

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** VII G **DATE:** June 10, 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: Cumberland Family Medical; Pitney Bowes (WCHS mail meter); University of Kentucky, Midway, and Georgetown University (Clinical Experiences Agreement); KEDC/New Horizons (MOU); Renewal of Orientation and Mobility Services for 24-25 SY; GoGuardian; AdTec.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

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**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** May 30, 2024

**TOPIC/TITLE:** CFM Contract

**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 the contract between Cumberland Family Medical (CFM) and Woodford County Public Schools for the 24-25 school year. There are no changes from the previous contract other than updating the year and enrollment numbers.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

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*Cumberland Family Medical Center, Inc.*  
*P.O. Box 2399*  
*Russell Springs, KY 42642*



## **SCHOOL BASED SATELLITE CLINIC AGREEMENT**

### **Woodford County Schools – Versailles, Kentucky**

**THIS SATELLITE CLINIC AGREEMENT** (the “**Agreement**”), dated this \_\_\_ day of \_\_\_\_\_, 2024, and effective on \_\_\_ / \_\_\_ / 2024 (the “**Effective Date**”), is made and entered into by and between **THE BOARD OF EDUCATION WOODFORD COUNTY, KENTUCKY** (the “**District**”), with an address of 330 Pisgah Pike, Versailles, Kentucky 40383, and **CUMBERLAND FAMILY MEDICAL CENTER, INC.** (“**CFMC**”), with an address of P.O. Box 2399, Russell Springs, Kentucky 42642.

**WHEREAS**, CFMC is a federally qualified health center, duly licensed in the state of Kentucky as a primary care center with clinic(s) presently existing in Adair, Anderson, Barren, Boyle, Casey, Clinton, Cumberland, Franklin, Green, Hardin, Hart, LaRue, Lincoln, Marion, Mercer, Monroe, McCreary, Nelson, Owen, Pulaski, Russell, Shelby, Taylor, Warren, Washington, Wayne, and Woodford Counties;

**WHEREAS**, CFMC has determined that in furtherance of its mission to provide health and specialty care in Kentucky it desires to operate an on-site health clinic to provide primary health care at hereafter identified schools located near or adjacent to CFMC’s existing clinics, to be known as CFMC School Based Satellite Clinics (“**Clinics**” and each individually a “**Clinic**”) to care for District students and employees as provided in this Agreement;

**WHEREAS**, the District recognizes the increased complexity of the health care needs of its employees and students and the need for such services as the prescription and administration of medications and medical management. Hometown Elementary School, Northside Elementary School, Safe Harbor Academy, Simmons Elementary School, Southside Elementary School, Woodford County High School, Woodford County Middle School, and Woodford County Preschool presently provide educational services to approximately 4050 students.

**WHEREAS**, previously the Kentucky Department of Public Health (“**DPH**”) provided limited employee health screenings and treatment services via registered nurses, but the reduction of funding to DPH has reduced the availability of those services to employees and students.

**WHEREAS**, on-site CFMC providers offer increased services in the form of physical examinations, care and treatment of illnesses and injuries and the ability to prescribe and administer medications which are beyond the scope of practice of a DPH-provided registered nurse. The Clinics also have the capability to, upon request, provide training and supervision of

District staff for the provision of health services to students and serve as a source of health care information to students and staff.

**WHEREAS**, on-site CFMC providers offer dental services in the form of preventative and restorative oral health care, including but not limited to, screening, cleaning, comprehensive exams, fluoride treatment, x-rays and application of sealants. CFMC dental providers also offer preventative oral health education and information to preschool through twelfth grade with parental permission.

**WHEREAS**, on-site CFMC providers offer behavioral health services in the form of treatment of depression and/or anxiety, adjustment difficulties, stress induced problems, exposure to trauma, interpersonal grief and loss, separation anxiety, other disorders of infancy, childhood or adolescence.

**WHEREAS**, on site CFMC Providers offer optometry services in the form of comprehensive exams, including but not limited to visual acuity, refraction, and dilation.

**WHEREAS**, the District has found that many of its students do not have reasonable access to health care services aside from those available through the school district, and CFMC has both the health care staff and equipment to provide, dental services, optometry services, child care immunizations, preventive medicine, behavioral health services, and to treat acute illnesses and injuries through its clinics;

**WHEREAS**, School Nurses provide important services for students and staff including the administration of first aid, the administration of medication, the performance of routine medical services, and the conduction of educational programs;

**WHEREAS**, the aforementioned benefits as well as the increased scope of health services offered by an on-site health care provider through the services of physicians, dentists, optometrists, physician assistants, advanced practice registered nurses, and behavioral health specialists have led the District to determine the benefit of health services on-site, and this Agreement is the result of that determination;

**WHEREAS**, given the complexity of medical issues that face School Nurses, the parties agree that the Clinics will, among other things, benefit and promote public education, promote the general health and welfare of the District's students and employees, and improve District student and employee attendance and performance through the availability of affordable and accessible health care; and

**NOW THEREFORE**, the parties enter into this Agreement defining their respective rights, duties and liabilities relating to the Clinics as follows:

1. Clinic. Commencing on the Effective Date and during the term of this Agreement, CFMC will operate on-site health clinics as licensed extension sites of its primary care center and federally qualified health care center. The Clinics will be operated at Hunteartown Elementary School, Northside Elementary School, Safe Harbor Academy, Simmons Elementary School, Southside Elementary School, Woodford County High School, Woodford County Middle School, and

Woodford County Preschool and will provide primary health care to District students and employees pursuant to this Agreement.

2. Staffing of Clinics.

(a) Medical Clinic -CFMC shall staff the Clinics with an advanced practice registered nurse (“APRN”) or physician assistant (“PA”), a nurse, and such other staff as CFMC shall determine is necessary for the operation of each Clinic. CFMC shall arrange for a collaborative physician to be available for consultations with the APRN or PA. (The APRNs, PAs, RNs, LPN’s, medical assistants, collaborative physicians and other staff used by CFMC to operate the Clinic are collectively referred to in this Agreement as “**Clinic Staff.**”) CFMC shall ensure that all Clinic Staff are duly licensed and/or certified by the Commonwealth of Kentucky and in good standing with the Kentucky Board of Medical Licensure or the Kentucky Board of Nursing, as applicable. CFMC shall provide all supervision needed for patient treatment and other Clinic services. The parties acknowledge and agree that the following shall apply to all Clinic Staff, provided, however, that all Clinic Staff shall be employees or contractors of CFMC, as the case may be, and shall not be considered employees of the District for any purpose, and shall be under the sole direction and control of the CFMC board of Directors.

(b) Mobile Dental Clinic –CFMC shall staff the Mobile Dental Clinic with a licensed Dentist, a dental hygienist, and any other staff as CFMC shall determine is necessary for the operation of the Dental Clinic. CFMC shall ensure that all Dental Staff are duly licensed and/or certified by the Commonwealth of Kentucky and in good standing with the Board of Dentistry, as applicable. The parties acknowledge and agree that the following shall apply to all Dental Staff, provided however, that all Dental Staff shall be employees or contractors of CFMC, as the case may be, and shall not be considered employees of the District for any purpose, and shall be under the sole direction and control of the CFMC board of Directors.

(c) Behavioral Health – CFMC shall staff the Behavioral Health Clinic with licensed LCSW, LPCC, LMFT, CSW, LPCA or any other staff as CFMC shall determine is necessary for the operation of the Behavioral Health Clinic. CFMC shall ensure that all Behavioral Health Staff are duly licensed and/or certified by the Commonwealth of Kentucky and in good standing with Behavioral Health Board’s, as applicable. The parties acknowledge and agree that the following shall apply to all Behavioral Health Staff, provided however, that all Behavioral Health Staff shall be employees or contractors of CFMC, as the case may be, and shall not be considered employees of the District for any purpose, and shall be under the sole direction and control of the CFMC board of Directors.

(d) Mobile Optometry Clinic – CFMC shall staff the Mobile Optometry Clinic with a licensed optometrist/ophthalmologist and optometry technician, and any other staff as CFMC shall determine is necessary for the operation of the Optometry Clinic. CFMC shall ensure that all Optometry Staff are duly licensed and/or certified by the Commonwealth of Kentucky and in good standing with the Board of Optometry/Ophthalmology, as applicable. The parties acknowledge and agree that the following shall apply to all Optometry/Ophthalmology staff, provided however, that all Optometry/ Ophthalmology staff shall be employees or contractors of CFMC, as the case may be, and shall not be considered employees of the District for any purposes and shall be under the sole direction and control of the CFMC board of Directors.

(e) Clinic Staff shall remain CFMC employees or contractors, as defined between those parties and shall be subject to CFMC's direction, discipline and control.

(f) Clinic Staff shall not be eligible for benefits through the District, including, but not limited to workers' compensation insurance, disability, insurance, medical insurance, and unemployment insurance.

(g). No party has or shall represent that it has the authority to act on behalf or in the place of the other. This Agreement shall not be read or treated as a designation of the Clinic Staff as "school officials" for Family Educational Rights and Protection Act ("FERPA") or the Kentucky Family Education Rights and Privacy Act (KY FERPA - Hereafter collectively ["FERPA"]) purposes. No party shall represent itself as an affiliate of or operating under the auspices of the other, including, but not limited to, the use and content of signs, letterhead and logos. This Agreement shall not be read or treated as a delegation of any powers or responsibilities from one party to the other, except as otherwise expressly stated in this Agreement. Neither CFMC nor its employees or contractors shall be considered the employees, agents, servants, partners or designees of the District. Neither CFMC nor its employees or contractors shall have the authority to assume or create an obligation or responsibility, express or implied, on the District's behalf.

(h). The District OR CFMC shall have the right to request temporary or permanent removal of a Clinic Staff member if there is reasonable cause for such a request including, but not limited to, the following: (1) the Clinic Staff member is disruptive to the school's functions; (2) the Clinic Staff member refuses to cooperate with terms set out in this Agreement (3) the District or CFMC receives complaints about the Clinic Staff member's conduct; or (4) the Clinic Staff member has been charged with a sex crime or violent offense crime including those covered in KRS 160.380(7)(a) (even though the person is not a school employee) or KRS 17.545 - likewise, if the Clinic Staff member has been charged with child abuse and/or neglect.

(i). While CFMC shall retain control over whether a Clinic Staff member remains employed or contracted with CFMC or is otherwise disciplined, CFMC shall not refuse consideration of any reasonable District request for removal an of individual Clinic Staff member from a Clinic.

