

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII | **DATE:** April 15, 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: Cooperative Teacher Agreement-University of Louisville; MOA with Midway University; MOA with Midway University - Nursing; Woodford County Fiscal Court; ParentSquare Web Hosting; Canvas LMS Contract; Schoology; Interpretive Services Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Danny Adkins Jr.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 22, 2024

TOPIC/TITLE: Approval of 2024-2029 Cooperative Teacher Agreement Between WCPS and University of Louisville

PRESENTER: Susan Tracy

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 Woodford County Public Schools and the University of Louisville partner together to place student teachers and pre-student teaching candidates into clinical experiences for the purpose of training educator candidates.


SUMMARY OF MAJOR ELEMENTS:

Seeking board approval of the clinical practice agreement between Woodford County Public Schools and the University of Louisville.

IMPACT ON RESOURCES: NA

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



COOPERATIVE STUDENT TEACHER AGREEMENT
BETWEEN
WOODFORD COUNTY SCHOOLS
AND
UNIVERSITY OF LOUISVILLE
2024-2029

THIS AGREEMENT (the “Agreement”) is made between the Board of Education of Woodford County Schools, KY (the “Board”) and the University of Louisville (the “University”).

1. The University and the Board, under the provisions of KRS 161.042 and pursuant to regulations promulgated under the authority of that statute, are authorized to enter into cooperative agreements for the purpose of providing professional, clinical, and student teacher experiences for University students wishing to enter the education profession.

2. The University and the Board agree to collaborate in providing these professional, clinical, and student teacher experiences to University students as further detailed herein.

3. The University and the Board agree that all actions under this Agreement shall be consistent with Kentucky law (including KRS 161.042 and 16 KAR 5:040).

4. As provided in KRS 161.042 (4), the Board and the University shall cooperate in ensuring that the student teachers placed in Woodford County Public Schools (the “District”), will abide by all policies, rules and regulations of the University as students, and when on the premises of any District schools, applicable policies, rules, and regulations of the Board and school. The University agrees to assist the Board in instructing student teachers on these policies. The Board or individual school will provide an orientation session for all University student teachers concerning these policies and any other important policies, procedures, rules of conduct, or regulations governing student teachers and will require all student teachers to attest that they are familiar with those policies and will adhere to same. Failure of a student teacher to abide by the policies may be grounds for removal from their current student teacher assignment.

5. Consistent with the Family Educational Rights and Privacy Act (“FERPA”), and with the permission of the student teacher, the University will provide any information requested by the Board concerning any student teacher in advance of placement in the District. Pursuant to the Board’s established procedures, the University student teacher will satisfactorily complete a criminal background check at the student teacher’s expense.

6. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. While on the premises of any District school, the University student teacher will be under the exclusive control of the staff of the school and the school staff will be responsible for the wellbeing and safety of the student teacher and all pupils. Therefore, the University has no responsibility for the wellbeing and safety of the pupils in any District school under this Agreement. Nothing in this Agreement shall preclude the Board from exercising its right to remove any student teacher from a classroom, who in the judgment of its staff, is adversely influencing the welfare of pupils or significantly detracting from the educational mission of the school. In such instances, the principal of the school shall contact the Coordinator of Field and Clinical Placement (the “Clinical Coordinator”) in the University’s College of Education and Human Development (“CEHD”) and provide the Clinical Coordinator with a written statement explaining the reasons for removal. The Clinical Coordinator shall then have five (5) days to respond in writing to the principal. The principal, in consultation with any necessary Board staff shall then inform the Clinical Coordinator concerning whether the student teacher will be permitted to return to the school. If the principal determines, after consideration of

the Clinical Coordinator's written explanation, the student teacher should not return to the school, the Clinical Coordinator will address the reasons for the principal's decision with the student teacher. The Board, through its staff, will then collaborate with the Clinical Coordinator on attempting to place the student teacher in another school. This Agreement is not to be construed as a third-party beneficiary contract for the benefit of any student teacher who may be an applicant for any position in the District.

7. The Board shall submit to the University at least thirty (30) days prior to a fifteen (15) week placement of student teachers a list of properly qualified and certified teachers from within the District, under whose direct supervision the student will teach. All teachers on this list will be designated as a "Cooperating Teacher" and the Board will ensure compliance with 16 KAR 5:040 entitled "Cooperating Teacher Eligibility Requirements" including:

(1) The Cooperating Teacher, whether serving in a public or nonpublic school, shall have:

- (a) A valid teaching certificate or license for each grade and subject taught; and
- (b) At least three (3) years of teaching experience as a certified educator.

(2) A teacher assigned to a teaching position on the basis of a provisional, probationary, or emergency certificate issued by the Education Professional Standards Board shall not be eligible for serving as a Cooperating Teacher.

(3) Prior to student teacher placement, a cooperating teacher shall receive training approved by the Education Professional Standards Board and provided at no cost to the cooperating teacher by the educator preparation institution which shall include the following components:

- (a) Basic responsibilities of a cooperating teacher;
- (b) Best practice in supporting the student teacher; and
- (c) Effective assessment of the student teacher.

(4) Each educator preparation institution shall file an electronic report with the Education Professional Standards Board every semester which identifies the following:

(a) Each candidate at the educator preparation institution enrolled in student teaching;

- (b) The candidate's assigned school;
- (c) The cooperating teacher assigned to each candidate;
- (d) The cooperating teacher's area of certification;
- (e) The cooperating teacher's years of experience as a certified or licensed educator; and
- (f) The number of days the cooperating teacher supervised the student teacher during the semester.

8. In preparing the list of Cooperating Teachers that complies with these regulations, the Board will also consider such criteria as academic and professional background, personal qualities and professional attitudes, relationships with pupils and colleagues, and the ability to successfully direct the learning process.

9. In collaboration with the Clinical Coordinator, the Cooperating Teacher shall be responsible for providing the student teacher placed under their supervision with proper experience and counsel in planning and presenting effective learning experiences for pupils. The Board agrees that the best practice in preparing teachers includes the cooperating teacher providing multiple opportunities for the student teacher to assume significant responsibility for all teaching tasks and duties, including, but not limited to, extended co-teaching experiences.

10. The Cooperating Teacher will provide a written report (which may be provided via email) to the Clinical Coordinator if the Cooperating Teacher believes at any point during the student teacher's placement that the progress of the student teacher is unsatisfactory. The Cooperating Teacher will also provide a final written report to the Clinical Coordinator concerning the progress and accomplishments of the student teacher along with a recommended grade. Final

grade assignments are ultimately the responsibility of the Clinical Coordinator and the University.

