

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** VIIG **DATE:** February 16, 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 NCS Pearson; MOA Midway University, RAPTOR Technology.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Danny Adkins, Jr.*

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## **Memorandum of Understanding**

Between

NCS Pearson, Inc.

And

Woodford County Public Schools

This Memorandum of Understanding (MOU), effective May 1, 2023, sets forth the terms and understanding between NCS Pearson, Inc. (“Pearson”) and Woodford County Public Schools (“District”) (each a “Party” and together, the “Parties”) for the Kentucky Equity-Based Tutoring Program pilot project (“Pilot”).

### **Background**

The Summer 2023 Kentucky Equity-Based Tutoring Program (KEBTP) pilot project, sponsored by Pearson, will be a face-to-face connection that will help improve literacy skills in reading and math for selected early primary grade students and provide a ready pool of competent pre- or post-practicum teachers. This will be accomplished by developing a high- quality equity-based primary tutoring program that includes specific data-based decisions and prescribed intervention for identified students. A social emotional component will also be added to this program.

### **Term**

The original term of this agreement was from May 1, 2023- June 1, 2024. We are extending the term of this agreement from May 1, 2023 to July 31, 2024 to cover the Summer 2024 tutoring program.

### **Purpose**

This MOU sets forth the initial understanding of the parties related to the Pilot. Pearson is implementing the Pilot in the District during the Spring and Summer of 2023. The purpose of the Pilot is to improve literacy skills in reading and math for selected early primary grade students.

The District and Pearson have agreed to continue the pilot program for summer of 2024.

Pearson will work with the district to negotiate any additional contract documents to effectuate the Pilot. This will include any license agreement/s, a Pilot statement of work, and any other required agreement/s.

### **District’s Responsibilities**

The District will select students to be served based on a predetermined criterion developed by Pearson and KDE. The district will be provided Pearson's Aimsweb+ assessment instrument to identify appropriate instructional needs of each student.

The District will develop communications, coordination of expectations, and training of selected teachers. Due to the sensitivity of the data only the district staff with clearance will be able to access the local assessment data for individual student performance.

The District will provide access to their selected social emotional curriculum and training for participating tutors in the summer 2024 program.

Once the students are identified the district will help facilitate a summer home to school component that may include personal contact with parents.

### **Pearson's Responsibilities**

Pearson will structure the implementation for the overall summer tutoring session effort which will include the predetermined selection criteria for students along with providing Aimsweb+ which will be used as the progress monitoring tool that will provide clear instructional needs for each student. Pearson will supply the necessary equipment and virtual access to all students as needed.

Pearson will provide materials from Johns Hopkins Proven Tutoring Research Project. [Home - Proven Tutoring.Org](#) These will be for K-3 students in Reading and Math. Tutors and interventionists will be trained for the implementation of this curriculum by University of North Carolina and Vanderbilt.

Pearson will support a social emotional component by utilizing the social emotional curriculum selected and provided by the District. This will be taught by the Tutors during a daily lesson in the summer session.

Pearson will do a nation-wide search for tutoring candidates.

Pearson will accept applications and interview pre-practicum teachers to hire and provide necessary training to Tutors.

Pearson will be responsible for paying the tutors for their services.

### **Contact Information**

NCS Pearson, Inc.

Name: Llana Williams

Position: Vice President

Address: 5601 Green Valley Drive, Bloomington, MN 5543

Telephone: 719-338-9754

E-mail: [llana.williams@pearson.com](mailto:llana.williams@pearson.com)

Woodford County Public Schools

Name: Danny Adkins

Position: Superintendent  
Address: 330 Pisgah Pike Versailles, KY  
Telephone: 858-879-4600  
E-mail: daany.adkins@woodford.kyschools.us

**This Document acknowledges mutual agreement between the Parties of the terms and conditions provided herein.**

Date:

NCS Pearson, Inc.  
Name: Llana Williams  
Title: VP School Assessment

Date:

Woodford County Public Schools  
Name: Danny Adkins

Title: Superintendent

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** January 26, 2024

**TOPIC/TITLE:** Memorandum of Agreement

**PRESENTER:** Garet Wells *GW*

**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:**

Board policy 01.1 states in part "The Board may....make contracts.... and do all things necessary to accomplish the purposes for which it is created."

