

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII G **DATE:** May 6, 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: Sub Calling and Application Platform (Red Rover); Opening Day Speaker (Dr. Katie Martin); Parent Square; NoRedInk; Artsonia; MOA (Life Adventure Center) Safe Harbor; KEDC 24/25 Membership; MOA (Morehead State University), Entrance to New High School (KY Transportation Cabinet).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Danny Adkins

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 13, 2024

TOPIC/TITLE: Sub Calling & Application Platform

PRESENTER: Shane Smith /Garet Wells

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:


We are proposing to transition from Frontline for our Sub Calling & Application platform to Red Rover. Red Rover has proven to be much more user friendly, including mobile options creating higher fill rates for subs. Red Rover is also a less expensive option that what is currently being used.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



Order Form for Woodford County Schools - KY

Woodford County Schools

330 Pisgah Pike
Versailles, KY 40383-9214

Shane Smith

shane.smith@woodford.kyschools.us
(859)879-4600 x2114

Reference: 20240312-134419941

Quote expires: April 25, 2024



Red Rover Technologies, LLC

559 W. Uwchlan Ave
Suite 200
Exton PA 19341

Prepared by: Ben Allston

benallston@redroverk12.com

PRODUCTS & SERVICES	QUANTITY	ANNUAL RATE	TOTAL
Employees Requiring a Sub	525	\$26.40	\$13,860.00
Employees Not Requiring a Sub	145	\$13.20	\$1,914.00
Annual Subscription - Hiring	1	\$9,000.00	\$9,000.00
SUBSCRIPTION SUBTOTAL			\$24,774.00
YEAR ONE ONLY FEES			TOTAL
Implementation - Absence	1	\$2,750.00	\$2,750.00
Implementation - Hiring	1	\$2,750.00	\$2,750.00
YEAR ONE ONLY SUBTOTAL			\$5,500.00

Total Annual Subscription: \$24,774.00

Total Contract Value: \$30,274.00

Subscription year: July 1 to June 30

Invoicing details: Initial invoice will be prorated to the start of the subscription year. Renewal invoices will be based on the subscription year.

Additional Terms

- Absence subscription starts July 1, 2024

- Hiring subscription starts Sept 1, 2024

This order is subject to the terms of the Master Services Agreement attached hereto as Exhibit A.

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.

Shane Smith

shane.smith@woodford.kyschools.us

Daniel OShaughnessey

dani@redroverk12.com

MASTER SERVICES AGREEMENT

Red Rover Technologies LLC ("Red Rover") with an address at 559 W. Uwchlan Ave, Suite 200, Exton, PA 19341 and the customer identified on the Order (as defined below) referencing this Master Services Agreement ("**Customer**") hereby enter into this Master Services Agreement as of the date of the Order referencing this Master Services Agreement. Red Rover and Customer are sometimes referred to herein, individually, as a "**Party**" and, collectively, the "**Parties**".

The terms and conditions of this Master Services Agreement and any appendices, exhibits or attachments attached hereto and referenced herein (together, the "**MSA**") set forth the terms and conditions under which the Parties agree that Customer may purchase, and Red Rover will provide, access to the Red Rover software-as-a-service offerings (the "**Platform**") and any related services (collectively, the "**Service**"), in return for applicable fees (the "**Fees**"), in each case as described in any executed ordering document issued by Red Rover from time to time (an "**Order**") in accordance with the MSA. Each executed Order referencing the MSA will constitute the entire agreement between the Parties (hereinafter, the "**Agreement**").

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the Parties agree as follows:

1. **Orders.** Orders shall specify the Service being purchased, the quantity, price, applicable dates defining the term of such Order or otherwise, and any other applicable terms. No obligation to furnish or to pay for a subscription to the Service (a "**Subscription**") arises under the Agreement until there is an executed Order for the Subscription to the Service, and Customer is not authorized to access or use, and shall not have a right to receive the Service unless expressly set forth in an Order. Unless an Order states otherwise, each Order is independent of each other Order (but each Order is part of and integral to the Agreement). Upon the Effective Date, the Parties shall enter into an initial Order for a Subscription to the Service (the "**Initial Order**"). Customer may add Authorized Users to the Subscription for the Service or add Supplementary Services at any point during the Initial Order Term by adding them to the Service and, in such case, Customer is agreeing that it may be billed by Red Rover for them in the next billing cycle.

2. **Service and Supplementary Services.**

A. **Service.** Upon full execution of an Order, unless otherwise specified in the Order, subject to the terms of the Agreement, including, without limitation, Customer's payment of any Fees, Red Rover hereby grants to Customer during the Order Term, the non-exclusive, non-sublicensable, non-transferable and non-assignable (except as set forth in Section 11(A)), right for any Authorized Users (subject to Section 2(B) to (i) access, display and use the Service as made available to Customer by Red Rover as described in an Order; (ii) receive Support for the Service for the Order Term in the manner described in the Agreement, and (iii) use any written, printed, electronic or other format materials published or otherwise made available by Red Rover that relate to the functional, operational and/or performance capabilities of any aspect of the Platform, all as may be updated and redistributed to Customer by Red Rover from time to time ("**Documentation**"), each solely for the internal business or operational purposes of Customer. Customer shall provide the equipment and software (e.g., internet access, third-party software licenses, etc.) required to access the Platform.

B. **Authorized Users.**

i. **Definition.** "**Authorized User**" means (a) Customer's employees, and (b) employees of Customer's consultants and contractors that have a written obligation to Customer in advance with respect to the use of any aspect of the Service or Red Rover Confidential Information that are no less protective of Customer, or restrictive upon such consultant or contractor, than the terms of the Agreement are protective of Red Rover, or restrictive of Customer, with respect to such party's use of the same, (i) who are authorized by Customer to access and use the Service and any Red Rover Confidential Information under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Service has been purchased hereunder.

ii. **General.** Customer acknowledges and agrees that different types of Authorized Users may have differing access and/or usage rights with respect to the Service. The types and total quantity of Authorized Users will be as set forth in the Order for the initial one (1) year period identified therein. Unless agreed otherwise, for subsequent one (1) year periods, the Fees payable by Customer shall be proportionately increased or decreased in accordance with the actual number of Authorized Users who used the Service during the preceding year. Customer acknowledges and agrees that, if an Order is for multiple years, the foregoing shall still apply, and any increase in the number of Authorized Users will result in payable amounts proportionate to such

- iii. **Service Administrators.** At all times during the Order Term, Customer must have an employee or employees that has completed administrator training from Red Rover (a "**Service Administrator**"). If a Service Administrator ceases to serve as such, Customer shall promptly provide written notice to Red Rover and have another employee obtain Red Rover Service Administrator training (at Red Rover's then current rates for such training) and be designated as a Service Administrator.
- iv. **Third-Party Authorized Users.** Customer may not sublicense, outsource or otherwise grant access to the Service to any third party, including, without limitation, any third-party vendor, nor may any such third party be an Authorized User, without Red Rover's prior written consent.
- v. **User-IDs.** Except for Customer's Service Administrators where reasonably necessary for administrative or security purposes, Customer will not allow any user ID for the Platform to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the user ID. Customer will safeguard its user ID and other security data and methods furnished to Customer in connection with the Service and prevent unauthorized access to or use of the Service.
- vi. **Usernames and Passwords.** Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Service. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Red Rover promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.
- vii. **Monitoring of Use.** Customer acknowledges and agrees that Red Rover shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' usage of the Service, including the number of Authorized Users and activity within all Customer accounts to confirm Customer's and its Authorized Users' compliance with the terms of the Agreement.

C. Use Restrictions. Customer shall not at any time, directly or indirectly, and shall not cause or permit any Authorized Users or other third party to: (i) copy, modify or create derivative works of the Service or Documentation, in whole or in part (except that Customer may copy the Documentation solely in connection with Customer's use of the Service); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove, alter or obscure any proprietary notices in the Service or Documentation; (v) access or use the Service or Documentation for purposes of competitive analysis, the development, provision or use of a competing software service or product, or any other purpose that is to Red Rover's detriment or commercial disadvantage; or (vi) use the Service or Documentation in any manner or for any purpose that infringes upon, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. All rights not expressly granted to Customer are reserved by Red Rover and its licensors, if any.