11. The University shall designate one (1) representative to serve as liaison between it and the Board on all matters under this Agreement. As set forth above, that person shall be designated as the Clinical Coordinator. That person, as a representative of the University, shall have access to all Board staff and schools necessary to properly facilitate communication and relationships between the Board staff, Cooperating Teacher, and the student teacher. The Board shall designate a representative to be the Clinical Coordinator's first point of contact concerning this program and agreement.

11. For direct supervision of the student teacher(s), in a single 15-week placement, the Cooperating Teacher will receive a stipend of \$10 for each week the student teacher is in his/her charge, not to exceed a total of \$150 within the 15-week placement. In the case of dual placements, the Cooperating Teacher shall receive a stipend of \$10 for each week the student teacher is in his/her charge, not to exceed a total of \$70/\$80 within the 7/8-week placement. In the case of three placements, the Cooperating Teacher shall receive a stipend of \$10 for each week the student teacher is in his/her charge, not to exceed a total of \$50 within the five-week placement.

12. The University and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees or students on the basis of age, color, creed, disability, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, veteran status or political opinion or affiliation.

13. To the extent permitted by Kentucky law, the parties (each an "Indemnifying Party") agree to indemnify and hold harmless the other party (each an "Indemnified Party"), its Board of Trustees or Regents or Board of Education, as applicable, and its and their Trustees or Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from and against any and all claims, losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (if such costs and/or fees are awarded by a court of competent jurisdiction) (collectively, "Losses") suffered or incurred by them to the extent that such Losses arise out of the Indemnifying Party's negligent acts and/or omissions in its performance under this Agreement.

14. Without limiting any liabilities or any other obligations, both parties shall procure and maintain, until all of their obligations have been discharged and for three (3) years after the termination or expiration of this Agreement, General Liability Insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement, with the following minimum coverages: \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

15. The Board acknowledges that the education records of assigned student teachers (which may include, but are not limited to, competency development plans, monthly reports, mid-term and final evaluations, and action plans) are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g ("FERPA"). The parties agree to comply with the requirements of FERPA and to protect the privacy of education records concerning any student teacher assigned under this Agreement. For the purposes of this Agreement, pursuant to FERPA, University hereby designates the District as a school official with a legitimate educational interest in the educational records of students to the extent that access to the University's records is required to carry out the clinical training experience. University acknowledges that the education records of the District's students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to protect the privacy of education records of District students that are made available to any student teacher assigned under this Agreement. To the extent permitted by law, the parties may share students' education records with each other, as may be necessary to perform their obligations under this Agreement.

16. In the event that either Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") or the Receiving Party otherwise receives/obtains or collects/maintains Personal Information on the Disclosing Party's behalf, as set forth below, as a result of or in connection with

this Agreement or any obligation delineated in this Agreement, the Receiving Party hereby agrees to the following:

A. The term "Personal Information" means personally identifiable or identifying information or data, in whatever form, and including as defined in Kentucky law (KRS 61.931(6)) an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements: (a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account; (b) A Social Security number; (c) A taxpayer identification number that incorporates a Social Security number; (d) A driver's license number, state identification card number, or other individual identification number issued by any agency; (e) A passport number or other identification number issued by the United States government; or (f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by FERPA.

B. The Receiving Party and its employees, agents, and contractors (collectively "Affiliates") may obtain, access or collect (collectively "obtain" or collectively in the past tense "obtained") Personal Information only if specifically authorized by and necessary and required in connection with this Agreement.

C. In addition to any protections to the Disclosing Party in this Agreement or any other documents, and any provision in this Agreement or any other documents to the contrary notwithstanding, the Receiving Party: (1) acknowledges that it is familiar with the terms and provisions of applicable law, including KRS 61.931 et seq., and will fully comply with it; (2) will not use any Personal Information other than for the purpose of performing its obligations for the Disclosing Party under this Agreement; (3) will not re-disclose any such information to any third party not specifically involved in fulfilling its obligations for the Disclosing Party under this Agreement; and (4) shall ensure that prior to granting its Affiliates access to any Personal Information, such individuals or entities are informed of and agree to abide by confidentiality obligations no less restrictive than those contained herein, and the Receiving Party will require all Affiliates to comply with the security procedures and practices and breach investigation procedures and practices as provided herein. Any release or re-disclosure of Personal Information must be in accordance with applicable law including 34 CFR 99.33(a), and to the extent required by law the party releasing Personal Information will notify the Disclosing Party before any such release of Personal Information.

D. The Receiving Party and its Affiliates will at their sole cost and expense implement, maintain, and update security procedures and practices, including taking any appropriate corrective action, to protect against security breaches and implement, maintain, and update security and breach investigation procedures and practices that are 1) appropriate to the nature of the Personal Information; 2) at least as stringent as the strictest standards provided by law and industry practices regarding security and breach investigation procedures including 16 CFR 314.1 et seq., the security and breach investigation procedures and practices of the Kentucky Council on Postsecondary Education or the Kentucky Board of Education, as applicable, under KRS 61.932(1)(b), and Payment Card Industry Data Security Standards; and 3) reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

E. The Receiving Party shall notify the Disclosing Party in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of an actual or suspected security breach relating to the Personal Information. Notice in the event the Board is the Receiving Party will be provided to the University/College's Chief Information Officer, Kim Adams, Phone: 502-852-6692, Email: isopol@louisville.edu . Notice in the event the University/College is the Receiving Party will be sent to the Board's Chief Human Resources Officer, _____, Phone: _____, Fax: _____. The notice to the Disclosing Party shall include all information the Receiving Party has with regard to

the security breach at the time of notification. The Receiving Party will report using Form FAC-001 found at:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/FAC001%20Determined%20Breach%20Notification%20Form.pdf>

The Receiving Party's obligation is applicable regardless of whether the Personal Information was obtained by or was in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate.