**SUMMARY OF MAJOR ELEMENTS:**

Attached is a draft MOA with Midway University. This agreement will open the door to Woodford County partnering with Midway on Option 9 certification candidates.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Danny Adkins Jr.*

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Memorandum of Agreement  
Between  
Woodford County Public Schools  
and  
Midway University Department of Teacher Education

This Memorandum of Agreement (MOA) is for the purpose of creating an Option 9 program for P-5; Middle Grades 5-9 in English, mathematics, science, or social studies; and Secondary 9-12 in English or mathematics certification in partnership between the Woodford County Public Schools and the Midway University Department of Teacher Education in accordance with 16 KAR 9:110 and KRS 161.048. The MOA beginning May 1, 2024, and ending April 30, 2027, hereby contains the following provisions.

- The new Option 9 program called Woodford County Public Schools/Midway University Option 9 Program will be exclusively available to classified employees who work in the Woodford County Public School District. Candidates will complete the EPSB-approved P-5, Middle School, or Secondary Certification Program for Midway University. Candidates who successfully complete the program and pass the licensure exams will earn a bachelors degree and certification to teach students in grades P-5; Middle School 5-9 in English, mathematics, science, or social studies; or Secondary 9-12 in English or mathematics in three years.
- **All candidates shall meet the admission requirements established in 16 KAR 5:020.** Option Nine candidates will meet the admission requirements for an undergraduate, initial certification educator preparation program. [16 KAR 5:020, Section 1(2)]:
  - A cumulative grade point average of 2.75 on a 4.0 scale; or a grade point average of 3.00 on a 4.0 scale on the last 30 hours of credit completed.
  - Successful completion of one or a combination of the following assessments of basic knowledge:
    - ACT with a composite score of 22 or the corresponding minimum scores:
      - Reading: 20
      - Writing: 18
      - Math: 19
    - Praxis Core Academic Skills for Educators (CASE):
      - Reading (5713): 156
      - Writing (5723): 162
      - Mathematics (5733): 150
- Midway University will offer all 120 credit hours of coursework online or in a hybrid/evening online format. Some synchronous education courses will be offered in the evenings during the regular academic year with the remaining courses offered online. Asynchronous general education courses will be offered not only during the regular academic year but also during three summer terms. Candidates will be required to take classes year-round in order to complete the 120 hours within a three-year time period. Candidates will also be required to complete the same 200 field experience hours that traditional candidates complete as per 16 KAR 5:040 within the first two years of

residency. Woodford County Public Schools will maintain electronic records of field experiences that confirm that all residents have fulfilled the field experience requirements and share these records with the Midway University Department of Teacher Education.

- In addition to admitted candidates signing the professional code of ethics and practicing in an ethical manner according to the code of ethics, candidates will receive training on the professional code of ethics through coursework provided by Midway University and professional development provided by Woodford County Public Schools.
- Woodford County Public Schools will employ candidates admitted to the program either part-time or full-time for three years in a classified position. During the third year, residency, the candidate will be employed full-time in the area of certification sought. The resident will not have responsibility for the supervision or instruction of students without the direct supervision of a certified educator.
- During the year-long residency, a Woodford County Public Schools cooperative teacher and MU university supervisor will follow the EPSB-approved Midway University protocols for observing and evaluating student teachers including a minimum of four observations. Woodford County Public Schools will maintain electronic records that ensure and confirm that all third-year residents meet the student teaching requirements and will share them with the Midway University Department of Teacher Education.
- This Agreement may be terminated by either party within thirty (30) days' written notice. If Woodford County Public Schools ends the program, they will not accept new candidates but will continue the partnership until the candidates currently in the program complete the program or are no longer employed by Woodford County Public Schools.
- This program is offered with the realization that Woodford County Public Schools is not obligated to offer employment as a P-5, Middle School, or Secondary teacher to a candidate upon program completion, and/or the candidate may choose to seek employment outside of the district upon completion of the program.
- Woodford County Public Schools will use its best effort in good faith to perform the services and achieve the results of this Agreement. However, Woodford County Public Schools makes no representations or warranties that its services will result in the desired outcomes.
- This program shall not negatively impact the accreditation of the Midway University Department of Teacher Education.
- Should any term or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof.
- This Agreement shall be interpreted and enforced in accordance with the laws of the State of Kentucky.
- This program will be under the immediate supervision of the Chair of the Department of Teacher Education, Dr. Faye Deters, (859) 846-5445, [faye.deters@midway.edu](mailto:faye.deters@midway.edu).