(j). In the event that a Clinic Staff member has been charged with a sex crime or violent offense crime including those covered in KRS 160.380 (even though the person is not a school employee) or KRS 17.545 or charged with child abuse and/or neglect, the District shall have the right to prohibit a Clinic Staff member from entering school property, including Clinic space.

(k). All Clinic Staff who work on District property shall undergo state and federal criminal background checks that satisfy KRS 160.380(7). CFMC shall submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of investigation and have a letter to be prepared for the Clinic Staff member, from the Cabinet for Health and Family Services stating the Clinic Staff member has no findings of substantiated child abuse or neglect found through a background check of Child Abuse and neglect records mandated by the Cabinet for Health and Family Services and conduct such background checks before Clinic Staff begins working in the Clinic. CFMC shall warrant to the District that no clinic Staff with a history of violent offenses or of being charged with a sex crime shall be

assigned to work in the Clinics. Upon request by the District, CFMC shall provide the results of criminal background checks to the District. The District shall maintain the information confidential and shall not distribute or disclose the information to any person or entity except where necessary for legitimate school business or where in response to summons or court order.

(l). CFMC shall promptly notify the District of any Clinic Staff member whom CFMC becomes aware either is or has been charged with a crime that, if convicted, would disqualify them under applicable law or regulation or policy from entry onto school premises and as well if charged with child abuse and/or neglect.

(m). All Clinic Staff who work on District property shall be in compliance with KRS 17.545 and any related District policies.

(n). School Nurse. CFMC or the District shall staff the Clinics with a nurse responsible for such tasks as the completion of preliminary nursing assessments, the administration of first aid, the treatment of non-complex medical issues, and the administration of medications and vaccinations within his or her scope of practice as applicable by law and regulations (“**School Nurse**”). The School Nurse shall also be responsible for the establishment and maintenance of up-to-date student health records and reports by utilizing both Infinite Campus and CFMC’s electronic health records and shall establish and maintain certain educational and counseling activities as determined by the District and approved by CFMC. The School Nurse shall provide services on-site at the Clinic under the supervision and control of CFMC and in accordance with all policies and procedures of CFMC.

(o). Access to Infinite Campus. Access to the District’s Infinite Campus (health, census, and class schedule portions only) will be made available for Clinic staff with the submission of approval to the District by the Director of School Based Services. Infinite Campus (health, census, and class schedule) will be used for the sole purpose for fulfilling clinic services.

(p). Continuing Education. All nurses assigned to the Clinics will be required to attend virtual or in house training days per contract year as conducted by CFMC at their administrative offices in Russell Springs, KY, or other assigned locations decided by the Health Center. Training days and decisions as to whether virtual or in house, will be at the discretion of CFMC. In addition, School Nurses are required to be on SBHC webinars as advised by CFMC staff.

(q). District must assign at least three (3) District employees who will obtain UAP medication training which will be provided by CFMC staff.

3. Operation of the Clinics.

(a.) Services. The Clinics shall only provide Medical, Dental, Behavioral Health and Optometry services to the District as specifically described in this Agreement. The Clinics’ services shall be available to all District students and employees. CFMC shall have control over and be solely responsible for the delivery of medical services pursuant to this Agreement to any individual at the Clinic and shall have exclusive control over all recordkeeping, billing and other clerical functions and obligations for such Clinic. The District acknowledges and agrees that it cannot control or direct the decision making or

methods by which CFMC and its employees or contractors perform services at the Clinic. As a result, the District makes no representation and shall have no liability with respect to any aspect of the medical services provided by CFMC and its employees or contractors pursuant to this Agreement. In addition to primary care and acute care services, oral health services to be provided include but are not limited to, screening, cleaning, comprehensive exam, fluoride treatment, x-rays, and application of sealants. Behavioral Health Services including therapy and case management will also be provided including but not limited to: behavioral health services in the form of treatment of depression and/or anxiety, adjustment difficulties, stress induced problems, exposure to trauma, interpersonal grief and loss, separation anxiety, other disorders of infancy, childhood or adolescence. Optometry services include comprehensive exams, including but not limited to visual acuity, refraction, and dilation.

(a). Billing for Services. CFMC shall be solely responsible for all aspects of billing related to services it provides to all patients served at the on-site clinic under this Agreement. The parties acknowledge and agree that the District is not responsible for such billing in any way. CFMC shall bill for all services provided to District students and employees under this Agreement pursuant to its own practices, policies and procedures, for when consent for services has been provided by a parent of legal guardian or emancipated student, and in accordance with state and federal law including billing the patient's insurance for services provided by the Provider as well as the school nurse services. The parties further acknowledge and agree that the District shall not review any claims submitted to governmental or private third-party payors by CFMC and does not certify the truth, accuracy, or legality of any information contained in such claims. Billing for patients served at the on-site clinic who are not affiliated with the District as students or staff, shall be billed according to approved CFMC policies and procedures, as applicable.

(b). Student Registration Packet. The District shall be solely responsible for establishing and maintaining a **Student Registration Packet** for each student to contain the student's medical history, vaccination history, flu shot consent, wellness exam history, and clinic services at the start of the school year. The Student Registration Packet shall be in a form either prepared by or otherwise acceptable to CFMC. The Student Registration Packet shall contain a provision permitting the Clinic to treat a student when (1) Clinic-level treatment is recommended by the School Nurse and/or (2) the parent, guardian or emancipated student has appropriately identified the Clinic as one of the student's health care providers. The District shall be solely responsible for obtaining signed copies of the Student Registration Packet and the various consent forms described in this paragraph for each District student and providing copies thereof to CFMC unless consent has not been given. CFMC is solely responsible for ensuring the various consent forms are on file prior to administering treatment. The Student Registration Packet shall be sent home with every student on the first day of the school year.

(c). Referrals. The parties agree that nothing in this Agreement requires or provides payment for the referral of patients to CFMC by either the District or its representatives. Any referrals for follow-up care made by the Clinics shall be made to the primary care provider of the patient provided that the referral to such primary care provider is the appropriate level of care for the type of referral being made and consistent with patient choice. The District may post in each



Clinic a list of primary care provider and licensed primary care centers/clinics available in **Woodford County**, Kentucky.

(d). Consent and Release of Information. Before a student or other minor may be seen by a Clinic, the Student Registration Packet including a consent form signed by a parent, legal guardian, or by the emancipated minor student shall be completed and returned to the Clinic. The parties acknowledge and agree that medical records to be established and maintained by CFMC as provided in this Agreement will contain confidential and privileged health information, and such information shall be disclosed only to parents and legal guardians as permissible under applicable state and federal laws and regulations and in accordance with CFMC policies and procedures.

4. Term. The term of this Agreement shall be as follows:

(a). Term. Unless otherwise terminated pursuant to this section, this Agreement shall be for an initial term from 07 / 01 / 2024, the Effective Date and ending on 06 / 30 / 2025. Thereafter, this Agreement shall automatically renew for consecutive one (1) school year terms beginning on 07 / 01 / 2025 (each a “**Renewal Term**,” collectively with the Initial Term, the “**Term**”), unless terminated pursuant to this section. In no event will this agreement be renewed beyond 06 / 30 / 2026, without specific action of the Board of Education at a duly conducted meeting.

(b). Termination Without Cause. This Agreement may be terminated by either party without cause by giving sixty (60) calendars days’ written notice to the other party.

(c). Termination for Breach. This Agreement may be terminated by either party for the other party’s breach of a material obligation(s) herein upon thirty (30) calendar days’ written notice to the breaching party. The non-breaching party shall set forth in the written notice the specific nature of the breach and the conditions that must be met within the thirty (30) calendar day period to cure the breach and avoid termination. In the event the breach is cured to the reasonable satisfaction of the non-breaching party within the above-referenced thirty (30) calendar days, the notice of breach shall be deemed rescinded and the Agreement shall continue in full force and effect. Otherwise, the Agreement shall terminate upon the thirtieth (30<sup>th</sup>) calendar day following the breaching party’s receipt of the written notice of breach, unless the parties agree in writing to a longer period.

(d). Immediate Termination: This Agreement may be terminated immediately for any of the following reasons:

(i). By the District, in the event of the failure for any reason by CFMC to obtain or maintain all necessary licenses and certifications required for it to operate the Clinic and/or carry out the terms of this Agreement.

(ii). By the District, upon the cancellation of CFMC’s professional and/or general liability insurance required by this Agreement.

(iii). By either party, upon the other party’s assignment of this Agreement without consent as prohibited by Section 9 of this Agreement.

(iv). By the District, upon CFMC's insolvency, placement in receivership, or general assignment for the benefit of its creditors.

(v). By the District, in the event CFMC dissolves or ceases activity to carry on business.

(vi). By the District, if CFMC commits any act of misrepresentation, fraud, theft, embezzlement, or similar malfeasance.

(vii). By the District, if CFMC violates any applicable federal and state statutes, regulations, rules and/or applicable codes of professional conduct where the violation of such would prevent its provision of primary health care at the Clinics in a manner consistent with accepted standards of care.

(viii). By either party, if it would be subject to civil or criminal liability for continued performance under this Agreement.

(ix). By the District, if the Kentucky Department of Education either denies or rescinds approval of the lease as addressed in Section 5 of this Agreement.

(x). By CFMC in the event of a National, State or Local emergency, pandemic, disaster, human result, or any act of God that may or will impact CFMC financially and/or operationally.

(e). Consequences of Termination: In the event of termination for any reason, each party shall return to the other party any and all property and confidential information and copies therefore received from the other party pursuant to or in contemplation for this Agreement within thirty (30) business days of the termination of this Agreement, to the extent reasonably feasible. If the return of some or all of the property and confidential information is not reasonably feasible, the receiving party shall destroy the property and confidential information and copies thereof in its possession, custody and control within the aforesaid thirty (30) business day period, and certify same to the disclosing party, unless such destruction is prohibited by federal or state law. It is understood that protected health information under paragraph 6(f) is excluded from the operation of this paragraph and that governmental payors require that documentation of services rendered be maintained for a minimum period of time.

(f). Mitigation. Both parties shall act in good faith to mitigate any damages that the other party may sustain by virtue of default or termination of this Agreement.