F. The notice required by the preceding paragraph may be delayed if a law enforcement agency notifies the Receiving Party that notification will impede a criminal investigation or jeopardize homeland or national security. If notice is delayed pursuant to this subparagraph, notification shall be given as soon as reasonably feasible by the Receiving Party to the Disclosing Party. In connection therewith, the Receiving Party will complete the form FAC-002 found at:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/FAC002%20Delay%20Notification%20Record.pdf>

G. In the event of a security breach relating to Personal Information, the Receiving Party at the discretion and direction of the Disclosing Party will be responsible for a reasonable and prompt investigation required by KRS 61.933(1)(a)(2) including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the Receiving Party will satisfy the notification deadlines in KRS 61.933(1)(b) but the Receiving Party will ensure that the Disclosing Party has the opportunity to review and approve all notices to be sent. The Disclosing Party will have the opportunity to review any report produced as the result of the investigation. Without limiting the preceding, the Receiving Party will be fully responsible for complying with all other law applicable to any security breach related to Personal Information regardless of whether the security breach relates to Personal Information obtained by or in the possession of or maintained by or on behalf of the Receiving Party or any Affiliate. The Receiving Party will be fully responsible for all costs associated with its and the Disclosing Party's complying with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

H. If the Receiving Party is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the unauthorized disclosure of one (1) or more data elements of Personal Information that is the same one (1) or more of the data elements of Personal Information listed above, the Receiving Party shall meet the requirements hereunder by providing to the Disclosing Party a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed above.

I. Any provision in this Agreement or any other document to the contrary notwithstanding, including but not limited to any provision related to limitation of liability, the Receiving Party shall to the extent permitted by Kentucky law fully indemnify and hold harmless the Disclosing Party, the Disclosing Party's Board of Trustees or Regents or Board of Education, as applicable, and its and their Trustees or Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from and against any and all claims, losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by them to the extent that such Losses arise out of any security breach relating to Personal Information.

J. Without the Disclosing Party's prior written consent, the Receiving Party shall not consent to, and will ensure no Affiliate consents to, the entry of a judgment or award, or enter into a settlement, which does not include a release of the Disclosing Party, the Disclosing Party's Board of Regents or Board of Education, as applicable, and its and their Regents or Board Members, as applicable,

agents, and employees, in their individual and official capacities, from all liability with respect to the Losses.

K. Without limiting any of the preceding, the Receiving Party will bear any, and all costs associated with notifying all individuals who are the victims of and will bear any and all costs of such individuals in connection with, any such security breach involving Personal Information.

L. The provisions of this Section 16 will survive termination of this Agreement for whatever reason.

M. As used herein, "security breach" includes: 1. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of unencrypted or unredacted records or data that compromises or the Disclosing Party or the Receiving Party believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of encrypted records or data containing Personal Information along with the confidential process or key to unencrypt the records or data that compromises or the Disclosing Party or the Receiving Party reasonably believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals. Without limiting the preceding, security breach includes the theft or misappropriation, or improper use, access, or disclosure of Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate. In the event of any dispute between the Receiving Party and the Disclosing Party as to whether a security breach has occurred, the Disclosing Party's determination will be conclusive, and the Receiving Party will proceed in accordance herewith.

N. Upon expiration or termination of this Agreement, for any reason, the Receiving Party agrees to destroy any and all Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate in a manner that completely protects the confidentiality of the information after copies thereof have been returned to the Disclosing Party, if requested, unless the Disclosing Party directs that such Personal Information be transferred to another person or entity. In no event will any copies of Personal Information be retained by the Receiving Party or any Affiliates. Except as may be required by Kentucky Records Retention Laws.

O. Any provision herein that requires or otherwise specifies that the University will indemnify the District or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the District or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Board of Claims and KRS 45A.225 through 45A.275 (Contract Claims). University does not waive any of the rights, privileges or immunities available to Kentucky state agencies, and any conflicting provision is rejected.

18. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

19. Any amendment to this Agreement must be in writing and executed by both parties hereto.

IT IS MUTUALLY AGREED by and between the parties that th this Agreement shall be commence on August 1, 2024 and continue for an initial term of one (1) year. At the end of this initial term, this agreement shall automatically renew for an additional one (1) year terms, up to a total of five (5) one (1)-year terms, unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the term.

IN WITNESS WHEREOF, we the undersigned, as duly authorized representatives of the parties to this Agreement, have caused this Agreement to be executed as of the dates below, but which Agreement shall be effective as of the Effective Date.

Board of Education

Superintendent

Date

University of Louisville:

Thomas Gerard Bradley Date
Executive Vice President & University Provost

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 10, 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)
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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:

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 provide tuition discounts to our employees, their spouses and other dependents.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Darryl Holly



**MIDWAY
UNIVERSITY**

**MEMORANDUM OF AGREEMENT
BUSINESS ADVANTAGE PROGRAM (BAP)**

This agreement is made between Midway University (the University), located in Midway, Kentucky, and Woodford County Public Schools (the Organization) located in Versailles, KY. Midway University is regionally accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associate, baccalaureate, and master’s degrees (<https://www.midway.edu/about-midway/accreditation>).

Responsibility of Midway University

1. The University agrees to provide a 15% reduction in tuition (at the rate published by the University each academic year) to employees, their spouses, and dependents only. This tuition reduction does not apply to relevant course fees, textbook costs, or other course material costs. The discount is only applicable to evening/online undergraduate programs and graduate programs (except for the Master of Education) and is not applicable to the traditional daytime program. The discount is not stackable with other scholarships and/or discounts.
2. Midway University will waive any applicable application fees.
3. The University agrees to designate an individual to serve as a liaison for the purposes of monitoring this agreement, building the relationship, and answering any questions from students or employers impacted by this agreement.
4. Upon request by the employer, Midway University will send representatives to provide information, advice on education needs, and guidance on enrollment.

Responsibility of the Organization

1. The Organization agrees to designate an individual to serve as a liaison for the purposes of monitoring this agreement, building the relationship, and answering any questions from the Midway University liaison.
2. Participants in the BAP must meet admissions requirements of the University and the program (if applicable) as published in the University Catalog.

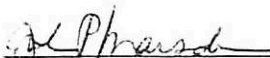
Joint Responsibility

1. The University and the Organization will work cooperatively to distribute promotional materials, news releases and brochures to increase members’ knowledge of educational options.
2. The University and the Organization will work together to support the collection of names and contact information of interested individuals.

Implementation of the Agreement

This agreement will be considered in force when signed by both parties. This agreement can be terminated with written notification. No new students can be enrolled once written notification of termination is provided, but provisions will be made by the University to allow students who are already enrolled to complete the program at the Business Advantage Program’s Tuition Rate if they remain continuously enrolled across modules.