D. Support. Red Rover will provide Service Administrators with remote support in accordance with Red Rover's standard customer support availability Monday through Friday, during Red Rover's normal business hours, unless indicated otherwise in an Order.

E. Integration. At its discretion, Red Rover may make available to Customer certain functionalities and/or processes that facilitate Customer's integration of the Service with other third-party software utilized by Customer. Notwithstanding the foregoing, Customer acknowledges that Red Rover does not control third-party software, and therefore Red Rover cannot and does not guarantee that integrations will always be available or operable and if the third-party provider ceases to make the third-party software available for the Service, Red Rover may cease providing such Service features without entitling Customer to any refund, credit or other compensation.

F. Suspension. Notwithstanding anything to the contrary in the Agreement, Red Rover may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Service if: (i) Red Rover reasonably suspects or determines that (A) there is a threat or attack on the Platform; (B) Customer's or any Authorized User's use of the Platform disrupts or poses a security risk; (C) Customer or any Authorized User is using the Platform for fraudulent or illegal activities; or (ii) Customer fails to make a timely payment due under the Agreement within five (5) days of Red Rover's written notice to Customer. Red Rover shall use commercially reasonable efforts to provide written notice of any Service suspension to Customer and to provide updates regarding resumption of access to the Service following any Service suspension. Red Rover will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service suspension.

G. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Red

performance information related to the provision and operation of the Service ("**Aggregated Statistics**"). Aggregated Statistics do not constitute Customer Data (as defined in Section 6(A)). As between Red Rover and Customer, all right, title, and interest in and to Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Red Rover. Customer acknowledges that Red Rover may compile Aggregated Statistics based on Customer Data and Customer's and Authorized Users' usage of the Service, which Red Rover may use for purposes including, without limitation, operations management, performance analysis, product improvement, and research and development. Customer agrees that Red Rover may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Red Rover's use of the Aggregated Statistics does not identify Customer, any Authorized User or Customer's Confidential Information.

H. **Customer Responsibilities.** Customer is solely responsible for maintaining the security and confidentiality of its systems and access credentials to access and use the Service and is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Service (including without limitation the provisions of Red Rover's privacy policy as can be found at www.redroverk12.com ("**Privacy Policy**")), and shall cause Authorized Users to comply with such provisions. Customer represents and warrants that Customer has the authority, including providing appropriate disclosures and obtaining all necessary rights and consents, to provide personal information of Authorized Users to Red Rover for purposes of Red Rover's provision of the Service under the Agreement.

3. Fees, Invoicing and Payment.

A. **Order Term Fees and Invoicing.** All Fees and charges shall be set forth in the applicable Order. The annual subscription fee for the Service will be invoiced to Customer by Red Rover at the commencement of the applicable Order unless otherwise stated in the Order.

B. **Renewal Order Term Fees and Invoicing.** Unless otherwise stated in the Order, (i) annual subscriptions for the Service automatically renew each year unless Customer provides a written non-renewal notice to Red Rover within thirty (30) days after the anniversary of the applicable subscription start date and (ii) Red Rover may increase Fees on an annual basis, with the following provisions. For the first three (3) years of each Service, Red Rover will not increase fees by more than either (a) three percent (3%) above the amount of the prior year or (b) the increase in the CPI-U (Consumer Price Index for all Urban Consumers) for the applicable period, whichever is greater.

C. **Payment.** Customer shall pay Red Rover the Fees within thirty (30) days of the invoice date unless otherwise stated in the Order.

D. **Taxes.** All Fees and any other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer unless Customer provides Red Rover with a valid applicable tax exemption certificate.

4. Confidentiality.

A. **Standard of Care.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

B. **Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information, it shall provide Disclosing Party with prior written notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest it.

C. **Exclusions.** The term "Confidential Information" shall not include any information that is or becomes generally available to the public without breach of any obligation by Receiving Party; was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation by Receiving Party; was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or is received by Receiving Party from a third-party without breach of any obligation owed to Disclosing Party.

D. **Right to Seek Injunction.** If Receiving Party discloses or uses (or threatens to disclose or use) Confidential Information in breach of the Agreement, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin

5. **Red Rover Intellectual Property.** As between Customer and Red Rover, Red Rover (and Red Rover's licensors, where applicable) is the exclusive owner of all right, title and interest, including all related intellectual property rights, in and to all aspects of the Service, including without limitation any integrations thereto, and any other Red Rover intellectual property, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the Service provided by Customer or Authorized Users ("**Feedback**"), regardless of any participation or collaboration by Customer in the design, development or implementation of the Service. No title or ownership of intellectual property rights in and to the Service, or any component thereof, is transferred to Customer or any third parties hereunder.

6. **Customer Data; Data Privacy and Security.**

- A. "**Customer Data**" means information, data and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Customer or an Authorized User in connection with their use of the Service. For the avoidance of doubt, Customer Data does not include any Aggregated Statistics, Feedback or any other information reflecting the access or use of the Service by or on behalf of Customer or any Authorized User.
- B. **Customer Owns Customer Data.** As between Red Rover and Customer, Customer owns all right, title and interest in and to Customer Data, which shall never be deemed to be part of the Service, even if delivered or incorporated therewith. Customer shall have sole responsibility, and Red Rover shall have no responsibility whatsoever for, the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of Customer Data, and Red Rover shall not review, monitor or check Customer Data except as instructed by Customer in accordance with the Agreement or as otherwise set out in the Agreement and necessary to provide the Service to Customer. Customer hereby grants to Red Rover a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Red Rover to provide the Service to Customer.
- C. **Customer Data Processing.** Red Rover processes Customer Data utilizing administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of it and will not disclose Customer Data to any third party except (i) to Red Rover's affiliates contractors who are performing services for Red Rover for Red Rover to provide the Service and are subject to written confidentiality requirements no less protective than those contained in Section 4, (ii) to other third parties as Red Rover deems necessary to provide the Service to Customer, or (iii) as required by applicable law. Notwithstanding the foregoing, Red Rover is responsible for any disclosures of Customer Data by Red Rover's affiliates or contractors, and/or other third parties as referenced above to whom Red Rover discloses or transmits Customer Data. Without limiting Red Rover's applicable obligations under this Section 6(C), Customer acknowledges that Red Rover is not responsible for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Red Rover, Red Rover's affiliates or contractors, including, but not limited to, the Internet and Customer's local network.
- D. **Privacy Policy.** In performing the Service, Red Rover will comply with its Privacy Policy, which is available at www.redroverk12.com and incorporated into the Agreement by reference. The Red Rover Privacy Policy is subject to change at Red Rover's discretion; however, Red Rover privacy policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Order Term.

7. **Term and Termination.**

- A. **Agreement Term.** Unless otherwise terminated as provided herein, the Agreement shall commence on the Effective Date and continue until the expiration of all Orders that the Parties have executed (the "**Term**").
- B. **Order Term.** Unless otherwise specified in an Order, each Order (and any license or subscription rights granted therein) shall commence upon the applicable Order start date and, unless Customer provides a written non-renewal notice to Red Rover within thirty (30) days after the anniversary of the applicable Subscription start date, shall automatically renew annually thereafter (any such renewal period shall be referred to as the "**Renewal Order Term**") (together, the Initial Order Term and each Renewal Order Term shall be referred to as the "**Order Term**"). Except as specifically set forth in Sections 9(C), (D) or (E) below, Customer may not terminate an Order at any time in the middle of the Order Term.
- C. **Termination for Cause.** In addition to any other express termination right set forth in the Agreement: (i) Red Rover may terminate the Agreement and/or any applicable Order upon written notice to Customer, if Customer fails to pay any undisputed amount when due hereunder and such failure continues for a period of ten (10) days after Red Rover's delivery of written notice thereof; or (ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party breaches the Agreement, and such

- D. Termination for Insolvency.** Either Party may terminate the Agreement and/or any applicable Order by written notice to the other Party if (i) the other Party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring or reorganization), being wound up (whether voluntary or by order of the court unless for the purpose of a solvent restructuring or reorganization), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or substantially all of its business.
- E. Termination for Non-Appropriation.** In the event that Customer is a public school district or similar public entity for which any payment obligation is dependent upon necessary funds being appropriated, budgeted and otherwise made available to Customer for payment of Fees pursuant to applicable laws and regulations, and funds are not made available for such purpose, Customer may terminate the Agreement upon written notice to Red Rover, in which case Red Rover shall not be obligated to refund any prepaid Fees, but Customer shall not be obligated to pay any future Fees under any Order terminated in accordance with this Section 9(E).
- F. Responsibility of the Parties Upon Termination of Agreement.** Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Service. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund, except to the extent set forth in Section 9(E).
- G. Customer Data Upon Termination.** Red Rover shall store and retain Customer Data for a period of two (2) years after the expiration or termination of the Agreement unless otherwise required by applicable law. Red Rover shall make Customer Data available in a reasonable format of its choosing upon receipt of a written request from the Customer subject to a fee.