Hereby agreed upon by,

\_\_\_\_\_ Date: \_\_\_\_\_  
Woodford County Public Schools Superintendent

\_\_\_\_\_ Date: \_\_\_\_\_  
Woodford County Public Schools Board of Education Chair

\_\_\_\_\_ Date: \_\_\_\_\_  
Midway University Vice President for Academic Affairs

\_\_\_\_\_ Date: \_\_\_\_\_  
Midway University President





**PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT**

**EFFECTIVE DATE:** March 1, 2024

**INITIAL TERM:** 12 Months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092, or Raptor Affiliate (LobbyGuard Solutions, LLC, and/or SchoolPass, Inc.) designated on the applicable quote (hereinafter "Raptor"), and Woodford County Public Schools, having an office at 330 Pisgah Pike, Versailles, KY 40383 (hereinafter "Customer"). Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." The agreement between the Parties (the "Agreement") consists of this Subscription Agreement, the Terms (defined below), all Invoices, and all other exhibits, schedules, and documentation referenced by or in this Subscription Agreement and the Terms. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meanings as set forth in the Terms. In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the following documents in effect as of the Effective Date of this Agreement;

- (i) Raptor Technologies, LLC General Terms and Conditions – ("Terms and Conditions") and, if applicable,
- (ii) SchoolPass Addendum – ("SchoolPass Addendum")
- (iii) SchoolPass Privacy and Hardware Policies – ("SchoolPass Hardware Policies")
- (iv) Alertus® Terms and Conditions – ("Alertus Terms and Conditions")

**Access Grant to Raptor Services.** Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.

**Fees.** Customer will pay Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fee(s)") and one-time purchases of equipment, supplies, and services in each case as set forth in the Quote attached hereto as Appendix A and in any Invoice during the Term. Unless otherwise specified in the Quote, for an annual subscription billing during the Term, the Annual Subscription Fee(s) may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%). This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the Invoice.

**Payment Terms.** Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties, and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Customer acknowledges and agrees that it has reviewed the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

**Raptor Technologies, LLC**

**Woodford County Public Schools**

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A



**Quote #:** Q-89489  
**Date:** 02-15-2024  
**Expires On:** 03-16-2024  
**Federal Tax ID:** 45-4914152

**To:**  
 Woodford County Public Schools  
 330 Pisgah Pike  
 Versailles, KY 40383  
 United States

**From:**  
 Vanessa Hidalgo  
 vhidalgo@raptortech.com

Subscription Term: 12 Months

Billing Frequency: Annual

Product	Unit Price	Quantity	Year-1 Line Total
<b>Raptor Visitor Management</b> Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase. Raptor technical support is included.	\$660.00	1	\$660.00
<b>Implementation Fee</b> One-time fee for implementation (per location).	\$350.00	1	\$350.00
<b>Remote Training</b> Remote web and phone-based training.	\$135.00	1	\$135.00
<b>CR5400 ID Scanner</b> ID scanner for state issued identification cards -- 2 year limited warranty.	\$670.00	1	\$670.00
<b>Raptor Printer (Dymo 550 Turbo Label Printer)</b> Printer for either visitor badges or student tardy passes -- 2 year limited warranty	\$230.00	1	\$230.00
<b>Raptor Visitor Badges (White) Box (Dymo 550)</b> Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	\$85.00	1	\$85.00
<b>Shipping and Handling Fee</b> Required on all new orders.	\$42.00	1	\$42.00
		<b>Year-1 Quote Total</b>	<b>\$2,172.00</b>

Recurring Costs in this Quote: \$660.00

Quote Notes:

Internal Notes: 1

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You may sign electronically; or you may print, sign and scan the document and email to [vhidalgo@raptortech.com](mailto:vhidalgo@raptortech.com) or fax to 713-880-2577.

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Issuing a purchase order for payment? Please email to [vhidalgo@raptortech.com](mailto:vhidalgo@raptortech.com).

Remit check payments to: Dept. 141, PO Box 4458, Houston, TX 77210-4458

For any other questions, email [accounting@raptortech.com](mailto:accounting@raptortech.com).

To order additional or replacement equipment and supplies with a credit card, visit [www.shop.raptortech.com](http://www.shop.raptortech.com).

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