SIGNATURES:



John P. Marsden, PhD
President, Midway University

4/9/24

Date

Angela McKale, Board Chair
Woodford County Public Schools

Date

Danny Adkins, Superintendent
Woodford County Public Schools

Date

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 11, 2024

TOPIC/TITLE: Memorandum of Agreement

PRESENTER: Gareth 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
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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:

Board policy 01.1 states in part "The Board maymake 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 allow for nursing students at Midway to get practicum experience in our school district.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Darryl Adley

FORMAL AGREEMENT
between
MIDWAY UNIVERSITY
NURSING PROGRAMS
and
WOODFORD COUNTY SCHOOLS
AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is made as of this 10th day of April 2024, by and between **MIDWAY UNIVERSITY NURSING PROGRAMS**, 512 E. Stephens Street, Midway, Woodford County, Kentucky 40347, hereinafter referred to as the "Facility", and **Woodford County Schools**, 330 Pisgah Pike, Versailles, KY 40383, doing business as a medical care facility hereinafter referred to as "Clinical Site."

WITNESSETH:

WHEREAS, Facility offers to enrolled Nursing Students, a training program in Nursing;

WHEREAS, Clinical Site operates a comprehensive ambulatory or inpatient health care facility;

WHEREAS, Facility desires to provide to its Nursing Students, a Clinical Site learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Clinical Site has agreed to make its facility available to Facility for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF FACILITY

A. **Clinical Program:** Facility shall be responsible for the implementation and operation of the clinical component of its program at Clinical Site ("Program"), which Program shall be approved in advance by Clinical Site. Such responsibilities shall include, but not be limited to the following:

1. Orientation of Nursing Students to the clinical observation experience of Clinical Site.
2. Provision of classroom theory and practical instruction to Nursing Students prior to their clinical assignments at Hospital.
3. Continuing oral and written communication with Clinical Site regarding student performance and evaluation, absences and assignments of Nursing, and other pertinent information.
4. Supervision of Nursing Students and their performance while they are at the Clinical Site. Nursing Students will act only within the scope of their assigned and supervised activities and will not act independently of such supervision or

instruction. Facility will indemnify, defend and hold harmless Clinical Site against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against Clinical Site in connection with the negligence or misconduct of Nursing Students, officers, trustees, employees, and full-time faculty under this Agreement. Facility further agrees to indemnify Clinical Site, for any damages, loss or deficiency caused to any vehicle or person in the parking areas for any reason, including, but not limited to, as a result of fire, smoke, earthquake, flooding, theft, break-in, impact by other vehicles.

5. Performance of such other duties as may from time to time be agreed to between Facility and Clinical Site.

All Nursing Students, faculty, employees, agents and representatives of Facility participating in the Program at Clinical Site (the "Program Participants") shall be accountable to the Clinical Site's Administrator.

- B. **Student Statements:** Facility shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached here to as Exhibit B.
- C. **Insurance:** Facility shall maintain for itself and shall provide to the Program Participants or require that Program Participants obtain and maintain appropriate general and professional liability insurance covering student participants in a minimum amount of \$1,000,000.00 per claim/\$3,000,000.00 aggregate, Clinical Site shall be named as a Loss Payee and as an Additional Insured on applicable insurance coverage(s) and provide Clinical Site with a certificate of said coverage. Facility will notify Clinical Site of any cancellation or significant change thirty (30) days prior to such cancellation or change. If such coverage is written on a claims-made basis, following termination of this Agreement, Facility shall provide tail coverage or other insurance coverage in the same amount which shall survive for a period of no less than five (5) years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement. Any insurance provided by Facility shall apply on a primary basis and shall not require contribution from any insurance maintained by Clinical Site. Any insurance or self-insurance maintained by Clinical Site shall be in excess of, and shall not contribute with the insurance provided by Facility.
- D. **Health of Participants:** All Program Participants shall pass a medical examination acceptable to Clinical Site prior to their participation in the Program at Clinical Site at least once a year or as otherwise required by law. Facility and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Clinical Site. In no event shall Clinical Site be financially or otherwise responsible for said medical care and treatment.
- E. **Dress Code; Breaks:** Facility shall require the students to dress in accordance with dress and personal appearance standards approved by Facility. Such standards shall be in accordance with Clinical Site's premises for breaks, including meals. Program Participants shall pay for their own meals at Clinical Site.
- F. **Performance of Services:** All faculty provided by Facility shall be duly licensed, certified or otherwise qualified to participate in the Program at Clinical Site. Facility shall have a specially designated staff for the performance of the services specified herein Facility and

all Program Participants shall perform it's and their duties and services hereunder in accordance with all relevant local, state and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Clinical Site and any rules and regulations of Facility as may be in effect from time to time. Neither Facility nor any Program Participant shall interfere with or adversely affect the operation of Clinical Site or the performance of services therein.

2. RESPONSIBILITIES OF CLINICAL EXTERNSHIP SITE

- A. Clinical Site shall accept the students assigned to the Program by Facility and cooperate in the orientation of all Program Participants to Clinical Site. Clinical Site shall provide the opportunities for such students, who shall be supervised by Facility and Clinical Site, to observe and assist in various aspects of patient care. Clinical Site shall coordinate Facility's rotation and assignment schedule with its own schedule and those of other educational institutions. Clinical Site shall at all times retain ultimate control of the Clinical Site and responsibility for patient care.
- B. Upon the request of Facility, Clinical Site shall assist Faculty in the evaluation of each Program Participant's performance in the Program. However, Facility shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- C. Preparation of student/patient assignments and rotation plans for each student and coordination of same with Clinical Site.

3. MUTUAL RESPONSIBILITIES

The parties shall cooperate to fulfill the following mutual responsibilities:

- A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Clinical Site or the Facility.
- B. Any courtesy appointments to faculty or staff by either the Facility or Clinical Externship Site shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS

- A. Clinical Site may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services for unprofessional behavior.
- B. Clinical Site may request Facility to withdraw or dismiss a student or other Program Participant from the Program at Clinical Site when his or her clinical performance is unsatisfactory to Clinical Site or his or her behavior, in Clinical Site's discretion, is disruptive or detrimental to Clinical Site and/or it's patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of paragraph 4 (a) above, it is understood that only Facility can dismiss the Program Participant from the Program at Clinical Site.

5. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors, and neither the Facility nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of Clinical Site. In no event shall this Agreement be construed as establishing a

partnership or joint venture or similar relationship between the parties hereto. Facility shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Clinical Site for any salaries, insurance or other benefits.

6. NON-DISCRIMINATION

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY

Facility and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Clinical Site and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Clinical Site. Facility shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Clinical Site. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Clinical Site with the option of pursuing remedies for breach, including, but not limited to, immediately terminating this Agreement upon written notice to Facility.