8. Limited Warranties; Disclaimers.

A. Red Rover Warranties.

- i. **Limited Warranty.** Red Rover warrants that the Platform will perform substantially in accordance with the specifications set forth in the then-current Documentation and that the Service shall be performed in a good, professional and commercially reasonable manner and it will use individuals with the requisite level of skill and expertise in order to do so. If Customer discovers that any functionality in the Platform fails to conform to the limited warranty provided in this Section 8(A)(i), Customer shall give Red Rover written notice of such nonconformity promptly after discovery and in any event, no later than thirty (30) days after delivery of the Service or any component thereof to Customer.
- ii. **Remedy.** Customer's sole remedy for any breach by Red Rover of the Platform warranty provided in Section 8(A)(i) shall be to use reasonable efforts to repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support, at Red Rover's expense, as described herein, or re-perform any Service, as applicable, and if Red Rover cannot repair or replace it for Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support for the Service within a reasonable period of time, or re-perform the Service in a manner that meets with the limited warranty within a commercially reasonable period of time, as applicable, Red Rover, at its option, may terminate the Agreement and give Customer a refund for the period during which the functionality failed to meet the warranty or a refund for the period during which the Service failed to meet the warranty, as applicable, and reimburse Customer for any pre-paid amounts paid by Customer for the remainder of the Order Term.
- iii. **Exceptions.** Notwithstanding the above, warranty coverage shall not extend to circumstances in which any failure is the result of the following: (a) Customer is in default or breach of any of its obligations under the Agreement, or (b) any non-conformance of the Service due to (1) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Red Rover; (2) Customer's negligence, abuse, misapplication or misuse of the Service (including the Customer's failure to operate it in accordance with the Documentation); (3) any repairs, modifications, configurations, customizations or rules set by persons other than Red Rover (i.e., where the issue is determined to be caused by it); (4) Customer Data; (5) any malicious action on the part of Customer or any third party that is gaining unauthorized access to the servers and/or workstations of Red Rover's or Customer's devices, including, but not limited to, malware, computer viruses, computer hacking or other compromising of operating system, applications or system data; or (6) any other fault or failure that is not due to a

B. Red Rover Warranty Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, THE SERVICE IS PROVIDED "AS IS" AND RED ROVER AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, RED ROVER AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICE WILL: (I) BE SUITABLE FOR THE PURPOSES OF CUSTOMER OR ITS USERS OR WILL ACHIEVE ANY INTENDED RESULT; (II) OPERATE IN ANY HARDWARE AND SOFTWARE COMBINATIONS OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS; (III) BE COMPLETELY SECURE, ACCURATE, COMPLETE OR FREE OF HARMFUL CODE OR DISABLING CODE; OR (IV) BE COMPLETELY UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PERFORMANCE.

C. Customer Warranties. Customer represents and warrants that: (i) Customer owns all right, title, and interest in and to, or otherwise has obtained all rights, consents, permissions or licenses necessary to grant the use of Customer Data and to otherwise allow the Service access to, or possession, manipulation, processing or use of, the Customer Data and any other materials in the manner in which it is doing so, including, without limitation, use of the same with the Service; and (ii) Customer Data will not infringe upon a third party's intellectual property rights.

9. Limitations on Liability.

A. This section 9 sets out the entire financial liability of Red Rover (including any liability for the acts or omissions of Red Rover's affiliates, contractors and licensors) to Customer or its employees, agents, sub-contractors or any third party acting on Customer's behalf arising under or in connection with the Agreement or the Service. Except as expressly provided in the Agreement, Customer agrees that it assumes sole responsibility for results, outputs and values obtained from the use of the Service by Customer and for conclusions drawn from such use. Red Rover shall have no liability for any damage caused by errors or omissions in any information, content, instructions or scripts provided to it by or on behalf of Customer in connection with the Service or any actions taken by Red Rover at Customer's direction.

B. No Consequential Damages. IN NO EVENT WILL RED ROVER HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OF CORRUPTION OF DATA OR PURE ECONOMIC LOSS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, LOSS, COSTS, CHARGES OR EXPENSES, HOWEVER ARISING UNDER THE AGREEMENT, WHETHER AN ACTION IS IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Maximum Aggregate Liability. IN NO EVENT SHALL RED ROVER'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RED ROVER FOR THE SPECIFIC ORDER UNDERLYING ANY CLAIM BROUGHT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

D. Independent Allocations of Risk. EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RED ROVER TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

10. Indemnification.

A. **By Red Rover.** Red Rover shall indemnify, defend and hold harmless Customer and its directors, officers, members, managers, employees and representatives (each a "**Customer Indemnitee**") from and against any and all losses or other liabilities incurred by any Company Indemnitee resulting from any demand, claim, suit or action by a third party (an "**Action**") alleging that the Service infringes or misappropriates such third party's U.S. patents, copyrights or trade secrets. This Section 10(A) does not apply to the extent that the alleged infringement arises from: (i) Customer or third-party materials, including Customer Data; (ii) negligence, abuse,

or circumstances outside of Red Rover's reasonable control (including any third party hardware, software, or system bugs, defects, or malfunctions). This Section 10(A) sets forth Customer's sole remedy and Red Rover's sole liability and obligation for any actual or alleged claims that the Service infringes or misappropriates the intellectual property rights of any third party.

B. **By Customer.** To the maximum extent permitted by applicable law, Customer shall indemnify, defend and hold harmless Red Rover and its directors, officers, members, managers, employees and representatives (each a "**RR Indemnitee**") from and against any and all losses or other liabilities incurred by any RR Indemnitee resulting from any Action alleging that that use of Customer Data infringes the rights of, or has caused harm to, a third-party or any claim to the extent caused by the Service's access to, or possession, manipulation, processing or use of the Customer Data as necessary to provide the Service to Customer.

11. General.

A. **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other Party's prior written approval (not to be unreasonably withheld); provided, however, Red Rover may assign the Agreement without consent to (i) a parent or subsidiary, or (ii) in connection with a merger, acquisition, corporate reorganization, change in control, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section 11(A) shall be void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

B. **Authorized Use.** During the Term, Red Rover may publicize the fact that Customer has engaged in the authorized use of the Service and Red Rover may use Customer's name and brand image or trademark according to Customer's published guidelines for such use, and will not state or imply that Customer endorses or recommends the Service unless authorized by Customer to do so.

C. **Construction and Interpretation.** The Agreement may be executed and delivered by manual or electronic signature in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute one and the same document. The Parties agree that the Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.

D. **Entire Agreement; No Pre-Printed Forms.** The Agreement comprises the entire agreement between Customer and Red Rover and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Any purchase made under the Agreement is not dependent on the delivery of any future functionality or feature of the Service or any oral or written public comments by Red Rover regarding any future functionality or feature of the Service. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.

E. **Notice.** Any notice delivered pursuant to the Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the US mail, registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a national overnight courier; in each case addressed to the addresses provided on the applicable Order, or to such other address as may be specified by either Party hereto upon notice given to the other in accordance with this Section.

F. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in the performance of its obligations for any cause that is beyond the reasonable control of such Party, including, without limitation, acts of God, shortages of supplies, labor or materials, strikes and other labor disputes, storms, floods, acts of war or terrorism, failure of third-party hardware, software, services or networks, failure of service providers, utility blackouts or brownouts, failure of telecommunications or the internet, pandemics and actions by a governmental authority (such as changes in government codes, ordinances, laws, rules, regulations, or restrictions) provided that such Party promptly notifies the other Party of the expected duration of such event.

G. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties.

H. **No Waiver of Rights.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

unenforceable provision(s), with all other provisions remaining in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

J. **Survival.** Except for Sections 4, 5, 6, 7, 9, 10 and 11, which shall survive any termination or expiration of the Agreement, no other provisions of the Agreement survive the expiration or earlier termination of the Agreement.