5. Lease of Space for Operation of Clinic. The District shall provide CFMC with adequate space for the operation of a clinic at no charge at each of the aforementioned Schools, on a regular and defined basis, to enable CFMC to provide the services described in this Agreement ("**Clinic Space**"). The Clinic Space shall be adequate to allow District students and employees to be examined and counseled in a private and confidential setting. If designated area does not conform to privacy standards as set forth by the Health Insurance Portability and Accountability Act

(“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) an alternate service location must be provided by the District. In addition to conforming to privacy standards, the clinic space must be equipped with a sink, but both a sink and a restroom are preferred. Should the District be unable to provide a restroom within the clinic space, a restroom must be within a reasonable and acceptable distance from the clinic. The District shall also supply at no charge to CFMC, all utilities, computers to be used by the School Nurses, computer data lines, wifi for clinical staff and telephone lines necessary for the operation of each Clinic. Neither CFMC nor any of its employees or representatives shall use District computer data lines or telephone lines for illegal, illicit or sexually explicit activity, nor shall they use said lines in a way that damages District property or compromises the safety, privacy or wellbeing of the District’s data, District students and employees. CFMC shall supply all other equipment and supplies needed to operate the Clinic. The District shall supply and designate parking spaces for Clinic Staff. Clinic Staff shall only have access to the Clinic Space at each school and such other parts of the school buildings where a Clinic is located as permissible based upon reasonable request and approved by the principal at such school. While in the schools, CFMC’s employees and contractors shall abide by such rules and policies as may be provided by the District or the principal at each school. The District shall supply custodial personnel and shall furnish janitorial services in each Clinic, including but not limited to cleaning floors, surfaces and windows, cleaning restrooms, and removal of trash, all on a regular schedule, as established by the District. Contaminated waste shall be kept in an appropriately marked separate container. The handling and removal of contaminated waste shall be performed by CFMC and not by the District or its employees. The District shall be solely responsible for making all routine repairs and for performing routine maintenance to each Clinic Space but shall not be responsible for the repair or maintenance of equipment that belongs to CFMC. CFMC shall inform the District in writing about CFMC equipment that is not to be handled or disturbed by any District employee, including without limitation, District employees assigned to clean or maintain any Clinic Space, and the District shall require those District employees to abide by that information. CFMC may place signage at each Clinic and school, subject to the District’s prior approval.

- (a). Appropriate space shall also be provided by the District for the provision of Oral Health Services as an extension of the Clinic services. Space shall be appropriate for oral health services provided through utilization of portable equipment set up within the school facility itself and through provision of outdoor space adequate for the delivery of services through the mobile medical unit.
- (b). Appropriate space shall also be provided by the District for the provision of Behavioral Health Services as an extension of the Clinic services. Appropriate HIPAA approved space shall also be provided by the District inside each school facility for the delivery of Behavioral Health Services.
- ©. Appropriate space shall be provided by the District for the provision of Optometry Services as an extension of the Clinic services. Appropriate HIPAA approved space shall also be provided by the District inside each school facility for the delivery of Optometry Services.

6. Interaction of Clinic and District's School. The interaction between the Clinic and the District's school shall be subject to the following:

(a). District School Nurses. School nurses will utilize policies, procedures, and standing orders under the supervision of the Clinic as their Medical Director. Except if an emergency situation requires otherwise, each student seeking medical attention at school shall first be assessed by the school nurse prior to being seen at the Clinic. It will be in the sole discretion of the school nurse to determine which students may go to the Clinic under the supervision of their Medical Director, for treatment of minor, non-emergent health issues. School nurses shall not be required nor expected to refer students directly to the Clinic. With respect to treatment provided by a school nurse, the school nurse will determine each student's course of treatment and follow up care in their sole discretion, with Clinic simply being an option available to them. School nurses will retain all functions and responsibilities they would have without the Clinic.

(b). Discharge of Students from School. Clinic Staff Members shall not discharge any students from school. The school officials located in each school shall maintain the sole authority to discharge a student from school. In the event a qualified member of the Clinic Staff treats a student and determines that it is in the best interest of the student and/or the District for that student to be discharged from school to go home or seek further treatment, that Clinic Staff member shall provide a written recommendation to the student for delivery to the appropriate school official to make the final determination regarding discharge from school.

(c). 504 Disability Services. The District shall not rely on CFMC to provide 504 disability services, Individuals with Disabilities Education Act (IDEA) services or other services that the District is required to provide students pursuant to an educational plan unless such services are addressed through separate written arrangement between the parties or by written addendum to this Agreement.

(d). Confidentiality and Protected Health Information. CFMC has established policies and procedures to protect private health information of all patients in a manner consistent with the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules. All CFMC medical records including those generated for the District's students and/or employees shall be maintained confidentially in a manner consistent with CFMC's established policies and procedures and shall only be disclosed in a manner consistent therewith. As a provider of education, the District maintains educational information in a manner consistent with the **Family Education Rights and Protection Act ("FERPA")** and **KY FERPA** its implementing regulations as well as other state and federal law and regulations and policies and procedures established by the **Woodford County School District**. The District shall share protected education records and other information in the District's custody or control with CFMC and its staff only in a manner consistent with state and federal law. Access to Infinite Campus by CFMC staff is granted only for legitimate school purposes of checking student immunizations, checking student health information, billing, using the class schedule feature to locate students, parent, or guardian contact information or other educational purposes (see Section 2 Staffing of Clinics item [1], page 4) as defined in the **Woodford County School District's** FERPA Annual Notification of

Rights. Other functions or use of Infinite Campus will be prohibited. Any further use of information from Infinite Campus must be authorized by District personnel prior to being extracted. Nothing about the parties' relationship shall waive or modify the parties' obligations under law.

(e). Primary Contact Person. Each party shall designate a primary contact person for communication purposes under this Agreement. Each party may change the primary contact person as necessary upon written notice to the other party.

The primary contact person for the District shall be:

Michelle Hinman  
District Health Coordinator  
Woodford County Public Schools  
330 Pisgah Pike,  
Versailles, KY 40383

The initial primary contact person for CFMC shall be:

Eric Loy, MD  
CEO/Medical Director  
Cumberland Family Medical Center, Inc.  
P.O. Box 2399  
Russell Springs, KY 42642

(f). Medical Records. All documentation in Infinite Campus will be the property of the District. Any requests for medical records from Infinite Campus must be approved by the District. CFMC shall establish and maintain medical records for each District student or employee that is a clinic patient through its Electronic Medical Records System, (hereafter "**Medical Records**"). CFMC represents it will maintain access to active Medical Records for District students and employees being currently treated by the Clinics at the appropriate Clinic. Access to medical records for patients seen at the on-site clinic who are not affiliated or employed by the District shall be requested through the CFMC Medical Records Department. CFMC shall maintain, store, archive and destroy inactive Medical Records pursuant to CFMC's policies for maintaining medical records, which may be amended from time to time. Both parties acknowledge and agree that all Medical Records of District students and employees are the property of CFMC. Standard forms required by the Kentucky Department of Education that are initiated by the District and customarily filed in a student's education record are not medical records are the property of the District. CFMC has established policies and to protect private health information of all patients in a manner consistent with the Health Insurance Portability and Accountability Act ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules. The District acknowledges that the Medical Records are confidential and shall not seek access to the records or information contained therein, except in accordance with applicable law. The District shall provide security of the Clinics when not staffed so that access to confidential information is secure.

(g). Emergency Situations. Nothing about this Agreement shall either obligate or prohibit CFMC employees or contractors from assisting someone in emergency situations.

(h). Clinic Shall Be Solely Used For School Purposes. The parties acknowledge and agree that Kentucky law requires the District to use its resources for school purposes. Accordingly, the purpose of the Clinics shall be for the benefit and promotion of public education in the District. The clinics will operate Monday-Friday when school is in session and only during other times as approved by the District. In the furtherance of said purposes, the Clinics shall:

(i) Clinic will adhere to the District's school safety plan;

(ii) only operate during the days and hours addressed in paragraph h above;

(iii) not interfere with or disrupt school activities; and

(iv) Aggregate data to assist the District in support in the benefit to the District from the operation of the clinic.

(I) Request for Information. CFMC has invested considerable effort to develop efficient and effective Clinics for the District's students. To protect any confidential or proprietary information that may exist between CFMC and the District, the District shall immediately report any request for information that it receives about CFMC or the Clinics (such as an Open Records Request). CFMC shall be given at least one day to determine whether it has any confidential or proprietary information that it wants to protect from production before the District makes any production of records. In the event the District disagrees that the information is confidential or proprietary, it shall be left to CFMC to seek appropriate relief from producing such records.

## 7. Licensure and Compliance.

(a). No Remuneration for Referrals. The parties agree that neither party is entitled to any payment nor compensation from the other party for any services, rights or privileges other than as specifically provided in this Agreement. CFMC shall not offer or give any remuneration, either direct or indirect, for the referral of patients or for arranging for the furnishing of any item or service for which payment may be made in whole or in part by a governmental payor, or which otherwise may be deemed to violate any federal or state law or regulation.

(b). Licenses and Certificates. CFMC shall be solely responsible for securing all necessary licenses and certificates required for operation of the Clinics and the services provided by Clinic Staff where required by law. CFMC shall promptly notify the District if any relevant license or certificate, including any license or certificate of Clinic Staff, are suspended, disciplined or revoked or lapsed.

(c). Compliance with Laws. CFMC shall comply with all applicable state and federal civil rights laws, including, but not limited to, KRS Chapter 344 and the Americans with Disabilities Act, regarding operation of the Clinics and interaction with District students and employees. CFMC shall comply with applicable provisions of OSHA and KOSHA regarding operation of the Clinics, including the treatment of Clinic Space and the posting of appropriate signage.

(d). Board Policies. Recognizing that the Clinic(s) will be located on District property, Clinical Staff, to the extent reasonable, shall honor relevant policies and procedures from the District's Policies and Procedures manual (referred to herein as "**Board Policies**" or "**BP**"), and shall cooperate and coordinate with the District to facilitate implementation. The District shall provide Clinic Staff with copies of all Board Policies and Procedures with which Clinic Staff are expected to comply. In addition, the District shall provide Clinic Staff with annual orientation(s) on the Board Policies and Procedures applicable to Clinic Staff. Nothing about CFMC's agreement to reasonably honor, cooperate with and coordinate the following of Board Policies confer any CFMC employee or contractor with status or rights as a District employee, or shall go against policy as approved by CFMC. The District acknowledges and understands that its recourse concerning a failure to honor these policies is limited to (a) requesting removal from the Clinic of the specific Clinic Staff member; (b) acting pursuant to the terms of this Agreement, up to and including termination of this Agreement; and (c) actions to recover compensatory damages only.