8. TERM; TERMINATION

- A. The initial term of this Agreement shall be one (1) year commencing on the date set forth above. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties.
- B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days written notice provided that all Nursing Students currently enrolled in the Program at Clinical Site at the time of notice of termination shall be given the opportunity to complete their clinical Program at Clinical Site, such completion not to exceed three (3) months.

9. ENTIRE AGREEMENT

This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

12. NO WAIVER

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Kentucky.

14. ASSIGNMENT; BINDING EFFECT

Facility may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Clinical Site. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally by certified or registered mail, return receipt requested or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Clinical Site:

Copy to: Woodford County Schools
330 Pisgah Pike
Versailles, KY 40383

If to Facility: Midway University
512 E. Stephens Street
Midway, KY 40347
Attention: Dean, School of Health Sciences

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. EXECUTION OF AGREEMENT

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

MIDWAY UNIVERSITY

DocuSigned by:
 By: *Diane Chlebowy* 4/11/2024 | 9:31 AM EDT
F083CDEA100F499...
 Diane Chlebowy, PhD, RN, CNL Date
 Dean, School of Health Sciences

DocuSigned by:
 By: *Timothy Campbell* 4/11/2024 | 9:32 AM EDT
48705D54E095497...
 Timothy Campbell, PhD Date
 Vice President of Academic Affairs

DocuSigned by:
 By: *John P. Marsden* 4/11/2024 | 10:06 AM EDT
A8F80B59765A415...
 John P. Marsden, PhD Date
 President

WOODFORD COUNTY SCHOOLS

By: _____
 Board Chairperson Date

By: _____
 Superintendent Date

 Date Agreement Entered Into

 Expiration Date of Contract

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **Woodford County Schools** ("Clinical Site"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by **Midway University** ("Facility") at Clinical Site unless such injury or loss arises solely out of Clinical Site's gross negligence or willful misconduct.

Dated this _____ day of _____, 20_____.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal Law and the Agreement between **Woodford County Schools** (Name of Clinical Site) and **Midway University** (Name of Facility), to keep confidential any information regarding Clinical Site patients, as well as all confidential information of Clinical Site. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Clinical Site, except as required by law or as authorized by Clinical Site.

Dated this _____ day of _____, 20_____.

Program Participant

Witness

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 22, 2024

TOPIC/TITLE: FY25 Fiscal Court Transportation Reimbursement

PRESENTER: Shane Smith

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:

This is the FY25 contract we execute with the Fiscal Court each year for transportation reimbursement for private school students.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

FY25 CONTRACT

This **CONTRACT** is entered into this ____ day of _____, 2024, 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 2024-2025 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 #: **DATE:**

TOPIC/TITLE: ParentSquare Web Hosting Contract

PRESENTER: Josh Rayburn

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 is required to approve all contracts prior to signing

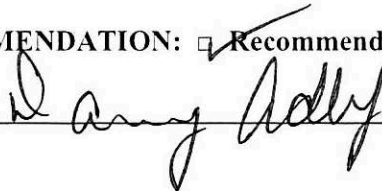
SUMMARY OF MAJOR ELEMENTS:

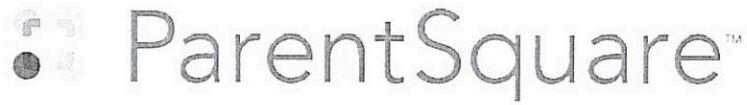
We are looking to add Web Hosting to our ParentSquare subscription. This will be in addition to our other subscriptions. This will make it easier for us to share information from ParentSquare to the forward facing website. We will switch from our current hosting to ParentSquare. There will be an additional cost (around \$1500/year) but all systems will talk making it easier for staff to post to the website.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





Woodford County Public Schools | Smart Sites

Pricing Term Start Date: July 1, 2024 | Pricing Term End Date: June 30, 2027 | Quote Create Date: February 27, 2024 | Reference: 20240227-132850748

Woodford County Public Schools
330 Pisgah Pk
Versailles, KY 40383
United States

Josh Rayburn
Chief Information Officer
josh.rayburn@woodford-kyschools.us
859-879-4600

Comments

Tom Boes - ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Smart Sites (Multi-site) Payment starts: July 1, 2024	July 1, 2024	12	4,000	\$2.25 / year	\$8,100.00 / year after 10% discount for 1 year
Smart Sites - Content Migration (100 pages) Payment due: July 1, 2024	July 1, 2024		1	\$750.00	\$675.00 after 10% discount

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Smart Sites Onboarding - Standard · Project Management · Site Launch Consultation · Staff Directory · Template Configuration · Activation Payment due: July 1, 2024	July 1, 2024		1	\$3,000.00	\$2,000.00 after \$1,000.00 discount

Future Payments Summary

Item	Payment
Smart Sites - Content Migration (100 pages)	\$675.00 on July 1, 2024
Smart Sites Onboarding - Standard	\$2,000.00 on July 1, 2024
Smart Sites (Multi-site)	\$8,100.00 / year starting on July 1, 2024 for 1 payment

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Josh Rayburn
josh.rayburn@woodford.kyschools.us Verify to sign

Amanda Dempsey
amanda.dempsey@parentsquare.com Verify to sign

This quote expires on May 3, 2024

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>.

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me



Tom Boes

thomas.boes@parentsquare.com

+19049623255

ParentSquare, Inc.

6144 Calle Real, Suite 2004

Costa Mesa, CA 92626

United States

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 17, 2024

TOPIC/TITLE: Canvas LMS Contract

PRESENTER: Josh Rayburn

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 has to approve all contracts

SUMMARY OF MAJOR ELEMENTS:

For the 24-25 school year we will run Schoology and Canvas as our Learning Management System (LMS) with the intent to non-renew Schoology after June 2025. This will allow teachers to have a year to transition to the new platform (Canvas). Universities use Canvas (or Blackboard) as their LMS and this will provide our students with the skills to be successful beyond graduation. Canvas and Blackboard have a similar feel. Canvas offers a few more options for the K-12 environment. Please see my rationale below related to why I feel Canvas is better for our district than Schoology that I sent to all Certified Staff at WCMS/WCHS/SHA:

"In brief, my inclination towards Canvas stems from a thorough evaluation of both platforms. Drawing from my firsthand experiences in utilizing and supporting Canvas, its features stood out in comparison to Schoology. In my view, Canvas offers educators a broader array of features conducive to blended learning and enables deeper instructional design compared to Schoology. Canvas is also the only LMS that is endorsed by Google meaning a smoother integration of Google Drive elements that closely resemble the user experience in Google Classroom."