K. **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

L. **Relationship of the Parties.** No joint venture, partnership, employment or agency relationship exists between Customer and Red Rover as a result of the Agreement or use of the Service.

M. **Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement and the Agreement does not confer any rights on any person or party other than the Parties (and, where applicable, their successors and permitted assigns).

KATIE MARTIN

Informed by Research, Inspired by Practice

Katie Martin
12231 Libelle Court
San Diego, CA 92131

Service Contract

Agreement Regarding the Services between

Katie Martin, and Woodford County Schools Contract for Katie Martin (August 6, 2024)
Whereas Woodford County Schools wishes to purchase services from Katie Martin.

The Parties hereby agree that:

A. Term

The term of this agreement is for August 6, 2024

B. Services

Keynote for 600 people
meeting with central office staff

C. Payment

The total payment for this event will be \$8,500 USD
Payment will be made on the date of the event as detailed in this contract.
All documentation for tax purposes will be provided directly by Katie Martin.

D. Conditions

This agreement may not be amended or modified except in writing with the
agreement of both parties.

E. Termination

Unless earlier terminated by mutual agreement, this contract shall terminate upon
completion of the project.

F. Warranty By Contractor

Speakers are competent to perform the work required under the contract in that it has
the necessary qualifications including the knowledge, skill, and ability to perform the
work.

G. Confidentiality

Both parties agree that all materials and information received and collected in the
execution of this contract will be kept confidential between the parties. No video of

this event is to be taken for any reason without consent

H. Speaking Requirements

Speaker will need a projector, screen, and sound for the computer, and will need to have their personal computer plugged in with all of these components in front of the speaker. Lapel mics are also preferred.

I. Force Majeure

Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event, neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event, and Woodford County Schools will reimburse any non-refundable expenses speaker(s) have already

J. Signatures

For and on behalf of:

Katie Martin

Sign: *Katie Martin*

Dated: 4/12/24

Woodford County Schools Representative– Print Name & Sign)

Sign_____

Dated:_____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kathryn Martin	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 12231 Libelle Court	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional) San Diego, CA 92131	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																
5	3	0			-	9	2			-	7	2	9	5		

or

Employer identification number																

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶		Date ▶	9/5/2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 25, 2024

TOPIC/TITLE: Contract Approval- ParentSquare

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:

The board approves all contracts and agreements

SUMMARY OF MAJOR ELEMENTS:

This is a renewal for our ParentSquare subscription. This is an annual renewal.

IMPACT ON RESOURCES: \$15,765.75

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





Woodford County Public Schools - July 2024 Renewal

Pricing Term Start Date: July 1, 2024 | **Pricing Term End Date:** June 30, 2025 | **Quote Create Date:** April 12, 2024 | **Reference:** 20240412-135527555

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

Valerie Conti - Accounting Analyst ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage · Urgent Alerts · Personalized Auto Notices · Social Media & Website Share · Attendance Notifications · Posts & Newsletters · Classroom Communications · Direct Messaging · StudentSquare · Appointments · Volunteering & Sign Ups · Volunteer Hours · Directory · Forms & Permission Slips · Calendar & Event RSVPs · Invoices & Payments · Polls & Surveys · Fundraising · Resource Hub · SIS Integrations w/ SSO · Analytics & Reporting · Archiving · Mobile App & Web Portal · Language Translation	July 1, 2024	12	4,095	\$4.50 / year	\$15,765.75 / year after \$2,661.75 discount for 1 year
Payment starts: July 1, 2024					

Due now \$0.00

Future Payments Summary

Item

Payment

Engage

\$15,765.75 / 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.

Danny Adkins

Danny.Adkins@woodford.kyschools.us

This quote expires on June 11, 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.



Valerie Conti

Accounting Analyst

valerie.conti@parentsquare.com

ParentSquare, Inc.

6144 Calle Real, Suite 200A

Goleta, CA 93117

United States

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 25, 2024

TOPIC/TITLE: Contract Approval- NoRedInk

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:

The board approves all contracts and agreements

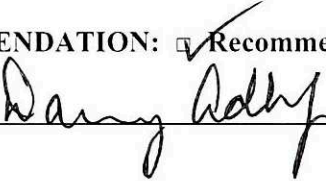
SUMMARY OF MAJOR ELEMENTS:

This is a renewal for our NoRedInk subscription at SHA. This is an annual renewal.

IMPACT ON RESOURCES: \$2,250.00

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



Customer name: Safe Harbor Academy

Primary contact name:
Logan Culbertson

Primary contact email:
logan.culbertson@woodford.kyschools.us

NoRedInk Remittance Address for Checks:
NoRedInk Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
134 Macey Ave
Versailles, Kentucky 40383
United States

Will a PO be required? (If Yes, please provide form)

Tax exempt? (If Yes, please provide certificate)

Billing email:

Billing contact name:

Service start date:
08-01-2024
Service end date:
07-31-2025
Payment terms:
Upfront
Billing terms:
Net 30

SUMMARY

PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
NoRedInk Premium Access	Safe Harbor Academy	NoRedInk Premium for up to 125 students.	\$2,250.00	1	\$2,250.00
TOTAL:					\$2,250.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: carrie.rodusky@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Safe Harbor Academy Signature
<p>Signature:</p> <p>Name:</p> <p>Title: Head of Customer Success</p> <p>Date:</p>	<p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Date:</p>

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 6, 2024

TOPIC/TITLE: Data Sharing Agreement- Artsonia

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:

The board is required to approve all agreements prior to signing

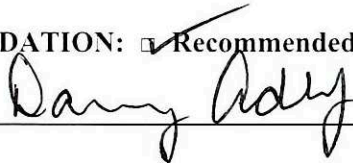
SUMMARY OF MAJOR ELEMENTS:

The Artsonia Agreement is a Data Sharing Agreement that has been approved by the board attorney. This is an agreement that states they will keep our data secure while using their program.

IMPACT ON RESOURCES: There is no cost.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



STUDENT DATA PRIVACY AGREEMENT

(NDPA Vendor Modified Version AS2021a)

Woodford County Board of Education

and

ARTSONIA

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between: **Woodford County Board of Education**, located at **330 Pisgah Pike, Versailles, KY** (the “Local Education Agency” or “LEA”) and Artsonia LLC, located at 1350 Tri-State Parkway, Suite 106, Gurnee, IL 60031 (the “Provider” or “Artsonia”).

RECITALS

WHEREAS, the Provider is providing educational or digital services to LEA;

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99), the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations; and,

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions—Check if Required.**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms.
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire three years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: James Meyers

Title: CEO, Artsonia LLC

Address: 1350 Tri-State Parkway, Suite 106, Gurnee, IL 60031

Phone: (224) 538-5040

Email: meyers@artsonia.com

The designated representative for the LEA for this DPA is:

Name: Danny Adkins

Title: Superintendent

Address: 330 Pisgah Pike, Versailles, KY 40383

Phone: 859-879-4600

Email: Danny.Adkins@woodford.kyschools.us

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By:

[Redacted Signature]

Date:

[Redacted Date]

Printed Name: Danny Adkins

Title/Position: Superintendent

Artsonia LLC

By:

[Redacted Signature]

Date:

[Redacted Date]

Printed Name: James Meyers

Title/Position: CEO, Artsonia, LLC

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities of the Parties to protect Student Data transmitted to pursuant to the Services, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services for the LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data obtained through the Services it provides to the LEA.
- Student Data to Be Provided.** In order to perform the Services, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
- DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies, and other related documents.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions of any portion thereof, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data pursuant to the Services, notwithstanding the above.
- Parent Access.** To the extent required by law, the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Educational Records and/or Student Data, correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA’s request for Student Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or

individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to in this DPA.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation user content or other non-public information and/or personally identifiable information contained in the Student Data other than as otherwise directed or permitted by the LEA and/or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Except as otherwise permitted by the Service Agreement and this DPA, Provider will not sell Student Data to any third party.
5. **De-Identified Data.** Unless otherwise permitted by the DPA, including Exhibit A, Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA, and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors and as otherwise permitted by the DPA, including Exhibit A, Provider agrees not to transfer deidentified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Unless otherwise permitted by the DPA, including Exhibit A, prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data obtained under the Service Agreement after providing the LEA with reasonable prior notice. This duty to dispose of Student Data shall not extend to Student Data that had been De-Identified; Student Data placed in a separate student account pursuant to section II, 3; or information that is not Student Data or is not part of the Service Agreement because it is part of a separate account maintained by a student, parent or legal guardian. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Services to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); (ii) to make product recommendations to teachers or LEA employees; or, (iii) to notify account holders about new educational product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of Services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any such audit or investigation and shall provide reasonable access to the Provider's facilities, staff, agents LEA's Student Data, and all records pertaining to the LEA and the Provider's delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- a. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section;
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach;
 - iii. The date of the notice and, if it is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred;
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and,
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- b. Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- c. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- d. LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- e. In the event of a breach originating from LEA's use of the Services, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of “General Offer of Privacy Terms” (General Offer, attached hereto as **Exhibit “E”**), be bound by the terms of **Exhibit “E”** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