(e). Approval of Kentucky Department of Education. The District shall obtain the approval of the Kentucky Department of Education to lease Clinic Space to CFMC. Neither party shall be liable for breach of this Agreement if (a) the Department of Education denies the District's request to approve of any lease of Clinic Space; or (b) the Department rescinds approval of any such lease at any time.

8. Insurance and Indemnification.

(a). Liability Insurance. The parties hereto acknowledge that CFMC's professional liability is covered by the Federal Tort Claims Act (FTCA) and shall cover all CFMC providers, including but not limited to APRN, PA, MD, and DO; CFMC shall provide each District a copy of the Deeming Letter as issued by the Health Resource Services Administration (HRSA). However, in the event CFMC ceases to be covered by the FTCA for any reason, CFMC shall carry professional liability insurance coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate insuring the professional acts or neglects of Clinic Staff providing services pursuant to this Agreement. CFMC shall name the District as an additional insured under the Professional Liability Coverage in the event that the FTCA coverage should cease. CFMC agrees to indemnify and hold the District and its employees harmless for any liability that results from any acts or omissions of CFMC, its contractors or its employees arising out of the Clinics' operation, including but not limited to liability based on CFMC's use of the CFMC School Based Satellite Clinic name; provided, however, that CFMC is not able or obligated hereunder to indemnify the District for malpractice coverage under the FTCA and does not attempt to do so.

(b). Occurrence Coverage. CFMC shall also carry "occurrence" coverage for general liability claims that may arise out of CFMC's operation of the Clinics. Such coverage shall be for not less than \$1,000,000 per occurrence and \$3,000,000 million in the aggregate. CFMC shall name the District as an additional insured under this coverage.

(c). Indemnification. CFMC agrees to indemnify and hold the District and its employees harmless for any liability that results from any acts or omissions of CFMC, its contractors or its employees arising out of the Clinics' operation, including but not limited to liability based on CFMC's use of the CFMC School Based Satellite Clinic name; provided,

however, that CFMC is not able or obligated hereunder to indemnify the District for malpractice coverage under the FTCA and does not attempt to do so.

(d). Further. CFMC shall promptly notify District of any non-compliance which renders CFMC, its employees, agents, and contractors uncovered under the FTCA.

9. Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party hereto. Any attempted assignment in the absence of such consent shall be void as if never assigned at all.

10. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, and permitted assigns.

11. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. Notices. All notices under this Agreement shall be sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, Federal Express or other expedited delivery service, or delivered personally to the parties through the contacts designated pursuant to section 6(e) of this Agreement. The date of the notice shall be the date of the postmark or, if by personal delivery, the date delivery is made.

13. Illegality or Unenforceability. If any one or more of the provisions contained in this Agreement shall for any reasons be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalidity, illegality or unenforceable provisions had never been contained herein. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Third Parties. Nothing in this Agreement shall be construed as creating any rights in any third parties or any persons other than the District and CFMC.

16. Jurisdiction and Venue. This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky and the **Woodford** Circuit Court shall have exclusive venue and jurisdiction over the parties and any dispute arising out of this Agreement or the enforcement hereof, unless otherwise required by law. The parties agree that either (a) prior to the institution of any action in Circuit Court upon the written request of either party, or (b) by agreed order upon the institution of any action but following the answer by the other party to the complaint or petition, the parties shall submit to mediation before a mediator mutually agreeable to the parties, and if there be none, a mediator appointed by the Circuit Court, the cost of mediation to be borne equally by the parties.



17. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not control the interpretation of this Agreement.

18. Entire Agreement and Modification. This writing constitutes the entire agreement between the parties hereto and may be modified only by a writing executed by both parties. Each and every modification and amendment of this Agreement must be in writing and signed by all of the parties hereto. In the event that the District obtains school funding through a state, federal or private grant or endowment that relates to or affects the Clinics, the parties agree to work in good faith to make those modifications necessary to comply with the terms of said funding. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by the party whose interest are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

WITNESS the signatures of the parties as of the dates written below:

THE BOARD OF EDUCATION OF  
WOODFORD COUNTY SCHOOLS

CUMBERLAND FAMILY  
MEDICAL CENTER, INC.  
RUSSELL SPRINGS, KY

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

BY: \_\_\_\_\_  
Signature

Superintendent

Eric Loy, MD  
CEO/Medical Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM 1:  
PAYMENT SCHEDULE**

School Nurse	School	Employed By	Salary & Benefits
<b>Total Annual Cost</b>			

Percentage Reimbursement	Reimbursement Entity	Number of Installments	Monthly Installment

Monthly Installment in arrears upon receipt of invoice from District or CFMC.

# NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

WOODFORD COUNTY HIGH SCHOOL

616001372

**Sold-To: Address**

180 FRANKFORT ST, VERSAILLES, KY, 40383-1149, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Julie Doane

8598794630

0011296019

**Bill-To: Address**

180 FRANKFORT ST, VERSAILLES, KY, 40383-1149, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Julie Doane

8598794630

0011296019

julie.doane@woodford.kyschools.us

**Ship-To: Address**

180 FRANKFORT ST, VERSAILLES, KY, 40383-1149, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Julie Doane

8598794630

0011296019

PO #

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 63.08	\$ 189.24

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspovaluepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA 758 2300000563  
State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature                      **Signature:**  
\_\_\_\_\_  
Print Name                              **Email:** julie.doane@woodford.kyschools.us  
\_\_\_\_\_  
Title                                      **Title:**  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Sales Information**

Jacob Leonard	jacob.leonard@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

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

**TOPIC/TITLE:** Approval of UK Clinical Practices Agreement and Midway University Clinical Experience Agreement and Georgetown College Clinical Practice Agreement

**PRESENTER:** Susan Tracy

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
  - ACTION REQUESTED AT THIS MEETING
  - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
  - ACTION REQUESTED AT FUTURE MEETING:            (DATE)
  - BOARD REVIEW REQUIRED BY
- 
- STATE OR FEDERAL LAW OR REGULATION
  - BOARD OF EDUCATION POLICY
  - OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

**BACKGROUND INFORMATION:**

The Woodford County Public Schools will partner with Midway University and the University of Kentucky to place student teachers and pre-student teaching candidates into clinical experiences for the purpose of training educator candidates.

**SUMMARY OF MAJOR ELEMENTS:**

Seeking board approval of the clinical practice agreement between Woodford County Public Schools and the University of Kentucky as well as Woodford County Public Schools and Midway University.

**IMPACT ON RESOURCES:** NA

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

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**University of Kentucky**  
**College of Education**  
*Office of the Dean*

103 Dickey Hall  
Lexington, KY 40506-  
0017 P: 859-257-6076 F:  
859-323-1046  
[education.uky.edu](http://education.uky.edu)

## **WOODFORD COUNTY SCHOOL DISTRICT -- UNIVERSITY OF KENTUCKY CLINICAL PRACTICE AGREEMENT**

### **2024-2026 SCHOOL YEARS**

The Woodford County School District will assist the University of Kentucky in its responsibility to train qualified teachers under the following agreements and understandings, to-wit:

The Woodford County School District will make assignments of student teachers, pre-student teaching candidates, and other advance practicum or internship candidates, hereafter referred to as UK educator preparation candidate, subject to its limitations and in accordance with its policy relating to teacher education. The Woodford County School District reserves the right to refuse placement of any UK educator preparation candidate, it being agreed and understood that the Woodford County School District has the fundamental right and duty to select the individuals who are to teach or engage in clinical experiences in the Woodford County School District.

Further, the Woodford County School District reserves the right to remove from its classrooms UK educator preparation candidates who, in the judgment of the school staff, should be removed from the field experience placement in the Woodford County School District. It is expressly understood and agreed that in the event of the removal of any such UK educator preparation candidate, the Woodford County School District agrees to provide a written statement of the reasons for the removal. The first step in such removal will be the suspension of the UK educator preparation candidate from the classroom for a period of three (3) days. During the suspension period, the school staff, the Woodford County School District administrative staff, and the University of Kentucky administrative staff will collaborate to determine an appropriate course of action. The University of Kentucky assumes the responsibility for attempting to replace the UK educator preparation candidate in another school system if such is necessary or required.

The Parties shall maintain general liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to the other Party.

This UK clinical practice agreement is not to be construed as a third-party beneficiary contract for the benefit of any UK educator preparation candidate who may be an applicant for a field experience in the Woodford County School District or may be accepted for such a position by the Woodford County School District.

Staff members of both the University of Kentucky and the Woodford County School District who are responsible for selection and placement of UK educator preparation candidates and for the recommendation of supervising teachers will endeavor to develop and apply standards for participation in the UK educator preparation program. These standards will be concerned with academic and professional backgrounds, personal qualities, professional attitudes, and relationships with pupils and peers, in addition to the paramount ability to successfully direct the learning process. The judgment of the school principal will be relied upon in determining the eligibility of a classroom teacher to participate as supervisory teacher.

UK agrees to regularly provide opportunities for Woodford County School District Faculty and Staff to participate in the design, delivery and assessment of the type and quality of the clinical experiences offered by the UK educator preparation programs.

Woodford County School District is not required to provide any monetary compensation to the UK educator preparation candidate for any activities performed by the UK educator preparation candidate.

The parties agree that any UK educator preparation candidate injured on Woodford County School District's premises while provided services as set out in this Agreement will be assessed and provided with emergency care as appropriate through Woodford County School District's available resources. The parties agree that UK educator preparation candidates are not afforded legal protection under Woodford County School District's worker's compensation or health insurance policy and that any expenses for emergency examination or treatment to a UK educator preparation candidate shall not be borne by Woodford County School District. Woodford County School District is entitled to request proof of health insurance in writing from any UK educator preparation candidate. Woodford County School District is also entitled to request in writing from any UK educator preparation candidate proof of any vaccinations/inoculations required by Woodford County School District, which may include, but shall not be limited to, tuberculosis, rubeola, and rubella.

The parties agree that the Agreement does not confer employment of the UK educator preparation candidate by Woodford County School District and therefore, UK educator preparation candidates are not entitled to any Woodford County School District employee benefits, including, but not limited to, Social Security, employment compensation, or worker's compensation.

It is agreed that all programs of visitation and teacher training for all departments of the University of Kentucky shall follow the procedure as indicated in this agreement.

A. Visitation and class observation shall be arranged through the Department of Human Resources, Woodford County School District, subject to approval of the school principal and acceptance by the selected staff member.