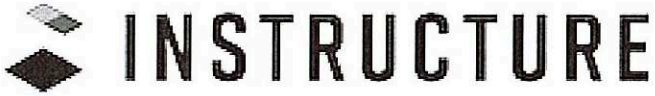
All certified staff had the opportunity to submit feedback to their department chairs and the department chairs made a collective decision for their department based on that feedback. To allow for the change, I feel it would be best to extend our subscription to Schoology but offer support only for the transition to Canvas. We want to make sure all data is transferred correctly. All building principals and district admin are on board with this plan as well. This will also help with the transition to the new building to help eliminate stress of switching everything this year.

IMPACT ON RESOURCES: Technology Budget

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Danny Adkins Jr.



Services Order Form

Order #: Q-356327-1
Date: 2024-02-27
Offer Valid Through: 2024-03-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Woodford County Schools

Address: 330 Pisgah Pike
City: Versailles
State/Province: Kentucky
Zip/Postal Code: 40383
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Primary Contact

Name:
Email:
Phone:

Name: Josh Rayburn
Email: josh.rayburn@woodford.kyschools.us
Phone: +1 859 879 4600

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Canvas LMS Cloud Subscription, Canvas Studio Cloud LMS Subscription, Recurring Sub-Total, Canvas LMS - Implementation K12 Essential Bundle, Canvas Studio Standard Implementation, Early Access Fee, Non-Recurring Sub-Total, and Year 1 Total.

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2025-12-01	2026-11-30	User	2,500	USD 7.46	USD 18,650.00
Canvas Studio Cloud Subscription	2025-12-01	2026-11-30	User	2,500	USD 3.29	USD 8,225.00
Recurring Sub-Total						USD 26,875.00
Year 2 Total						USD 26,875.00

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2026-12-01	2027-11-30	User	2,500	USD 7.83	USD 19,575.00
Canvas Studio Cloud Subscription	2026-12-01	2027-11-30	User	2,500	USD 3.45	USD 8,625.00
Recurring Sub-Total						USD 28,200.00
Year 3 Total						USD 28,200.00
Grand Total:						USD 90,950.00

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	2,500
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	2,500
Early Access Fee	This is a fee assessed to provide time in the instance to play and create before the subscription term begins. No teaching shall be done during this period.		8

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Professional Services	Description	Expiration	Qty
Canvas LMS - Implementation K12 Essential Bundle		N/A	1
Canvas LMS - K-12 Essential Implementation	You may join any implementation cohort that begins within the dates covered by Year 1 on this order form. All implementation tasks (including data provisioning/SIS integration) must be completed within the 11 weeks of your cohort. As prescribed by your purchased implementation package, your implementation will include the following: <ul style="list-style-type: none"> • Access to Canvas LMS consultants to guide your project, perform some tasks, and answer questions. • One Canvas LMS instance • Access to API information, guides, public courses, and best practice documentation. 	12 Months	2,500
Training Portal Essential - Core On-Demand Content	Unlimited access to core on-demand training content for teachers and admins through the Training Portal.	12 Months	1
Canvas LMS Instance Configuration	Creation and access to one (1) Canvas LMS Instance for up to five (5) of your chosen administrators. This instance will be configured with a "institutionname.instructure.com" URL based on requested URL availability.	12 Months	1
Canvas LMS Onboarding Course	A six-part Canvas LMS course provides guidance and instruction about implementation topics and tasks. The course is paced to six weeks but may be completed faster/slower, depending on your needs and Instructure resource availability.	12 Months	1

Professional Services	Description	Expiration	Qty
Essential Project Management	<ul style="list-style-type: none"> You will join a cohort which includes other new Canvas LMS customers and is led by designated Canvas LMS consultants. Weekly webinars with your cohort leaders offer best-practice advice, processes, and Q&A regarding the weekly topic. Attendance is recommended but optional; all webinars are recorded. No project plan is provided, so you will need to monitor your team's progress to ensure you stay on track. All project management will be performed remotely and communication will be conducted by email and webinars, with occasional calls at the consultants' discretion. Technical implementation/activation is completed during the first 6 weeks of the cohort. Our CSM team will work with your cohort for 5 additional weeks (11 weeks total per cohort) to help you complete onboarding. 	N/A	1
Essential Technical Consulting / Data Provisioning for Canvas LMS Instance	<p>Data provisioning support to get your user data into Canvas LMS, through one of the following methods: manual creation, CSV import, or a limited set of SIS integrations. Access to API documentation and Community guides will be provided. Excludes API-related coding/development and CSV file creation, maintenance, or updates.</p> <ul style="list-style-type: none"> Valid SIS integrations which require direct API access are: Aeries, Aspen, Aspire, Blackbaud (ex. Education Edge), Clever, Focus, Infinite Campus, Powerschool, Progressbook (DASL), Q (Aequitas), Qmlativ, Sapphire, Skyward, Synergy. SIS integration will include the base mapping set. Additional fees may be required for complex customization or changes, at Instructure's discretion. Additional SIS integrations that are fully supported by your SIS provider may be available, most of which use leverage CSV import and may have grade passback options. You and/or SIS provider perform this configuration. Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas LMS consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration. Instructure will assist with one test using production data; additional testing or test environments require purchase of additional technical consulting hours. Technical implementation/activation is completed during the first 6 weeks of the cohort. Our CSM team will work with your cohort for 5 additional weeks (11 weeks total per cohort) to help you complete onboarding. <p>Additional technical consulting as needed for SSO, etc.</p>	N/A	1
Instructional Design - Ready Made Template	Select one pre-built template from our collection of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed. This course template and all of the content and assets within it are licensed for use on one instance of Canvas LMS. Please do not share this course template in whole or in part outside of the licensed instance for which this course template and associated contents were purchased.	12 Months	1
Canvas Studio Standard Implementation		N/A	1
Canvas Studio Implementation	Implementation will include the following: * Creation of Canvas Studio Instance * Integration with Canvas LMS via LTI * Admin creation and walkthrough.	12 Months	1
Canvas Studio Webinar Training	Two hours of remote training content on utilizing Canvas Studio.	12 Months	1

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Auto Renewal Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Woodford County Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 17, 2024

TOPIC/TITLE: Schoology Contract

PRESENTER: Josh Rayburn

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:

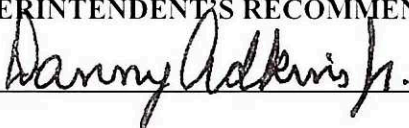
SUMMARY OF MAJOR ELEMENTS:

This is the Schoology contract to go along with the Canvas contract. Please see the rationale on the Canvas contract for both. This will be the last year of Schoology.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