- 1. Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA.
- 2. Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA’s Student Data pursuant to Article IV, Section 6.
- 3. Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
- 4. Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 5. Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Artsonia is the world's largest online student art museum, offering a free, educational resource to schools, teachers and parents. Art teachers publish student artwork to an online gallery, creating a digital portfolio for each individual student that Artsonia maintains in a virtual archive. This enables teachers to explain what the student has learned and what methods were used in the creative process. Teachers also help get the parent connected to the student portfolios, which enable the parents to unlock additional features of Artsonia.

Parents may also decide to allow Artsonia to display their child's artwork in Artsonia's public online gallery for other family members, friends, and art appreciators to enjoy. Parents may also upload artwork created outside of school to the student's portfolio. Artsonia doesn't display artwork to the public unless it has parental consent and a teacher or parent has verified that the artwork does not contain personally identifiable information. Parents know and agree that their child's publicly available artwork will be associated with the student's school and a unique screenname generated by Artsonia. If the teacher or parent determines that there is personal information and does not mask or remove it, then the artwork should not be made publicly available. Instead, it should only be viewed by teachers at the student's school, the student's parents, and fan club members the parent has authorized for the student.

Parents, family members, friends, and other art appreciators may purchase keepsakes from our gift shop with a student's publicly available artwork on the item. Parents and parent-authorized fan club members are able to purchase keepsakes with their child's private artwork as well. Twenty percent (20%) of all purchases are donated back to the school's art program. Parents and students also have the opportunity to participate in additional activities, including special exhibits, art contests and other art-related events.

Artsonia notifies the parents, family members and friends of the student-artists when new artwork is available and invites them to browse the school gallery. We also let our users know about other aspects of our service, such as our gift shop, sales, products, shipping information, website features, events, updates, contests, exhibits, and general information about Artsonia.

On Artsonia, participating art teachers also have the opportunity to share project ideas, post and view lesson plans, participate in art contests and events, and make other community-based connections with fellow art teachers.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Used by Provider
Application Technology Metadata	IP addresses of users, use of cookies, etc.	Yes, for authentication and to help with general navigation of the website.
	Other application technology Metadata - please specify	No.
Application Use Statistics	Metadata on user interaction with application	We store machine/device type and operating system usage for debugging and customer support, as well as aggregate data.
Assessment	Standardized test scores	No.
	Observation data	No.
	Other assessment data - please specify	Teachers sometimes use student artwork portfolios as an assessment tool.
Attendance	Student school (daily) attendance data	No.
	Student class attendance data	No.
Communications	Online communications that are captured (emails, blog entries)	Visitors over thirteen can leave comments for students or compliments for teachers. Students can leave comments using the class portal with teacher supervision. Teachers can create announcements and instruction videos for students and can leave feedback for students and parents.
Conduct	Conduct or behavioral data	No.
Demographics	Date of Birth	No. But for COPPA related purposes, we ask for birth year to ensure users of certain features are over thirteen. We do not store this information.
	Place of Birth	No.
	Gender	No.
	Ethnicity or race	No.
	Language information (native, preferred or primary language spoken by student)	No. But some sections are also translated to Spanish. If a user selects the Spanish version, that preference is stored in a cookie for improved service.

	Other demographic information - please specify	No.
Enrollment	Student school enrollment	Yes, students are linked to their existing school for teachers and students to submit artwork.
	Student grade level	Yes, to help teachers organize their roster when submitting student artwork and for display purposes on public artwork.
	Homeroom	Yes, to help teachers organize their roster when submitting student artwork.
	Guidance counselor	No.
	Specific curriculum programs	No.
	Year of graduation	No.
	Other enrollment information - please specify	No.
Parent/Guardian Contact Information	Address	No, unless they purchase a keepsake with their child's artwork.
	Email	Yes, supplied by the child's teacher, by the student within their class portal, by the parent directly after receiving a code from the teacher, or by another parent when adding an additional parent to a child account
	Phone	Yes, supplied by the parent when registering for an account or when creating another account for a spouse.
Parent/Guardian ID	Parent ID number (created to link parents to students)	Yes, usually the parent's email address, which was provided by the teacher, parent, or student within the class portal. We also provide a parent code that the parent uses for registration.
Parent/Guardian Name	First and/or Last	Yes.
Schedule	Student scheduled courses	No.
	Teacher names	Yes. Only the art teacher's name that is administering the student art gallery.
Special Indicator	English language learner information	No.
	Low income status	No.
	Medical alerts	No.

	Student disability information	No.
	Specialized education services (IEP or 504)	No.
	Living situations (homeless/foster care)	No.
	Other indicator information - please specify	No.
Student Contact Information	Address	No.
	Email	No.
	Phone	No.
Student Identifiers	Local (school district) ID number	Yes. The school name is collected from the teacher upon registration.
	State ID number	No.
	Vendor/app assigned student ID number	Yes, each student receives a unique screenname.
	Student app username	No, but schools are given a class portal code for students to then login to their school to submit student artwork.
	Student app passwords	Yes, if the teacher has enabled student PINs when students are submitting their student artwork.
Student Name	First and/or Last	Yes.
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	No.
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	No, unless the teacher creates an art gallery featuring a certain extracurricular group and the artwork is published within that group (e.g., an after-school art club).
Student Survey Responses	Student responses to surveys or questionnaires	No.
Student work	Student generated content; writing, pictures, etc.	Yes, artwork created in art room, which could also contain photographs, videos, art titles, artist statements and other material the student created.
	Other student work data - please	See above.

	specify	
Transcript	Student course grades	No, unless teacher writes in grades in feedback for artwork.
	Student course data	No.
	Student course grades/performance scores	No, unless teacher writes in grades in feedback for artwork.
	Other transcript data - please specify	Teachers can submit feedback on artwork, which can be shared with the student's parent/guardian. Depending on the feedback, this could be considered part of a student transcript.
Transportation	Student bus assignment	No.
	Student pick up and/or drop off location	No.
	Student bus card ID number	No.
	Other transportation data - please specify	No.
Other	Flag for artwork containing PII	Teachers designate whether or not artwork contains PII. This is used to help determine whether or not artwork can be available to the public.

EXHIBIT “C” DEFINITIONS

De-Identified Data and De-Identification. Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to any information that alone or in combination is linkable to a specific student and provided that the educational agency or other party has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records. The term “Educational Records” means records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata. “Metadata” is information that provides meaning and context to other data being collected, including but not limited to date, time, and purpose of creation. Metadata that has been stripped of all direct and indirect identifiers is not considered personally identifiable information.

Operator. The operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “Operator” for the purposes of this section.

Originating LEA. An “Originating LEA” is an LEA who originally executes the DPA in its entirety with the Provider.

Provider. For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content. The term “student-generated content” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official. For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use

and maintenance of Student Data including Educational Records; and, (3) Is subject to 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from Educational Records.

Service Agreement. The “Service Agreement” refers to the Contract, Purchase Order, and Terms of Service or Terms of Use.

Student Data. Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians on behalf of the LEA or in connection with an account designated by the LEA, that is descriptive of the student, including but not limited to information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata. Student Data further includes “personally identifiable information” (or “PII”), as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Educational Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit “B”** is confirmed to be collected or processed by the Provider pursuant to the Services where such data is provided by or on behalf of the LEA. Student Data shall not constitute and does not include: (a) information that has been gathered or transmitted to Provider directly by the student, parent, legal guardian, or other third party that was not directed by the LEA; (b) information obtained outside of the Service Agreement; and, (c) information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

Subprocessor. For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor” in this Agreement or “Service Provider” and “Third Party Service Provider” in Artsonia’s Terms of Service and Privacy Policy) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or otherwise operate and/or improve its service, and who has access to Student Data.