- B. Placements for student teaching, practica, and other clinical experiences shall be arranged with the Department of Human Resources, Woodford County School District, subject to approval of the school principal and acceptance by the selected staff member.
- C. The above applies to both the graduate and undergraduate levels.
- D. As set forth in 16 KAR 5:040, the ratio of supervising teachers to student teachers shall be one to one (1:1).
- E. The University shall provide the principal with professional information on each educator preparation candidate and supervising teacher prior to commencement of the student teaching assignment.
- F. Candidates involved in clinical experiences will have undergone appropriate background checks prior to engaging in on site clinical experiences.

The period covered by the agreement shall be from July 1, 2024 to June 30, 2026, inclusive. This Agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination. Any candidate participating in a clinical practice at Woodford County School District at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with Woodford County School District. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

To the extent either party receives Personal Information of the other as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), recipient shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as provider's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying provider of a security breach relating to Personal Information in the possession of recipient or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth

in KRS 61.932(2)(b)2 applies and recipient abides by the requirements set forth in that exception; (iv) cooperating with provider in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by recipient; and (vi) at provider's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

To the extent the parties exchange FERPA protected information pursuant to this agreement, each agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any information that is protected by FERPA and, therefore, agrees that it will comply with all obligations that FERPA imposes on a "School Official". Each party will use the information only for the purpose of fulfilling its duties and responsibilities under this Agreement.

The Clinical Practice is taking place within the Commonwealth of Kentucky. Therefore, this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

This Clinical Practice is taking place outside of the Commonwealth of Kentucky. Therefore, the parties agree to remain silent on governing law and venue.

Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission or constitutes an endorsement of any commercial product or services by either party.

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized representatives of the respective institutions as listed in the agreement.

**Woodford County School District**

**University of Kentucky**

\_\_\_\_\_  
By: Superintendent Danny Adkins

\_\_\_\_\_  
By: Provost Robert DiPaola

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Recommended by:

\_\_\_\_\_  
College of Education Acting  
Dean Danelle Stevens-Watkins

\_\_\_\_\_  
Date



Dear Superintendent / District

This Memorandum of Agreement (“**Agreement**”), dated May 23, 2024, is between Midway University Teacher Education Program (Midway TED) and District (“**School District**”).

**WHEREAS**, School District operates schools located in the Kentucky and provides education for PK-12 students;

**WHEREAS**, Midway TED offers educator preparation programs for undergraduate education Candidates;

**WHEREAS**, Midway TED and School District desire to establish a mutually beneficial partnership;

**NOW, THEREFORE**, in consideration of the mutual promises herein, Midway TED and School District agree that the clinical experiences shall be covered by and subject to the following terms and conditions:

#### **ARTICLE I. PURPOSE AND SCOPE**

**1.1** The goal of this Agreement is to enhance professional practice through a mutually beneficial collaboration as defined by the following objectives:

- a.** Establish and implement clinical experiences using School District’s facilities, qualified personnel, and PK-12 students.
- b.** Utilize co-teaching, mentoring, and modeling to enhance the positive impact Candidates and practicing school professionals have on PK-12 student learning;
- c.** Collect, analyze, and disseminate data that informs decisions related to the improvement of programs, Candidates, and program completers; and
- d.** Work cooperatively to co-design high-quality clinical experiences that are implemented by co-selected and highly qualified Clinical Educators.
- e.** “**Clinical Experiences**” are structured to have multiple performance-based assessments at key points within the program to demonstrate Candidates’ development

of the knowledge, skills, and professional dispositions that are associated with a positive impact on the learning and development of all PK-12 students.

1.2 This document represents the complete Agreement between Midway TED and District \_\_\_\_\_, but individual schools with the School District may detail a more specific agreement with Midway TED that reflects the individual school's practices and needs.

These agreements shall:

- a. Be negotiated between the individual school and Midway TED;
- b. Be put in writing;
- c. Signed and approved by the individual school and Midway TED; and
- d. Appear as an "Addendum" attached to this Agreement.

## ARTICLE II. DEFINITIONS

- 2.1 "**Candidates**" are Midway TED students preparing for professional education positions.
- 2.2 "**Course Instructor**" is Midway TED faculty member who teaches a Midway TED course that places a Candidate (bachelor) in a school for a clinical experience placement.
- 2.3 "**Partnership**" is a mutually beneficial agreement among various partners in which all participating members engage in and contribute to goals for the preparation of education professionals.
- 2.4 "**PK-12 Clinical Educator**" is the PK-12-school-based individual who assesses, supports, and develops a Candidate's knowledge, skills, or professional dispositions at some stage in the clinical experiences.
- 2.5 "**PK-12 Students**" are children or youth attending PK-12 schools including, but not limited to, students with disabilities or exceptionalities, students who are gifted, and students who represent diversity based on ethnicity, race, socioeconomic status, gender, language, religion, sexual identification, and/or geographic origin.
- 2.6 "**Training**" involves PK-12 Clinical Educators attending an orientation session developed by the University Clinical Educators. The orientation training session is conducted at the beginning of each semester and includes an overview of program-specific expectations and forms.
- 2.7 "**University Clinical Educator**" is the Midway TED faculty member or faculty adjunct who assesses, supports, develops, and mentors a Candidate's knowledge, skills, or professional dispositions at some stage in the clinical experiences.

## **ARTICLE III. MIDWAY UNIVERSITY TEACHER EDUCATION PROGRAM RESPONSIBILITIES**

MIDWAY UNIVERSITY TED agrees to:

- 3.1** Designate a University Clinical Educator to:
  - a. Co-design, co-deliver, and co-assess undergraduate programs in collaboration with the PK-12 Clinical Educator;
  - b. Co-plan, co-implement, and co-manage all aspects of the educational experience of Candidates participating in the clinical experiences with the School District; and,
  - c. Mentor and coach graduate and undergraduate Candidates on capstone projects, clinical experiences, etc.
  
- 3.2** Furnish to School District the names and contact information of the Candidates mutually assigned by Midway TED and the School District to participate in the clinical experience.
  
- 3.3** Midway TED shall include only those Candidates who are in good standing with the University and education preparation program and have satisfactorily completed those portions of the program's curriculum that are prerequisite to clinical experience participation.
  
- 3.4** Require its Candidates attend orientation prior to beginning the clinical experience. This orientation will include, but is not limited to, understanding the objectives of clinical experiences, and communicating the need for Candidates to be punctual, polite, and respectful of School District policies, rules and regulations.
  
- 3.5** Maintain contact and ongoing communication with School District, including site visits.
  
- 3.6** Provide professional development leadership and workshops, at its discretion, as needed and requested by the School District.
  
- 3.7** Co-plan open houses on campus and/or at School District that provide information about Midway TED educator preparation programs.
  
- 3.8** Extend invitations to participate in events sponsored by Midway TED and coordinate with School District to bring PK-12 students to the Midway TED campus as appropriate.
  
- 3.9** Provide Midway TED faculty as guest speakers in PK-12 classrooms.
  
- 3.10** Evaluate the effectiveness of the clinical experience.

## ARTICLE IV. SCHOOL DISTRICT'S RESPONSIBILITIES

District agrees to:

- 4.1 Designate a PK-12 Clinical Educator who's appointed based on the qualifications established by Midway TED and the Kentucky Education Professional Standards Board.
- 4.2 Ensure the PK-12 Clinical Educator fulfills the following responsibilities which include, but are not limited to:
  - a. Involve the Candidate in meaningful education experiences;
  - b. Determine appropriate assignments in consultation with the University Clinical Educator and Candidate;
  - c. Attend a university-sponsored Training with the University Clinical Educator;
  - d. Orient the Candidate to the school by sharing the school's goals, scope, and operation;
  - e. Observe the Candidate's lessons and confer at least weekly to analyze performance;
  - f. Co-planning and co-teaching of lesson plans, as appropriate;
  - g. Provide ongoing evaluation of the Candidate's performance; completing and submitting required evaluation forms by stated due dates;
  - h. Submit evaluation reports and/or evaluation summaries as requested by the Midway TED;
  - i. Coordinate visits to the school for the University Clinical Educator throughout the semester;
  - j. Consult with the Course Instructor to determine the Candidate's final grade; and
  - k. Maintain regular contact and ongoing communication with the University Clinical Educator.
- 4.3 Permit Candidates to use facilities as necessary for successful completion of assignments, including classroom or other appropriate space, office supplies, and access to student records appropriate to the learning experience.
- 4.4 Require that PK-12 Clinical Educators participate in professional development seminars on co-teaching, pairs training, and using lesson evaluation and disposition forms.

## ARTICLE V. MUTUAL RESPONSIBILITIES

- 5.1 **Candidate Selection.** Midway TED and School District mutually agree to:
  - a. Assign Candidates without respect to race, ethnic origin, sex, sexual orientation, age, religion, or disability; and
  - b. Reserve School District's right to determine the number of Candidates that may be placed, dependent upon space, instructional time available, and PK-12 student population.
- 5.2 **Coordination of the Clinical Experience.** Midway TED and School District mutually agree to:
  - a. Review the Candidate's qualifications and educational objectives early in the placement to ensure agreed upon objectives for the educational experience;

- b. Share mutually all information regarding any Candidate's specific difficulties and/or special needs;
- c. Withdraw any Candidate from the School District for reasonable cause, including but not limited to health and/or performance issues, following a process of discussion among the PK-12 Clinical Educator, University Clinical Educator, and the Candidate.

**5.3 Supervision and Maintenance.** Midway TED and School District mutually agree to:

- a. Co-review and discuss education programs' data;
- b. Co-develop program assessments, changes, and experiences based on data; and
- c. Co-select and co-evaluate PK-12 Clinical Educators.

**5.4 Accreditation Requirements.** Midway TED and School District mutually agree to:

- a. Work together as necessary to fulfill and maintain accreditation standards of Midway TED educational programs;
- b. Comply with all applicable requirements of any accreditation authority, and certify such compliance upon request;
- c. Midway TED may request aggregate data from School District on program completers, including but not limited to PGES evaluations, including student growth goals, student voice feedback, and evaluation of PGES domains; and
- d. School District will respond to reasonable requests for aggregate data in a reasonable period of time.

**5.5 Miscellaneous.**

- a. Both parties will comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations including, but not limited to, the performance of any required criminal background checks of Candidates.
- b. Both parties will maintain an educational program of quality, including the provision for adequate instruction and supervision of Candidates.
- c. Both parties agree to reserve to Midway TED faculty the intellectual property rights to data generated from their work with School District and reserve to School District personnel the intellectual property rights generated from their work as classroom instructor.
- d. Supervising teachers of student teachers will be paid a stipend of one hundred dollars per seven-week placement for each student teacher.