Remit Email: gopal.agarwal@powerschool.com

Quote Date: 3-APR-2024

Quote #: Q-883670-1

Sales Quote - This is Not An Invoice

Prepared By: Gopal Agarwal
Customer Name: Woodford County School District

Customer Contact: Josh Rayburn
Title: Chief Information Officer / Main SDR
POC #1

Contract Term: 12 Months
Start Date: 1-JUL-2024
End Date: 30-JUN-2025
Billing Frequency: Annually

Address: 330 Pisgah Road
City: Versailles
State/Province: Kentucky
Zip Code: 40383
Phone #: (859) 879-4617

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025				
License and Subscription Fees				
Schoology LMS Subscription	2012-23882	4,000.00	Students	USD 23,440.00

License and Subscription Totals: **USD 23,440.00**

Quote Total

Initial Term	1-JUL-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 23,440.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

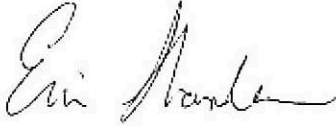
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Woodford County School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Josh Rayburn

Title: Chief Financial Officer

Job Title:

Chief Information Officer

Date: 9-JAN-2024

Date:

PO Number: _____

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 17, 2024

TOPIC/TITLE: Interpretive Services Contract

PRESENTER: Josh Rayburn

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 has to approve all contracts

SUMMARY OF MAJOR ELEMENTS:

This is a pilot to see if it is worth continuing. It is interpretive services on demand. We have the option to call or request a video call for families that need translation services. We only pay for what we use. This service will be open to front office staff and health services to have on demand translations.

IMPACT ON RESOURCES: Technology Budget

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Danny Adkins Jr.

61511 - Woodford County School District - ODI Contract 2024

Woodford County School District

330 Pisgah Pike,
Versailles, KY 40383
United States

Josh Rayburn

josh.rayburn@woodford.kyschools.us
859-879-4617

This proposal expires on 12/31/2024

Proposal created by: Erika Barrios

On-Demand Interpretation Services

We offer an advanced on-demand interpretation solution for easier, high-quality virtual interpretation. With Interprenet On-Demand, you get connected to a professional interpreter in seconds via any mobile device or the Internet. We have elevated phone and video interpretation to a user-friendly experience in a secure and scalable cloud-based application that allows clients to manage all their urgent interpretation requests.

The Interprenet Advantage™

Simplicity: Interprenet On-Demand simplifies your language access. Install the app on any device, choose your language and start a call. It's "as easy to use as FaceTime," as one user described it.

Superior Customer Service: We make a dedicated support manager available to each client, who can assist you as much or as little as needed during the onboarding phase and beyond.

Smart Pricing: You only pay for the minutes your team really needs. Our per-minute rates start as low as \$0.85 USD.*

Subject Specialization: We bring 20 years of interpreting experience directly to you. Our linguists carry some of the deepest specializations of any provider, including law, medicine, business, education, and more.

Stellar Interpreter Quality: Access 13,000 professional interpreters covering 300+ languages, including American Sign Language (ASL). Along with three years of experience, interpreters must hold national and internationally recognized accreditations.



Security & Compliance: Interprenet On-Demand ensures maximum security, privacy, and confidence in complying with all current and future regulatory requirements. It is HIPAA compliant, supports data sovereignty, and is ready for GDPR.

Products & Services

*All prices are in USD
 Minimum of 2 minutes per call.

Item & Description	Rate Per Minute	Rate Per Minute	Rate Per Minute
	Est. Vol.: 2 - 500 minutes per month	Est. Vol.: 501 - 1,500 minutes per month	Est. Vol.: More than 1,501 minutes per month
Spanish OPI	\$1.25	\$1.00	\$0.75
A Languages OPI	\$1.40	\$1.20	\$0.95
B Languages OPI	\$1.60	\$1.35	\$1.00
All Spoken Languages VRI	\$1.35	\$1.15	\$1.00
American Sign Language (ASL)	\$2.10	\$1.95	\$1.75
CDI or Certified ASL	\$5.00	\$4.85	\$4.70
Audio Conference Calls (Per Call) Conference Calls With 3 Or More Legs	\$0.75	\$0.75	\$0.75

Language Categories

Spanish

Languages A:

Arabic, Chinese (Mandarin), Chinese (Cantonese), French, Italian, Korean, Portuguese, Russian, Somali, and Vietnamese.

Languages B:

All other languages except Spanish and languages in category A.

Reference

OPI = Over-the-Phone Interpretation
 VRI = Video Remote Interpretation
 CDI = Certified Deaf Interpreter

Questions? Contact me

Erika Barrios
erika@interprenet.net
312-872-4412

Comments From Erika Barrios:

Average volume per month contracted:

Estimated 500 minutes of usage per year. Subject to update depending on usage.

Signature

Signature

Printed Name

Date

TERMS AND CONDITIONS

This Service Agreement (“Agreement”) dated the day of 2024-04-11 (“Effective Date”), is made by and between: Woodford County School District which in this Agreement is referred to as the “Customer”, and Interprenet, Ltd., which in this Agreement is referred to as “Interprenet or “Company.” Customer and Company are hereinafter referred to individually as a “Party” and collectively as “Parties.”

1. SERVICES: The Services (“Services”) to be performed by Company shall consist of the provision of language interpreting services over the telephone or via video, twenty-four (24) hours per day, each day during the term hereof, as requested by Customer. The Services shall be performed by Company in a manner consistent with the degree of care and skill standard in the language interpreting services industry. Company warrants and represents that it can provide language interpreting services for over 300 unique languages telephonically and 40 languages for Video Remote access, and that the average length of time to connect to the interpreter upon Company’s receipt of a call shall not exceed the industry standards.

1.1 Volume: Customer is contracting a specific volume based price based on average forecasted monthly volume operation. In the case that customer doesn't meet the contracted volume, Interprenet will adjust monthly invoice or pricing to match client's needs, being the customer responsible for the additional costs/payments that are generated by this adjustment.

2. **TERM AND TERMINATION:** The term ("Term") of this Agreement is one year from the Effective Date and is automatically renewed annually unless either Party provides the other Party with 30 days' written notice of Termination. Either Party has the right to terminate for any reason. Customer shall be liable for payment for all Services performed through the date of termination.