Subscribing LEA. A “Subscribing LEA” is an LEA that was not party to the original Service Agreement and who accepts the Provider’s General Offer of Privacy Terms.

Targeted Advertising. “Targeted Advertising” means presenting an advertisement to a student where the selection of the advertisement is based on Student Data, inferred over time from the usage of the Operator’s website, online service, or mobile application by that student, or the retention of that student’s online activities or requests over time for the purpose of targeting subsequent advertisements. “Targeted advertising” does not include any advertising to a student on a website based on the content of the web page or in response to a student’s response or request for information or feedback.

Third Party. The term “Third Party” means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Educational Records

and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By [Insert Date]

4. Signature

By: _____
Authorized Representative of LEA

Date: _____

5. Verification of Disposition of Data

By: _____
Authorized Representative of Artsonia LLC

Date: _____

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or, three (3) years after the date of Provider's signature to this Form. **ARTSONIA LLC**

Printed Name: James Meyers Title/Position: CEO

By: [Redacted] Date: [Redacted]

Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: Meyers@Artsonia.com

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the LEA and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5.****

[INSERT NAME OF SUBSCRIBING LEA]

By: [Redacted] Date: [Redacted]

Printed Name: Danny Adkins Title/Position: Superintendent

School District Name: Woodford County Board of Education

County of LEA: Woodford

Designated Representative of the LEA

Name **Danny Adkins**

Title **Superintendent**

Address **330 Pisgah Pike, Versailles, KY 40383**

Telephone **859-879-4600**

Email **Danny.Adkins@woodford.kyschools.us**

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology (“NIST”)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST”)	NIST SP800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization (“ISO”)	Information technology – Security techniques – Information security management systems (ISO 2700 series)
	Secure Control Framework Council, LLC	Security Control Framework (SCF)
	Center for Internet Security (“CIS”)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (“OUSD(A&S)”)	Cybersecurity Maturity Model Certification (CMMC, FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here.

EXHIBIT “G” – Supplemental SDPC State Terms for KY

Version ____ AS2021a _____

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit “H”** in this proposed structure).]

EXHIBIT “H” – Additional Terms or Modifications

Version __2021a_____

LEA and Provider agree to the following additional terms and modifications:

- 1. Reliance by Provider.** LEA acknowledges that Provider depends on LEA to provide accurate information regarding Student Data and agrees to correctly tag all artwork and Student Generated Content corresponding to whether or not it contains personally identifiable information before it is published and provided to Provider. LEA further acknowledges that Provider also depends on LEA to ensure LEA’s compliance with applicable state and federal law, including FERPA, regarding the disclosure of any Student Data that will be shared with Provider.
- 2. Consent to Electronic Signature, Counterparts.** This Agreement may be executed and delivered by electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The LEA(s) (including the Originating LEA and any Subscribing LEA(s)) and Provider agree and consent that delivery and execution of this Agreement and any modifications or amendments thereto may be accomplished electronically and that electronic signatures (within the meaning of the Electronic Signatures in Global and National Commerce Act) to this Agreement by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement.
- 3. Exhibits Incorporated by Reference, Priority.** This DPA incorporates all exhibits hereto by reference in their entirety. In the event of a conflict between either Exhibit A or Exhibit H and the SDPC Standard Clauses and/or the Supplemental State Terms, Exhibit A and Exhibit H will control. Exhibits A and H shall control over all other provisions and/or terms in the DPA, Service Agreement, and any other documents, including exhibits thereto.
- 4. Data Obtained Directly from Students, Parents, Third Parties.** Student Data limited to information gathered by or transferred to the Provider by or on behalf of the LEA, including using accounts designated by or at the direction of the LEA. Information obtained directly from a student, parent, legal guardian, or any other party who is not acting on behalf of the LEA, or information that is otherwise transmitted to Provider outside of the Service Agreement, is not Student Data and is not subject to the DPA.

WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM

ITEM #: DATE: April 23, 2024

TOPIC/TITLE: Memorandum of Agreement

PRESENTER: Garet Wells *GW*

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- DATE:
- ACTION:

BACKGROUND INFORMATION:

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

SUMMARY OF MAJOR ELEMENTS:

Attached is a draft MOA Life Adventure Center for Safe Harbor specific program. This would be a continuation of their current partnership.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Darryl Adley

RECEIVED

APR 23 2024

WOODFORD COUNTY
BOARD OF EDUCATION

MEMORANDUM OF UNDERSTANDING

PARTIES: The Cleveland Home, Inc., DBA Life Adventure Center (hereinafter referred to as "LAC"), a charitable, 501(c)3 organization located at 570 Milner Road, Versailles, KY 40383, AND Woodford County Public Schools - Safe Harbor Academy (hereinafter referred to as "WCPS" or "SHA"), located at 134 Macey Ave, Versailles, KY 40383.

TERM: This agreement shall be in effect as of date signed below and shall terminate at Midnight on June 30, 2025.

WHEREAS:

- A. LAC possesses unique experience, expertise and resources with regard to the application of evidenced-based theories of experiential education, equine-assisted learning/psychotherapy, challenge course and other outdoor adventure-based activities. Furthermore, LAC has a unique history of providing supplemental therapeutic programming for underserved and disadvantaged individuals.
- B. SHA possesses unique experience, expertise and resources regarding students experiencing high Adverse Childhood Experiences (ACEs), difficult home situations, and/or individuals with behavioral/mental/emotional processing difficulties.
- C. Both parties wish to enter into a mutually beneficial partnership, leveraging each parties' unique capabilities in service to deserving youth hoping to overcome previous traumas, focus on positive coping skills, and work towards future success through career and college readiness.
- D. Specifically, both parties wish to jointly develop and operate a year-long, multi-contact resiliency adventure program for the 2024-25 academic year, in partnership with existing community partners of both organizations.
- E. Both parties wish to provide the highest-quality experience for the students and seek to provide life-changing skills that empower the individual and equips them for future success.

In consideration of the mutual covenants described herein, the receipt and sufficiency of which is hereby acknowledged by both parties, **THEREFORE, IF AND ONLY IF SUFFICIENT FUNDS ARE RAISED UNDER TERMS AND COMPENSATION LEVELS MUTUALLY AGREEABLE TO BOTH PARTIES:**

- 1. LAC hereby agrees to:
 - a. Provide seven (7) months of programming, as briefly outlined in "Safe Harbor Academy Resiliency Adventure Programming 2024-2025 Academic Year Proposal," which is incorporated herein by reference.
 - b. Provide highly-trained, specialized staff to work in partnership with WCPS/SHA teachers, counselors, administrators, and other pertinent parties to ensure the learning objectives are achieved.
 - c. Aid in coordination of meals and logistics for each element of programming.

2. WCPS/SHA hereby agree to:
 - a. Identify, roster, and support up-to 32 students for this program.
 - b. Ensure at least one (1) WCPS staff member is embedded for every twelve (12) students.
 - c. Ensure proper support staff are on sight for the entirety of all programming.
 - d. Provide funding to cover the cost of the meals for students and any WCPS staff/volunteers.
 - e. Provide transportation to and from LAC when necessary.

3. Both parties agree to:
 - a. Collaborate on program design, elements, scheduling, and administrative functions that may be required to develop and deliver a high-quality, life-changing program for the targeted students.
 - b. Collaborate to secure funding for the pilot program, evaluate the success, and determine the future collaboration and possible expansion.
 - c. Ensure the safety, to the best of each organization's ability, of each student, volunteer, and staff member.
 - d. Communicate effectively and as needed with each representative, as determined by the organization, to ensure the program is held in highest standards of the industry and provides a quality experience to the student.
 - e. Ensure outlined objectives are met on schedule and adjust objectives accordingly as the program evolves.
 - f. Name each other as co-insured entities on their respective liability insurance policies, evidenced by a Certificate of Insurance and limits of no less than \$1,000,000 per occurrence - to be mutually exchanged, in writing, at the addresses above, as of the date written below or as soon as is practicable thereafter. Any insurance provided by WCPS/SHA shall apply on a primary basis and shall not require contribution from any insurance maintained by LAC. Any insurance or self-insurance maintained by WCPS/SHA shall be in excess of, and shall not contribute with the insurance provided by LAC.