## **ARTICLE VII. PERFORMANCE AND TERMINATION**

**6.1** A delay in or failure to perform by either Midway TED or School District shall not constitute a breach of this Agreement if an occurrence beyond the control of either party caused the delay or failure.

**6.2** Either party may terminate this Agreement at any time by submitting written notice of the intent to terminate, no less than 120 days prior to the intended termination date.



6.3 The parties may mutually agree, in writing, to terminate this Agreement at any time if the termination will not affect any clinical experiences in place at the time of termination.

Addendum: The Parties shall, at their own expense, maintain and carry liability insurance in a sum no less than \$1,000,000 for a single claim or \$3,000,000 for aggregate claims. Upon a Party's reasonable request, the other Party shall provide the requesting Party with a certificate of insurance from that Party's insurer evidencing the insurance coverage. Candidates, Course Instructors, and Clinical Educators are not afforded legal protection under the School District's worker's compensation or health insurance policy and that any expenses for emergency examination or treatment to a Candidates, Course Instructors, or Clinical Educators shall not be borne by the School District. The Parties agree that the Agreement does not confer employment of the Candidates, Course Instructors, or Clinical Educators by the School District and therefore, Candidates, Course Instructors, and Clinical Educators are not entitled to any School District employee benefits, including, but not limited to, Social Security, employment compensation, or worker's compensation.

Please sign (or have the appropriate school district official sign) a copy of this letter and return it to the University for our files.

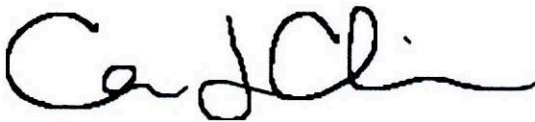
If you have any questions, please do not hesitate to call our Teacher Education Division 859.846.5844.

Regards,

\_\_\_\_\_  
Superintendent

District

\_\_\_\_\_  
District



\_\_\_\_\_  
Vice President Academic Affairs (Interim)  
Midway University

Date

Date 5/23/2024

Clinical Practice Agreement  
between  
The Georgetown College Education Department  
And  
Woodford County Public Schools  
District Board of Education  
2024-2025

The partnership between the Education Department at Georgetown College and the Board of Education of the partnering P-12 school district establishes a collaborative effort to offer meaningful and specialized standards-based learning experiences for the Department's candidates.

Georgetown College and the Board of Education jointly agree that:

1. There will be no discrimination against a student or faculty member because of race, creed, gender, religion, age, national origin, or disability in any aspect of this program.
2. The determination of the number of candidates who will participate in clinical practice, the dates of the clinical practice, and the length of the placement shall be based on the Department's program requirements.
3. There will be open communication between Georgetown College and the Board of Education to ensure understanding of the expectations and roles of both institutions in providing experiences for candidates.

Georgetown College agrees to:

1. Maintain accreditation by the Southern Association of Colleges and individual programs shall maintain approval or accreditation by appropriate program-approving bodies.
2. Be responsible for organizing and administering the program of education for candidates, standards of education, the term of instruction, course content, candidate clinical experience and training, methods and hours of instruction, assignments, and supervision and evaluation of candidates.
3. Honor all district policies, regulations, and confidentiality requirements as they relate to the execution of this agreement.

The Board of Education agrees to:

1. Approve or delegate approval of a Mentor/Cooperating Teacher to serve in a mentor role and conduct observations for each candidate, as outlined in the program requirements.
2. Allow the Mentor/Cooperating Teacher to observe the candidate while working with students and provide requested feedback to Georgetown College regarding candidate dispositions and teaching skills.
3. Contact Georgetown College faculty or staff with concerns regarding candidates or the program.

This agreement shall be effective July 1 – June 30 of the specified year, to be reviewed and renewed annually.

6/10/24  
\_\_\_\_\_  
Georgetown College Chief Financial OfficerDate

\_\_\_\_\_  
District Board of Education RepresentativeDate

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** May 14, 2024

**TOPIC/TITLE:** Memorandum of Understanding

**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 MOU between WCPS and KEDC/New Horizons. This would be a continuation of our current partnership.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

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# MEMORANDUM OF UNDERSTANDING BETWEEN

## NEW HORIZONS ACADEMY / KEDC

and

## WOODFORD COUNTY SCHOOL DISTRICT

- A. **PARTIES:** This memorandum has been mutually resolved and adopted between New Horizons Academy/ KEDC and Woodford County School District herein referred to as NHA and WCSD. The term of this MOU commences on Jul 1, 2024 and terminates on Jun 30, 2025 .
- B. **GOALS:** The purpose of this is to establish a working relationship between the parties. NHA will provide the virtual educational services specifically stated in (C) to homeschool students in grades 6 - 12 enrolled in NHA for the 2024-2025 school year.
- C. **NEW HORIZONS RESPONSIBILITIES:**
- a. NHA will provide a high-quality, digital curriculum that meets KY grade-level requirements.
  - b. NHA will employ Kentucky certified staff to engage students in the program.

- c. NHA will determine student success in the program at the end of the fall and spring semesters.
- d. NHA will maintain and provide transcripts for all credits earned through our digital courses.

#### **D. WCSD RESPONSIBILITIES**

- a. WCSD will establish a contact person for all communications between the district and NHA.
- b. WCSD is responsible for all special education services.
- c. WCSD will provide the option of a hybrid schedule. *(Example; high school students may choose to take one or more in-person classes at their local district that we do not offer virtually such as choir, band, or CTE options.)*
- d. WCSD will provide a technology device *(e.g. chromebook)* to NHA students who do not have access to one.
- e. WCSD will provide a school email address for students enrolled in NHA.
- f. WCSD will provide a Kentucky High School Diploma issued through the district for students who successfully complete all state and district requirements.

- g. WCSD is responsible to provide NHA students all state required testing including the site, proctor, and any necessary supplies.

**E. COMPENSATION:**

- a. WCSD will compensate Kentucky Educational Development Corporation/NHA a maximum of 75%\* percent of the state guaranteed SEEK funding per student. *(which equals \$3150 for the 2024 -2025 school year)*

*\*Students utilizing partial access to the platform, (e.g. partial year, credit recovery, etc.) will be charged at a reduced rate.*

\_\_\_\_\_ Date \_\_\_\_\_  
WCSD Superintendent


\_\_\_\_\_ Date \_\_\_\_\_  
WCSD Board Chair

\_\_\_\_\_ Date \_\_\_\_\_  
New Horizons Academy / KEDC Executive Director

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** June 3, 2024

**TOPIC/TITLE:** Renewal of Orientation and Mobility Services for 24-25SY

**PRESENTER:** Tracey Francis 

**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:**

Increase in hourly pay due to inflation and servicing more students.

**SUMMARY OF MAJOR ELEMENTS:**

Attached Independent Contract Agreement for Orientation and Mobility Services.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

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## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this 1<sup>st</sup> day of AUGUST, 24 by and between Woodford County Board of Education (also hereinafter "School District") of Versailles, Kentucky, and **KELLY STEWART** of Lexington, Kentucky. (also hereinafter "Stewart").

WHEREAS, the School District of Woodford County, Special Education Department, has determined that the School District needs to provide Orientation and Mobility Services to students with visual impairments as a service needed to implement the Individual Education Program of identified students and has determined that this need cannot be met by existing district staff; and

WHEREAS, Stewart is a Certified Orientation and Mobility Specialist and has experience in providing such services; and

WHEREAS, the School District desires to enter into a Contract with Stewart for the providing of Orientation and Mobility Services and related services; and

WHEREAS, Stewart desires to enter into a Contract with School Districts to provide Orientation and Mobility Services and related services; and

WHEREAS, the parties desire to reduce the terms of their agreement to writing.

TO WIT:

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, the School District and Stewart, do hereby agree as follows:

1. Stewart shall provide Orientation and Mobility services to the School District under the direction of School District's Special Education Director. In addition, Stewart will perform Orientation and Mobility evaluations and assessments as requested by the appropriate School District Representative, and will prepare the reports of said evaluations and assessments, and will provide said reports to the appropriate School District Representative. Stewart will also attend admissions and Release Committee meetings as requested by the appropriate School District Representative or Director of Special Education and following federal, state, and local guidelines. Prior to providing services under this Contract, Stewart shall have submitted to and passed a state and federal criminal records check.
2. Services will be provided to meet the specifics of each student's Individual Education Program ("IEP"). Instruction shall be provided at the school and within the community during the school day or as otherwise scheduled in consultation with the Director of Special Education or appropriate School District Representative.



paid for her time for traveling to and from (or partially to and from as the case may be) the subject school at the hourly rate hereinabove specified.

9. The parties agree to comply with all applicable laws and regulations concerning the performance of the Contract.
10. Each party certifies that it/she will not discriminate in any of the services provided in connection with the Contract on the basis of race, gender, national origin, religion, age, creed, political affiliation, disability, or other protected status.
11. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees, which are designed to secure a public contract for supplies or services.
12. If any section, paragraph, or clause of this Contract shall be held invalid by any court or competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions thereto.
13. This Contract shall be governed by and constructed in accordance with the laws of the Commonwealth of Kentucky, and jurisdiction and venue for any dispute concerning this Contract shall be in Woodford Circuit Court, Woodford County, Kentucky.
14. This writing reflects the entire agreement between the parties. No change or modification of this Contract shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto. Neither party may assign its respective rights and obligations under this Contract. This Contract may be signed in counterparts.
15. This Contract will be in effect for the School District's 2024-2025 school year. A new contract may be renewed annually based upon evaluation of the effectiveness of the services rendered in meeting the goals set forth herein, funding availability, and upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day, month, and year above written

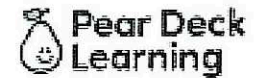
\_\_\_\_\_ SCHOOL DISTRICT

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

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

# ORDER FORM

QUOTE # Q-375566  
DATE 6/4/2024  
EXPIRATION DATE 7/30/2024



## Bill To

Woodford County Schools (KY)  
330 Pisgah Pike  
Versailles, Kentucky 40383  
United States

## Ship To

Woodford County Schools (KY)  
330 Pisgah Pike  
Versailles, Kentucky 40383-9214  
United States

## Liminex, Inc.

dba GoGuardian and Pear Deck Learning  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
4,000	GG-PRD1Y-003000	Pear Deck Subscription	7/1/2024	6/30/2025	\$3.48	\$13,920.00