3. **FEES:** Customer will be billed monthly at the rate(s) listed in "Products and Services" for Services provided. For purposes of billing, Services begin after the first 30 seconds and is billed at a per minute basis, with a 2-minute minimum. Service ends when that interpreter or Customer terminates their involvement in the call, whichever is the first to terminate. Billing for Services shall exclude time of the Company's operators and customer assistance activities. Company will provide Customer thirty (30) days written notice of any price increase to be effective during the Term except for the contracted volume clause in which case the effect will be on a monthly basis with no obligation to notify customer.

4. **INVOICES AND PAYMENTS:** Company will bill Customer monthly for Services provided. Payments by Customer are due by check or electronic funds transfer within thirty (30) days of the invoice date. A finance charge may be assessed on all unpaid balances outstanding over sixty (60) days at the lesser of eighteen percent (18%) per annum (1.5% per month) or the maximum amount permitted by law.

5. **USE OF SERVICE:** Customer shall not, for any reason, use Company's interpreters for illegal or improper purposes. Customer shall not at any time, separate and apart from this Agreement, solicit the services of any of Company's interpreters or hire, or attempt to hire, any of Company's interpreters. Notwithstanding the provisions of Section 2, above, a breach of any provision of this Section 5 shall be deemed a non-curable breach of this Agreement and Company may, by written notice, immediately terminate this Agreement.

6. **CUSTOMER PAYMENT GUARANTEE:** Customer agrees to the payment terms in this Agreement without regard to the payments and terms negotiated by Customer with its own clients (if applicable).

7. **CONFIDENTIAL INFORMATION:** For the purpose of this Agreement, and except as otherwise provided in Section 8, below, "Confidential Information" is defined as that information received by a Party ("Recipient") from the other Party ("Discloser") in written, graphic, tangible, electronic, or magnetic form, and oral information, including, but not limited to, that which constitutes, represents, evidences, or records a scientific, technical, merchandising, production, or management information design, process, procedure, formula, invention, or improvement, or financial or other business aspect or activity of the discloser, and specifically including identity of each Party's clients and client lists, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or entities not in some way affiliated with the Discloser who could obtain economic value from its disclosure. Company and Customer each acknowledge that the other considers its own Confidential Information to constitute a "trade secret" under applicable law. Company and Customer shall hold the other Party's Confidential Information in trust and confidence using the same level of care as would be used to protect its own Confidential Information from disclosure, and will not disclose the Confidential Information of the other Party

to any person, except as provided in Section 9. In connection therewith, all interpreters used by Company are required to sign a confidentiality agreement with regard to all calls and are aware that state and federal law prohibits disclosure of these communications. Upon termination or expiration of this Agreement, each Party shall return to the other Party all of its Confidential Information. Each Party's respective obligations under this Section 7 shall survive the expiration or termination of this Agreement.

8. PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION: Each Party's obligation to hold the other Party's Confidential Information in confidence shall not apply to any information which is (a) already known to or in the possession of the Recipient; (b) available to the general public at the time of disclosure or becomes available to the general public through no fault of Recipient; (c) independently developed by the Recipient without reference to or use of Discloser's Confidential Information; and/or (d) disclosed to the Recipient without restriction by a third party without similar restriction or without breach of this Agreement. In the event that either Party receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the Recipient shall give prompt written notice to the other Party so that the subpoena, request for production of documents, order, or requirement can be challenged or limited in scope by Customer or Company, as appropriate.

9. NONSOLICITATION: Neither Party to this Agreement shall solicit the other Party's clients independently known or discovered through the course of business between the Parties. Company's interpreters shall also be expressly subject to this non-solicitation prohibition. No Party shall, however, be prohibited from responding to an inbound solicitation for, general public solicitation for, or publicly advertised request for proposals for the provision of language services to a client of the other. Remedies for breach of this section are available to the aggrieved Party without restriction by any other provisions of this Agreement, including the provisions of Sections 9, 10, 14, and 15.

10. FORCE MAJEURE: Company shall not be liable or responsible in any way for any loss, injury, and/or damage arising out of or relating to any Company failure of performance and/or delay resulting directly or indirectly from any cause which is beyond Company's reasonable control, including but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third-party communications carriers, or any other cause beyond Company control.

11. LIMITATION OF LIABILITY: Except as specified herein, Company makes no representation, warranty, or guaranty, express or implied, concerning the Services, including but not limited to the availability or timeliness of the performance of any Services and Company's liability, if any, arising as a result of any breach of this Agreement or otherwise, is expressly and specifically limited to the cost of any phone call or Service in question. In no event shall Company be liable for loss of revenue or profits or for any incidental, consequential, indirect, punitive, or special damages, whether or not foreseeable or unforeseeable, claimed by or on behalf of Customer or its officers, agents, employees, directors, or representatives. No action may be brought by Customer more than one (1) year after the cause of action has occurred.

12. ASSIGNMENT: This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other party, except that either Party may assign this Agreement to an affiliated company or in connection with the merger or consolidation of such Party or a sale of all or substantially all of its assets.

13. **SEVERABILITY:** If any provision of this Agreement shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

14. **WAIVER:** No waiver of any provisions of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

15. **DISPUTE RESOLUTION:** In an effort to resolve informally and amicably any claim, controversy, issue, or dispute arising out of or related to the interpretation of, performance under, or breach of, this Agreement ("Issue") without resorting to litigation, each Party shall notify the other Party in writing of any Issue that requires resolution. Such notice shall set forth the nature of the Issue and the remedy sought. Each Party shall promptly designate an employee to investigate, discuss, and seek to resolve the Issue. If the two designated representatives are unable to resolve the Issue within thirty (30) days after such notification (or such longer time period as they may agree upon), then either Party may thereafter take such actions as it deems appropriate to seek resolution of the Issue. The Parties agree that any applicable statute of limitations shall be tolled during the pendency of such informal Issue resolution process and that neither Party shall raise or assert any claim of laches or other legal or equitable principle of limitation or repose of action based upon such process.

16. **GOVERNING LAW:** This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.

17. **ATTORNEY FEES:** In any suit or dispute between the Parties over enforcement of this Agreement or any portion thereof, the prevailing Party shall be entitled to an award against the other for the prevailing Party's attorney fees and other legal proceedings costs, whether incurred in consultation prior to suit, for trial, for arbitration, or for appeal.

18. **MISCELLANEOUS PROVISIONS:** This Agreement and all Schedules and Attachments hereto constitute the entire agreement between the Parties and supersede all prior oral or written statements. This Agreement may be modified, amended, or changed only by a written document signed by both Parties hereto. This Agreement shall not create any benefits, rights, privileges, remedies, or claims for, in, by, or on behalf of any Parties who are not signatories to this Agreement.