is the final and exclusive MOU between the parties. All prior negotiations and MOUs are superseded by this MOU.
17. If any term or portion of this MOU is declared invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this MOU shall be valid and enforceable to the fullest extent permitted by law.
18. This MOU shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective as of the last date written below.

_____ :

Approved By:

Printed Name and Title

Signature

Date Signed

EASTERN KENTUCKY UNIVERSITY:

Approved By:

Benton Shirey, Director, Corporate Educational Partnership
Printed Name and Title

Signature

Date Signed

COLLABORATING WITH ECU TO PROVIDE EDUCATIONAL ADVANCEMENT
FOR EMPLOYEES IS A SMART DECISION.

TIME TO PARTNER UP

WOODFORD COUNTY SCHOOLS ADVANTAGE

Some of the world's most enduring businesses succeed because they invest in employees and their employees embrace a culture of stewardship. This type of culture places the corporate mission before individual. In such environments, employees recognize they are part of something bigger and desire to make the company better than when they arrived. We believe that providing an educational pathway to advancement increases employee confidence, technical skill and loyalty, which allows such cultures to thrive. With this purpose in mind, ECU is offering employers an exclusive, unique educational advantage and cost savings for its employees throughout its enterprise. Our extensive, quality online programs offer your employees many program options with the flexibility to shape their education around their busy work and family schedules.

Embracing the ECU Advantage will provide a wealth of benefits to employees and their families, helping them budget for and fund their higher education degrees. Just as importantly, it will enhance employee benefits and further

position the employer as a desirable work place that values education as a means to propel its workforce forward.

If you choose to work with ECU as a provider of educational advancement for your employees, we are all in. The time-consuming gauntlet of steps required to enroll, register, and secure financial aid can be diminished when the University is working with the business to assist in enhancing the delivery of services and training to its workforce. A corporate partnership allows for the mitigation of procedural concerns, easing the stress on the employee in planning their educational need and allowing them to devote more time to the work at hand. We believe that building a relationship with the employer to provide an enhanced educational experience for corporate employees who seek a certificate, degree or graduate degree is a value proposition that allows ECU to fulfill its mission while delivering real value to both the employer and employees. We hope that our delivery of these materials will be the beginning of a dialogue that will result in a long lasting and lucrative partnership for all involved.



CONTACT

Benton Shirey, Director, Corporate Educational Partnerships | Office of Enrollment Management

Benton.shirey@ecu.edu | (859) 200-0162 | corporate.ecu.edu
521 Lancaster Avenue | CPO 54, Whitlock 144 | Richmond, KY 40475-3163

TIME TO BREAK IT DOWN

BENEFITS OF THE EKU ADVANTAGE INCLUDE:

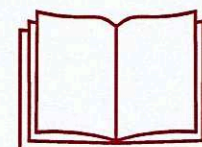
MORE HOURS, LESS MONEY, FINISH FASTER

Active teachers receive a \$350 per credit hour rate on all graduate courses. EKU will award Woodford County Schools faculty and staff a 25% discounted tuition* for on-campus and online programs, from certificates through doctoral degrees, and Workforce Education & Training.



FREE BOOKS FOR ALL STUDENTS

Through the BookSmart Program, EKU is the first university to offer 100% free textbooks for all degree-seeking EKU students.



ENHANCED CUSTOMER SERVICE

Expedited and enhanced customer service assistance to employees to expedite and prioritize the admission processes, class registration, financial aid and scholarship applications. Dedicated academic advisors to provide individual attention to help employees move toward degree completion.



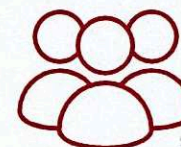
WORKFORCE DEVELOPMENT

EKU's Workforce Development provides a full range of professional development and training opportunities tailored to meet the current needs of business and industry. The EKU OSHA Training Institute Education Center is dedicated to promoting a safe and healthy work environment for your employees. Customized, virtual, face-to-face, online learning, and stackable options enables EKU to meet your training and education needs.



INVESTING IN EMPLOYEES

Employers will enhance educational opportunities for its employees and maintain a competitive advantage in employee retention.



**The EKU Advantage is a scholarship for tax purposes and cannot be combined with any other EKU scholarships.*

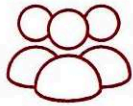


Eastern Kentucky University is an Equal Opportunity employer and educational institution and does not discriminate on the basis of age (40 and over), race, color, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, ethnicity, disability, national origin, veteran status, and/or genetic information in the admission to, or participation in, any educational program or activity (e.g., athletics, academics and housing) which it conducts, or in any employment policy or practice.

EASTERN KENTUCKY UNIVERSITY (EKU) ADVANTAGE PROGRAM

OFFERED TO
WOODFORD
COUNTY
SCHOOLS!

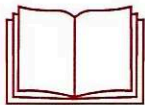
THE EKU ADVANTAGE PROGRAM APPLIES TO ONLINE OR IN PERSON CLASSES AND INCLUDES THE FOLLOWING BENEFITS:



Woodford County Schools active teachers, administration, and staff are eligible to participate in the ECU Advantage Program.



ECU will award Woodford County Schools active teacher employees the tuition rate of \$350 per credit hour for all online and on-campus programs, and for administration and staff, a 25% flat-rate tuition discount for all on-campus or online programs. Plus, get a 20% discount on ECU's Workforce Development courses.



All undergraduate and graduate students receive free books for their classes.



Enhanced customer service assistance to employees and contractors to expedite and prioritize the admissions process, class registration, financial aid and scholarship applications.



Dedicated academic advisors provide individualized attention to move students quickly towards degree completion.

**The ECU Advantage program cannot be combined with other ECU Scholarships.*



CONTACT

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