 - g. Keep all participant records confidential and compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as well as industry best practices. IN WITNESS WHEREOF: The undersigned hereby represent their ability to legally obligate their respective parties and agree by affixing their signatures below on the _____ day of _____, 2024.

 Executive Director & Authorized
 Life Adventure Center

 Authorized Agent for Woodford County Agent for the
 Public Schools/Safe Harbor Academy



CHAIRMAN
 Tim Spencer
CHAIRMAN – ELECT
 Thomas Cochran
PAST CHAIR
 Patrick Richardson
CHIEF EXECUTIVE OFFICER
 Nancy Hutchinson

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

April 27, 2024

TO: KEDC Member Superintendents

FROM: Ms. Nancy Hutchinson, Chief Executive Officer

Happy Spring! As the spring rains come and the sun shines down getting warmer and warmer, we want to wish you a happy end to your school year! Another one almost down they say!

Enclosed you will find two copies of a KEDC Membership Form for your review. It includes a statement to be signed by your Board Chairperson certifying approval and includes lines to indicate the Board Order Number. The back of the form includes E-Rate language that is part of and referenced in the membership agreement, so please include front and back on any copies. Please return an original signed membership form by mail (*not faxed*) by June 28, 2024.

Board Membership includes but is in no way limited to:

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

If you have any questions, or for additional information on KEDC services, visit www.kedc.org or call 1-800-737-0204.

RECEIVED

APR 29 2024

WOODFORD COUNTY
 BOARD OF EDUCATION



Kentucky Educational Development Corporation (KEDC)

904 Rose Road, Ashland, KY 41102-7104

www.kedc.org Phone (606) 928-0205 FAX (606) 928-3785

Woodford County 2024-2025 COOPERATIVE MEMBERSHIP AGREEMENT

BOARD MEMBERSHIP

\$5660.48

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

TOTAL COOPERATIVE MEMBERSHIP FEES: *(Please total)*

\$5660.48

**For KEDC budgeting purposes please return this form by June 30, 2024.
Your 2024-2025 invoice will be issued based on this form.**

**You must notify KEDC in writing by June 30, 2024, to withdraw from KEDC membership.
Fees calculated based on your 2023 ADM of 3705.1**

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

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

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

Signature: _____ Printed Name: _____ Date: _____
Board Chairperson Board Chairperson

Board Order # _____ Purchase Order # _____
(Please supply) (PO# is Optional)

KEDC Consortium Membership Form
Universal Service Fund (E-Rate) Letter of Agency for Funding Years 2024 – 2025

This is to confirm our participation in the Kentucky Educational Development Corporation (KEDC) E-rate Consortium for the procurement of all Eligible E-Rate Services per the Schools and Libraries Eligible Services List and subsequent Eligible Services Lists. I hereby authorize KEDC to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the school district named on the reverse side of this form.

I understand that, in submitting these forms on our behalf, you are making certifications for the school district named on the reverse side of this form. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that all schools in our district are under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. §54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that all schools in our district have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513).
- (d) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least ten years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to KEDC for E-rate submission is true.

MEMORANDUM OF AGREEMENT

**Morehead State University
And
Woodford County Board of Education**

Morehead State University and Woodford County Board of Education propose a dual credit program for the students in Woodford County High School for the 2024-25 academic year.

Morehead State University agrees to:

1. Make the following University dual credit courses available to eligible high school students:

BIOL 105	Biology for your Life	S Stoelb	Yearlong
CHEM 104	Chemistry...	J Smith	Yearlong
MATH 123	Statistics	J Sealand	Spring
MATH 131	Problem Solving	J Sealand	Fall
MATH 141	Trigonometry	J Sealand	Spring
MATH 152	College Algebra	J Sealand	Fall

2. As a Post-Secondary Participating Institution (PPI) working with an identified Local Educational Agency (LEA), Morehead State University will grant college credit and post the grade on the student's transcript at Morehead State University;
3. Students will be charged the KY Dual Credit Scholarship rate. The first 2 MSU courses each semester, taken by qualified juniors or seniors will be paid for by the KY Dual Credit Scholarship program. All other MSU dual credit courses taught by your instructors during 2024-25 will be paid for through a MSU scholarship. In the event state funds are not sufficient to cover the two courses allotted to seniors, then those students shall receive scholarships as set forth for additional classes or for juniors;
4. Work cooperatively with the district to provide the best selection of general education and key career and technical education and additional course offerings to best serve students, capped at no more than 9 courses over a student's postsecondary career;
5. Identify and provide a MSU faculty liaison in the appropriate academic discipline to provide training, orientation, and collaboration with the Eagle Scholars faculty through the academic year;
6. Assist and provide guidance to the high school faculty:
 - a. In the admission and registration process and posting of grades and;
 - b. In gaining access to the MSU system to electronically post grades;
 - c. In electronically entering information into Faculty 180 for University assessment;

- d. In facilitating a departmental/ college assessment in order to appropriately evaluate dual credit faculty in accordance with MSU policy;
7. Share academic information concerning grades and academic progress in dual credit classes with approved high school officials;
8. Work cooperatively with the school district to address any specific funding need with the district that prevents students from fully participating with the dual credit offerings of the school. No fees for dropped courses or unsuccessful completion of a course will be assessed to the student or the district;
9. Provide educational enhancements that will be determined cooperatively between the Eagle Scholars faculty, the high school leadership team and the Office of Eagle Scholars.
10. Provide the following benefits to Eagle Scholars-
 - a. Student ID with access to MSU library and other college services
 - b. Waive application fees; streamline the application process
 - c. Priority awarding of academic scholarships
 - d. Priority registration for Housing and fall courses
 - e. Specific enrollment resources on the college selection process provided by the Office of Enrollment Management. This would include when to complete certain enrolment-related tasks. It would also include information on academic majors, financial aid, scholarships and housing.
 - f. Blackboard shells for all courses offered to:
 - enhance student learning, provide a framework for NTI
 - provide additional course materials/ support for Eagle Scholars faculty
 - provide a MSU library tutorial and offer online library resources for courses
 - inform students of academic advisors to provide major information by the different MSU Colleges
 - inform students of their rights and responsibilities according to the university Student Handbook
 - provide information on various student support and outreach services designed for dual credit students.

Woodford County Board of Education and Woodford County High School agree to:

1. Identify Morehead State University as their provider for the courses listed above and allow MSU to receive the KY Dual Credit Scholarships proceeds as available from the Commonwealth;
2. Identify and recruit eligible students and assist in completing the necessary MSU admission and registration forms, including Eagle Scholars Online Application and Registration Form, by the established MSU deadlines;
3. Provide SACSCOC qualified instructors for the identified courses who have successfully

- passed a criminal background screening;
4. Ensure instructors provide the University with necessary documentation including official transcripts and any required human resources paperwork prior to the start of teaching;
 5. Ensure Eagle Scholars faculty teaching MSU classes complete online FERPA training in order to view course rosters and enter grades electronically as well as follow documented procedures to assure that security of personal information is protected;
 6. Follow the MSU curriculum guides, student learning outcomes in courses and assessment standards including additional guidelines and assessments for general education;
 7. Ensure Eagle Scholars faculty teaching MSU courses follow MSU grading policies, procedures, guidelines, and timelines for awarding and submitting grades and any Faculty 180 requirements electronically;
 8. Pay the high school instructor teaching the MSU course in accordance with Board policy;
 9. Ensure the opportunity for a campus visit by the Eagle Scholars students. This could be held during the school day or at an appropriate event outside of the school day;
 10. Ensure Eagle Scholars faculty attends the MSU summer orientation session that will occur in June online or on the Morehead campus or a designated site and recognize any PD or EILA hours earned as part of this training;
 11. Provide the necessary textbooks, software, and/or fees/ supplies as well as appropriate classroom facilities and equipment for the courses offered;
 12. Follow deadlines established by MSU related to student registration, grade submission, withdrawal, addition of courses, submission of course syllabus through Faculty 180, etc.;
 13. Allow MSU monitoring/ assessment of the program and mentoring by an MSU faculty liaison;
 14. Share program data with MSU;
 15. Ensure that proper library resources be provided to support these dual credit courses;

Students participating in the program must:

1. Have a GPA of 3.0 or higher and 18 ACT (if able to complete) composite score or higher;
2. Meet any course requirements or prerequisites such as ACT scores or scores set by the school district or academic department including evaluating the dual credit course, support services and resources provided and the instructor according to MSU processes;
3. Complete the MSU Eagle Scholars Application and Registration process;
4. Follow the policies and procedures of MSU and Woodford County High School, failure to do this will result with similar penalties at MSU as imposed at the high school;
5. Attend class on a regular basis;
6. Maintain a HSGPA of 3.0 or higher and a MSU GPA of 2.5 or higher to continue enrolling in MSU classes as an Eagle Scholars student; and
7. Purchase any required books, educational supplies or materials that are not supplied by

the high school.