**TOTAL (USD):** \$13,920.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

## RENEWAL SUBSCRIPTION TERM

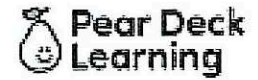
Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

## RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

**ORDER FORM**

**QUOTE #** Q-375566  
**DATE** 6/4/2024  
**EXPIRATION DATE** 7/30/2024



**PAYMENT**

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

**Accounts Payable Name:**

\_\_\_\_\_

**Accounts Payable Email:**

\_\_\_\_\_

**PO Number (Optional):**

\_\_\_\_\_

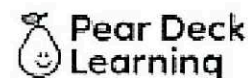
**Additional Notes (requests for delayed invoicing, etc.):**

\_\_\_\_\_

# ORDER FORM



QUOTE # Q-375480  
DATE 6/4/2024  
EXPIRATION DATE 7/30/2024



### Bill To

Woodford County Schools (KY)  
330 Pisgah Pike  
Versailles, Kentucky 40383  
United States

### Ship To

Josh Rayburn  
Woodford County Schools (KY)  
330 Pisgah Pike  
Versailles, Kentucky 40383-9214  
United States  
(859) 879-4617  
josh.rayburn@woodford.kyschools.us

### Liminex, Inc.

dba GoGuardian and Pear Deck Learning  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**", "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
4,000	GG-BCN1Y-003000	GoGuardian Beacon - Core	7/1/2024	6/30/2025	\$6.61	\$26,440.00
<b>TOTAL (USD):</b>						<b>\$26,440.00</b>

**Add-on Licenses.** If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

### RENEWAL SUBSCRIPTION TERM

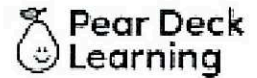
Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

### RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

# ORDER FORM

QUOTE # Q-375480  
DATE 6/4/2024  
EXPIRATION DATE 7/30/2024



## PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:

---

Name:

---

Title:

---

Email:

---

Accounts Payable Name:

---

Accounts Payable Email:

---

PO Number (Optional):

---

Additional Notes (requests for delayed invoicing, etc.):

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Woodford County School District  
330 Pisgah Pike  
Versailles KY 40383

Dear

AdTec is pleased to provide E-rate consulting services to Woodford County School District.

It is the time of year to begin preparing for the next E-rate funding cycle. This next cycle is for E-rate Funding Year 2025, which requires work before and after 2025 as listed in the scope of work found on page seven. To simplify the process for our clients, we now invoice in two phases instead of three phases, as you may notice on page two. There are three documents that must be returned to AdTec before we begin our work for E-rate Funding Year 2025:

1. **AdTec Agreement** – Please review and sign on page two.
2. **Review of E-rate Competitive Bidding and Application Process** – Please review and sign on page nine.
3. **Children’s Internet Protection Act (CIPA)** – Please review and sign on page 11.

Please sign all three documents for AdTec by \_\_\_\_\_.

We appreciate your business and look forward to helping you maximize your E-rate funding.

Sincerely,

Katy Smith  
CEO



## E-rate Agreement for Category One Services

Funding Year 2025

<b>Fees and Services</b>		
Category 1 - Phase 1	Category 1 E-rate Form 470 and 471 Preparation and Submission, E-rate Consultation for FCC program compliance, timeline and management of USAC portal (EPC). <i>Approximate Invoice Date: January 2025</i>	\$ 2150.0
Category 1 - Phase 2	Category 1 E-rate PIAs, PQAs, Appeals, Submission of Category 1 E-rate Forms 486 and 472(BEAR) and if applicable, discounts/SPI set-up. <i>Approximate Invoice Date: November 2025</i>	\$ 2150.0
<b>Annual Total</b>		<b>\$4300.0</b>

See AdTec Scope of Work and E-rate Task Timeline on the following pages for full list of services.

**Please choose a Preferred Method of Payment:**

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Annual Invoice – Annual total amount above invoiced January 2025

Two Invoices - Phase 1 invoiced January 2025 and Phase 2 invoiced November 2025

**Please choose your Contract Term:**

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Multi-year contracts are under the same terms, conditions and pricing per year for the selected Funding Years:

1 Funding Year: Funding Year 2025

2 Funding Years: Funding Years 2025 and 2026

3 Funding Years: Funding Years 2025, 2026 and 2027

Agreed to:  
Woodford County School District

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Agreed to:  
AdTec Administrative & Technical Consulting

Signature: Katy Smith

Printed Name: Katy Smith

Title: CEO

Date: May 20, 2024



## AGREEMENT FOR E-RATE SERVICES – Funding Year 2025

This agreement made on \_\_\_\_\_, is between **AdTec Administrative & Technical Consulting, Inc.** ("Contractor"), and **Woodford County School District** of **Versailles**, **KY** ("Client").

**1. SERVICE PURCHASED.** For value received and other consideration, the Contractor agrees with the Client to provide the Client the following service in accordance with the terms and conditions of this Agreement:

### Description

This agreement grants Contractor with authority to collect data required to file E-rate FCC Forms 470, 471, 486, 472 (BEAR), 500, and any additional E-rate forms the FCC deems appropriate to obtain Universal Service Administrative Company (USAC) discounts, commonly known as the E-rate program. The E-rate FCC Forms will be filed on all E-rate eligible items as defined by USAC and the FCC, which include, but are not limited to, Data Transmission and/or Internet, Eligible Managed Internal Broadband Services, Eligible Broadband Internal Connections, and/or Basic Maintenance of Eligible Broadband Internal Connections. Said forms will be filed with the USAC Schools and Libraries Division (SLD) in a timely manner for Funding Year 2025 (FY2025). The E-rate FCC Forms will set forth the eligible services the Client wishes to pursue in FY2025 of the E-rate funding cycle, which is for E-rate eligible expenses incurred during July 1, 2025 to June 30, 2026. The E-rate program considers a Funding Year July 1 through June 30 and the work associated with any given funding year will be performed months before the funding year begins through several months after the funding year ends. In this contract, when a specific funding year is stated, it is associated with applying for E-rate funding for eligible expenses incurred during July 1 through June 30, and may include extended dates associated with the Funding Year as E-rate extensions and rules apply. This agreement further grants Contractor with authority to represent the Client with USAC by responding to all inquiries concerning forms filed. Contractor shall endeavor to keep Client informed of the known progress of the filings. Contractor shall know and understand how filings should occur to ensure that filings maximize Client's E-rate funding. Client will inform Contractor of the services it wishes to secure in the filing period via e-mail, fax, or by other agreed means.

Client shall provide via e-mail, fax, or by other agreed means, information and other data required to complete the filings to recover any funds that the Client is entitled to receive. This shall include, but not be limited to, copies of previous E-rate filings, names of vendors, billing account numbers, copies of appropriate bills, and copies of pertinent contracts. In addition, Client shall sign and return, in a timely manner, any necessary paperwork, and communicate with the Contractor any contemplated changes or additions in service. Client shall provide to Contractor a copy of any correspondence received from USAC. Should the client choose the BEAR method of reimbursement, Contractor will file BEAR forms. At the conclusion of the funding year, Client will provide Contractor with evidence of bills paid for reimbursement within 60 days of request. Contractor cannot file the BEAR forms if the Client does not provide evidence of bills in a timely manner.



Relative to the FCC Form 470, the Client shall keep a log of vendor responses to the 470 and any data provided to the inquiring vendor. Client shall keep a record of any data related to the vendor selection including how selection was made. Materials from unsuccessful vendors shall also be retained for audit purposes. Any such materials received by Contractor shall be forwarded to the Client. Client may also send all materials associated with the FCC Form 470 to AdTec for electronic storage.

Relative to the filing of the FCC Form 471, for any service to be purchased which is applicable to E-rate discounts, Client shall provide the name of the vendor selected to provide that service, as well as the projected cost of such service and an address or telephone number for that service provider. Client shall declare these items on or before **March 5, 2025** if 28 days has elapsed after Contractor has filed FCC Form 470.

This agreement for services also includes discount rate optimization, consultation and direction to ensure program compliance with FCC E-rate rules and regulations, E-rate timeline organization, Management of the USAC portal, and electronic E-rate document repository (E-rate Program rules require retention for 10 years after the last day of service).

**2. PRODUCT STANDARDS.** Contractor shall collect the required data, complete, and file the necessary forms to provide the greatest possible success for the Client. Contractor shall further utilize its best efforts to know and understand any amendments to the filing process, and to advise the Client of any new or additional possible discounts on services.

**3. TITLE.** All forms, filings, support documents, etc., shall be held by the Contractor in order to manage the process, but will remain the property of the Client. Contractor shall deliver said materials to the Client if and when required by the Client. Material shall be retained for ten (10) years after the last day of service for audit purposes.

**4. PAYMENT.** Contractor shall file, at Client's option, for Category One and/or Category Two services on behalf of Client. Payment shall be made by Client to Contractor upon receipt of Contractor's invoice. An invoice shall be issued in two phases.

The FCC's E-rate Modernization Order instructs the E-rate Program to increase the scope and number of E-rate Audits. E-rate rules allow audits to be conducted for 10 years after the service end date. Our fees include 5 hours of audit representation. Any additional hours necessary to complete an audit will incur a charge of \$120/hour.

**The Fee Schedule for Category One Services is included on Page 2 of the Agreement.**

**An Addendum to the Agreement and an additional fee is required for the filing of Category Two Services, Emergency Connectivity Fund Services, and any additional funding administered through the E-rate Program. Please contact your AdTec Consultant for the Addendum and Fee Structure.**

**Self-Provisioned Fiber and services with special construction costs (i.e. fiber build projects) will incur a minimum additional fee of \$7,500.**

**5. DELIVERY.** Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by USAC for FY2025. The FCC Forms 486 and 472 (BEAR) or requests for discounted bills, FCC Form 474, for FY2025 will be filed upon receipt of the funding commitment decision letter (FCDL) from USAC and satisfactory installation of all systems and services, but not prior to **July 1, 2025**. *(Exception: Under existing regulations, the FCC Form 486 may be filed early under certain circumstances.)*

**6. WARRANTIES.** Contractor warrants to Client that the filing will conform to the requirements of filing by USAC.

**7. TERMINATION.** It is agreed that in case of a material breach (violation) by either party of any of the provisions contained in this Contract, the other party shall have the right to terminate this Contract at its option. Contractor shall be paid for any partial filing made on behalf of Client. The Contract is for a specified period to file for E-rate discounts in FY2025. Contractor and Client may wish to extend this contract into the next funding cycle, but such extension will be noted in writing, with the extension under the same or amended terms as agreed to by the parties.