8. Understand that they have certain rights/ responsibilities as students at MSU and have access to an appeal process as described in the Student Handbook.

Neither party shall discriminate on the basis of race, religion, national origin, sex, disability, military status, age or any other protected class.

Morehead State University:

By _____
Jay Morgan, President/ Date

Woodford County Board of Education

By _____
Danny Adkins, Superintendent/ Date



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

THRU: James Ballinger, P.E.
State Highway Engineer

THRU: Josh Rogers, Director
Division of Maintenance

THRU: Robin Brewer, Executive Director
Office of Budget & Fiscal Mgmt.

THRU: William Fogle or Todd Shipp
Office of Legal Services

FROM: Laura Hagan, Director
Division of Purchases

DATE: April 25, 2024

SUBJECT: SC 605 2300001182

DS
TS

Attached is a contract for School Entrance – Woodford County BOE requested by Division of Maintenance. This contract is for the amount of \$18,690.00 for period February 1, 2023 through June 30, 2024.

Modification to extend contract to June 30, 2026 to allow for additional time to complete the project. Contract amount has not changed. Terms and Conditions have been updated to most recent version. Update Issuer Buyer.

DocuSign Envelope ID: 6CC946AA-FD3A-49DB-A258-B23ADF74A1E7	Document Description	Page 2
2300001182	Draft	School Entrance - Woodford Co BOE
		Total Pages: 12

4/25/2024 Modification #1 - Modification to extend contract to June 30, 2026 to allow for additional time to complete the project. Contract amount has not changed. Terms and Conditions have been updated to most recent version. Update Issuer Buyer.

**AGREEMENT BETWEEN
THE KENTUCKY TRANSPORTATION CABINET
AND
THE WOODFORD COUNTY BOARD OF EDUCATION**

SECTION 1 – ADMINISTRATIVE OVERVIEW

Section 1.00 – Purpose

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "KYTC", and the Woodford County Schools 330 Pisgah Pike Versailles, Kentucky 40383 hereinafter referred to as the "BOE or Contractor".

The parties have requested to construct a new entrance from US 62 into the new Woodford County High School at approximately MP 5.695 on US 62 in Woodford County KY.

Enovation Project

The KYTC and the BOE have determined that this project would provide adequate ingress and egress for a BOE development, and improve the safety and convenience of the motorists using said facilities.

Section 1.01 – Issuing Office

The KYTC's Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

Section 1.02 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. All programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Agency Contact:

Rob Thompson, Branch Manager
Division of Maintenance
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40622
Phone: 502-782-5587
Email: Rob.Thompson@ky.gov

Buyer:

~~Alyson May~~ Latasha Chenault
Purchasing Agent II
Division of Purchases, ~~Contract Oversight Branch~~
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40622
Phone: ~~502-782-3981~~ 502-782-5673
Email: Latasha.Chenault@ky.gov

Contractor Representative:

Danny Adkins, Superintendent
Woodford County Schools

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		Total Pages: 12

330 Pisgah Pike
Versailles, Kentucky 40383
Phone: (859) 879-4600
Email: danny.adkins@woodford.kyschools.us

SECTION 2 – SCOPE OF WORK

Section 2.00 – Scope of Work

This **AGREEMENT** is between the KYTC, party of the first part, and the BOE, party of the second part,

Section 2.01 – BOE’s Responsibilities

1. The BOE shall be responsible for following the KYTC’s current School Site Review Process.
2. The BOE shall be solely responsible for the performance of all phases of work necessary to complete the aforementioned improvements.
3. The BOE must obtain concurrence through the Department's Chief District Engineer, District 07 Office in Lexington prior to the awarding of any contract for work or materials to be used on this project. All work or materials to be contracted for must comply with all legal bidding requirements including but not limited to, the provision of KRS 45A and 424.
4. The BOE acknowledges that this is not a Department project and that KRS 177.035 does not apply to this project; and the Department is not liable for any of the facilities listed in KRS 177.035.
5. The BOE agrees to obtain any required permits from the Department, furnish all necessary right-of-way, dedicate that right-of-way as a public way, bear all utility relocation costs, and bear all engineering costs for completion of this project.
6. The BOE shall not be reimbursed for any work included in this agreement that is performed prior to the effective date of the agreement.
7. To the extent permitted by law, the BOE shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the project.
8. The BOE shall maintain all project documentation for a period of three (3) years.
9. The BOE may request reimbursement of work incurred during any given work period, in which case the current billings will be paid within thirty (30) working days of receipt of the invoice or of acceptance of goods and or services in accordance with KRS 45.453 and KRS 45.454. In no event is the BOE to submit billings for work performed for less than a thirty (30) day period.
10. The BOE shall pass a resolution authorizing the Superintendent to sign this agreement on behalf of the BOE.

Section 2.02 – Kentucky Transportation Cabinet’s Responsibilities

1. The KYTC agrees to reimburse the BOE for costs associated with the construction of the improvements on the public highway right-of-way.
2. The KYTC reserves the right to inspect the method used to perform the work necessary to successfully complete the project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

SECTION 3 – PRICING

DocuSign Envelope ID: 6CC946AA-FD3A-49DB-A258-B23ADF74A1E7		Document Description	Page 4
2300001182	Draft	School Entrance - Woodford Co BOE	Total Pages: 12

Section 3.00 – Term of Contract and Renewal Options

The initial term of the Contract is from February 1, 2023 through ~~June 30, 2024~~ June 30, 2026.

~~Section 3.01 – Changes and Modifications to the Contract~~

~~No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by both parties. A modification shall be used if the parties agree to increase or decrease funds, revise the scope of work, extend the time for performance within the current biennium, or any other change.~~

~~Section 3.02 – Cancellation Clause~~

~~Either party may cancel this AGREEMENT at any time for cause, or may cancel without cause on thirty (30) days written notice.~~

Commodity Line 1: School Entrance - Woodford County BOE KEPT# 07-2021-00639

Construct a new entrance from US 62 into the new Woodford County High School at approximately MP 5.695 on US 62.

KEPT # 07-2021-00639

~~Section 3.03 – Payment~~

~~The KYTC will make payment within thirty (30) working days of receipt of the BOE’s reimbursement request or of acceptance of services in accordance with KRS 45.453 and KRS 45.454. In order to obtain reimbursement from the Department for constructing said project, the BOE shall submit to the Department’s District 07 Office in Lexington, an invoices for the amount in this agreement. This shall be accompanied with proof of payment to the contractor for work performed on right-of-way. Requests for reimbursement shall be submitted to both:~~

Invoices for payment shall be submitted to:

KYTC District 07 Office
 Attn: Engineering Support Manager
 763 West New Circle Road BLOC. 2
 PO Box 11127
 Lexington, KY 40512-1127

AND

KYTC Central Office Permits
 Attn: Rob Thompson, P.E. TEBM
 200 Mero Street, 3rd Floor East
 Frankfort, KY 40622

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:

1. Vendor's name and address.
2. PON2 or SC number that invoice(s) are using for funding.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

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~~Reimbursements on Contracts shall not be authorized for services rendered if the Secretary of the Finance and Administration Cabinet has disapproved the AGREEMENT.~~

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor;

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases, the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

This Agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

4.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

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**MOA/PSC Exception Standard Terms and Conditions
Revised January 2023**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening.

Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.kv.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

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The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books,

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documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation,

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gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for

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noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
- KRS Chapter 139 (SALES AND USE TAXES)
- KRS Chapter 141 (INCOME TAXES)
- KRS Chapter 337 (WAGES AND HOURS)
- KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
- KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Superintendent

Signature

Title

Danny Adkins

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

DocuSigned by:
Todd Skipp

Attorney