**8. FORCE MAJEURE.** If performance of this Contract, or any obligation under this Contract, is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

**9. CONFIDENTIALITY.** Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. To the extent permitted by law, both parties agree to treat all such information and the terms of this Contract as confidential, and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Information will be released to USAC for filing purposes, and on specified occasions, certain necessary information will be released to qualified vendors in order to obtain the services the Client is seeking where the FCC Form 470 is filed. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**10. ASSIGNMENT.** It is agreed by the parties that there will be no assignment or transfer of this Contract, nor any interest in this Contract.

**11. ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**15. LIABILITY.** In the event of an error or omission on the part of the Contractor, the Contractor shall immediately work to remedy the error or omission. In the event said error or omission cannot be corrected to the satisfaction of the Client, and the Contractor is found to be liable for the error or omission, the limit of any determined liability shall not exceed the fee set out in this agreement and/or paid by the Client.

**16. APPLICABLE LAW.**

**E-Verify.** AdTec, Inc. shall comply with E-Verify requirements in accordance under the Immigration Reform and Control Act of 1986 (P.L. 99-603). AdTec's e-Verify Company Number is 423339.

**Iran Investments:** AdTec, Inc. certifies that AdTec, Inc. is not engaged in any investment activities in Iran.

The laws of the State of Indiana shall govern this Contract. The parties have executed this Contract at Versailles, KY on the day and year above written.



## AdTec E-rate Consulting Scope of Work

As a full-service E-rate Consulting firm, AdTec performs all necessary steps to acquire E-rate funding. E-rate Funding is based on expenses incurred during a Funding Year, which is July – June. To ensure E-rate compliance and maximum funding, AdTec includes services before, during, and after the Funding Year. These services include, but are not limited to the list below.

### Phase 1 – Timeframe: Summer/Fall/Winter before the Funding Year

1. Advise and determine a filing strategy that best maximizes E-rate funding opportunities for the upcoming E-rate Funding Year
2. Prepare and file the E-rate Forms 470 and 471 required by USAC's Schools and Libraries Division.
3. Assist in establishing which technology projects will be undertaken during the upcoming year that are eligible for E-rate discounts
4. Assist in creating the Requests for Proposals (RFPs) based on E-rate eligible services and service descriptions to ensure E-rate compliance
5. Provide guidance on the E-rate bid process to ensure compliance with E-rate program requirements.
6. Maintain the E-rate Productivity Center (EPC) profile; including updating enrollment information and modifying building names and addresses as necessary
7. Prepare the required Funding Request Detail information which includes reviewing at least one (1) month of Client billing statements from eligible Service Providers to determine an estimated annual funding request, review current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services
8. Provide ongoing constructive feedback for improvements and strategic planning to optimize E-rate eligibility and mitigate E-rate risks in regards to FCC regulations, FCC orders, including interpretation of rules and regulations
9. Provide a summary of funding requests for each vendor as listed on the 471

### Phase 2 – Timeframe: Spring before the Funding Year/ During and After the Funding Year

1. Respond to Program Integrity Assurance (PIA) reviews, and Payment Quality Assurance (PQA) reviews
2. Prepare and file the E-rate Form 486 as required by USAC's Schools and Libraries Division
3. Prepare and file the Form 472/BEAR for E-rate reimbursement, and/or ensure E-rate discounts have been listed properly on service provider invoices
4. Track E-rate reimbursements and discounts for accuracy and receipt
5. Update E-rate Form 498 as needed to ensure reimbursements are received
6. Provide E-rate Audit and Selective Review preparation and representation services
7. Compose and submit appeals to USAC and/or the FCC
8. Perform SPIN changes and service substitution requests
9. Assist and advise in document retention requirements in accordance with FCC rules and regulations

The AdTec E-rate Consulting Scope of Work is not all inclusive.



## E-rate Task Timeline

AdTec and Client agree to abide by the E-rate Tasks Timeline outlined below. This Timeline is necessary to maintain successful filings for E-rate Funding Years (July 1 – June 30). While the services under the agreement relate to each Funding Year, AdTec will provide services related to this agreement before and after the Funding Year. Please refer all questions regarding the timeline to your E-rate Consultant for clarification.

Stage		E-rate Process
Phase 1 – Before Funding Year	<b>Annual Review</b> July-December	Meet with AdTec Consultant <ul style="list-style-type: none"> <li>Review E-rate discounts/reimbursements and current services</li> <li>Plan for future services for next E-rate Funding Year               <ul style="list-style-type: none"> <li>Begin writing RFPs, if needed</li> </ul> </li> </ul>
	<b>RFP(s) Completed</b> July-December	E-rate requires advertising for services/equipment needed in the next Funding Year <ul style="list-style-type: none"> <li>Finish writing the necessary RFPs and advertise RFPs, if needed</li> <li>AdTec Consultant will file a Form 470, if needed. It will trigger bids from vendors for the services outlined in the submitted 470s and/or RFPs.</li> </ul>
	<b>Confirm Buildings</b> Sept-December	<ul style="list-style-type: none"> <li>For schools, confirm enrollment, instructional and non-instructional buildings, and National School Lunch Program or Common Eligibility Provision participation</li> <li>For libraries, confirm square footage, and buildings</li> </ul>
	<b>Choose Winning Vendor(s)</b> Sept-February	Determine specifically which vendors may be included for next year (July 1 to June 30). <ul style="list-style-type: none"> <li>Clarify bids and any potential new contractual agreements that will be in effect during the next year</li> <li>Send AdTec consultant all bids received and completed evaluation matrix.</li> </ul>
	<b>Board Meeting</b> Nov-Feb	If Board approval is necessary, receive board approval at the February Meeting, or before, for services/purchases that need new contractual agreements signed for the next year (July – June).
	<b>Confirm Vendors and Pricing</b> Jan-Feb	Your AdTec Consultant will file an E-rate Form 471 outlining the services and vendors you choose to implement for the next Funding Year. <ul style="list-style-type: none"> <li>Confirm vendors, services, and pricing with your AdTec Consultant.</li> </ul>
Phase 2 – During and After Funding Year	<b>Application Review</b> Typically March-September	After the Form 471 funding application is submitted, it will go through a time sensitive review process. Your AdTec Consultant will prepare all responses to any questions from USAC during this review, but may need supporting documentation. <ul style="list-style-type: none"> <li>Supporting documentation must be provided by the end of the business day seven calendar days from request.</li> </ul>
	<b>E-rate Reimbursements or Discounts</b>	After E-rate approves the funding request, your consultant will complete the E-rate Form 486 and apply for either E-rate reimbursements or E-rate discounts on invoices. <ul style="list-style-type: none"> <li>If choosing reimbursement checks, send the expense report to your AdTec Consultant in July.</li> <li>If choosing discounts, your AdTec Consultant will apply for discounts to be applied to your bills on your behalf. It is up to you to monitor these discounts as they are applied to your bills.</li> <li>For Category 2 projects, send a copy of the paid invoices to your AdTec Consultant, along with proof of payment of the invoices within 30 days of paid invoice.</li> </ul>

This timeline of E-rate tasks is not all inclusive.



## Review of E-Rate Competitive Bidding and Application Process

A mandatory E-Rate rule is to require a competitive bidding process to obtain eligible E-rate services. The required competitive bidding process begins when the FCC Form 470 is filed.

The applicant (school/library) must ensure that the competitive bidding process is open and fair:

- Applicant must wait 28 days after the Form 470 is posted before selecting a service provider.
- All bidders must be treated the same.
- No bidder can have advance knowledge of the project information.
- There are no secrets in the process - such as information shared with one bidder but not with others - and that all bidders know what is required of them.
- With limited exceptions, service providers and potential service providers cannot give gifts to applicants.
- In addition, the value of free services (e.g., price reductions, promotional offers, free products) must generally be deducted from the pre-discount cost of funding requests.
- After the competitive bidding process is closed, the applicant must evaluate the bids received and choose the bid that is most cost-effective. The price of the eligible products and services must be the primary factor in the evaluation, but does not have to be the sole factor. If the price is 2-3 times more than other bids, it will not be considered cost-effective and therefore denied E-Rate funding. Other relevant evaluation factors may include: prior experience including past performance; in-state preference, compliance with Form 470 posting, and references, etc. (See bidding matrix evaluation sample: <http://www.usac.org/res/documents/sl/pdf/samples/Bid-Evaluation-Matrix.pdf> List every bid on the evaluation matrix, and only disqualify a bid if you list out the disqualification factors on the RFP.
- Retain all E-Rate documents for 10 years.

### No Bids Received?

If you do not receive any bids in response to a FCC Form 470/RFP, you can solicit bids. The FCC suggests that you memorialize this fact with an email to yourself or a memo to the file.

### One Bid Received?

If you receive only one bid, the FCC suggests that you memorialize this fact with an email to yourself or a memo to the file. This will help to document that you did not just keep only the winning bid.

**My signature indicates the FCC's competitive bidding process and application process has been reviewed with me.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Woodford County School District  
NAME OF SCHOOL/LIBRARY

FCC Form 479

OMB Control No.3060-085  
Estimated time per response: 1 hour**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY  
OR TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service  
Certification by Administrative Authority to Billed Entity of  
Compliance with the Children's Internet Protection Act**Please read instructions before completing.  
(To be completed by the Administrative Authority and provided to your Billed Entity)Administrative Authority's Form Identifier 2025- 628.0

Create your own code to identify THIS FCC Form 479.

**Block 1: Administrative Authority Information**

1. Name of Administrative Authority Woodford County School District	2. Funding Year <b>2025</b>
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## 3. Mailing Address and Contact Information for Administrative Authority

Street Address, P.O. Box or Route Number  
330 Pisgah Pike

City Versailles	State KY	Zip Code 40383
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Name of Contact Person

Telephone Number	Fax Number	Email Address
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**Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.****Block 2: Certifications and Signature**

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

**Name of Administrative Authority** Woodford County School District  
**Administrative Authority's Form** 2025- 628.0  
**Contact** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

**Block 2: Certifications and Signature (Continued)**

6. I certify that as of the date of the start of discounted services:
- a  the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
  - b  pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:  
 (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.  
  
 (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
  - c  the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d  I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

**The certification language above is not intended to fully set forth or explain all the requirements of the statute.**

7. Signature of authorized person	8. Date
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9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person



**FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT**

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to [PRA@fcc.gov](mailto:PRA@fcc.gov). PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

**THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.**

**A paper copy of this form, with a signature in Block 2, item 7, must be mailed or delivered to your Billed Entity.**