

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII F **DATE:** July 22, 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: Parchement Services; Superintendent's Academic Excellence Banquet Venue Rental (Manchester Music Hall); Supplemental Career & Technical Education (CTE) Funds; WeVideo; MOU Kentucky Transportation Cabinet; Aspire Day School Linkage Agreement; Early Learning Bus Contract Modification.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** July 1, 2024

TOPIC/TITLE: Parchment Services Contract

PRESENTER: Josh Rayburn

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

BACKGROUND INFORMATION:

Board has to approve all contracts

SUMMARY OF MAJOR ELEMENTS:

This is an extension of the current contract to add SHA and WVLA to house and transmit transcripts.

IMPACT ON RESOURCES: Technology Budget

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





AN INSTRUCTURE COMPANY

ORDER FORM – Kentucky K-12 Transcript Exchange

Member: Woodford County School District	
Effective Date (if left blank, effective date is date signed by Member below): 60 days from signing	Initial Order Term (Months): 12
Member Contact Name: Danny Adkins Member Address: 330 Pisgah Pike Versailles, KY 40383 Primary Contact Phone: (859) 879-4600 Primary Contact Email: danny.adkins@woodford.kyschools.us P.O. Required: P.O. Number	
<u>PARCHMENT SERVICES:</u> Parchment Award: K12 District Records Services (f/k/a Parchment Send K12)	

Member hereby orders and subscribes to the Parchment Services identified above on this Order Form, which is governed by and incorporates by reference, the Services Description and Fees Schedule attached hereto as Exhibit A, the Parchment Terms and Conditions attached hereto as Exhibit B, and the Service Level Agreement, attached hereto as Exhibit C (collectively, the "Agreement"), effective as of the Effective Date above. Capitalized terms will have the meaning given to them in the Terms and Conditions.

The Initial Order Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

Parchment LLC	Safe Harbor Academy and Woodford Virtual Learning Academy
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



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EXHIBIT A

**PARCHMENT K12 DISTRICT RECORDS SERVICES
SERVICES DESCRIPTION AND FEE SCHEDULE**

Parchment and Member agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. **FEES.** The fees for the Parchment Services shall be paid to Parchment as selected below:

LEARNER PAY (Per Transaction): Pursuant to the Kentucky Transcript Exchange Platform project (the "Project"), the Kentucky Department of Education subsidizes the standard transcript processing fees for **currently enrolled** students in Kentucky public high schools to Colleges and Universities (as defined in the Project), for the term of the Project. For deliveries to destinations other than Colleges and Universities, the Credential Owner will be billed the standard transcript processing fees for the Order Term. The standard transcript processing fee for each processed transcript delivery request, including its electronic delivery is currently **\$3.75**.

DISTRICT RECORDS MANAGEMENT (District Level - Per Transaction): Authorized third-party Credential Requestors will be billed a Credential Request fee of **\$3.75** per Credential-type other than Verifications, and **\$12.00** per enrollment verification or graduation verification Credential-types. Electronic delivery of the Credential is included at no charge with each Credential request.

Third-Party Credential Requestors

Alumni Credential Owners Only

2. **Credential-Types.** Please check the box for each credential type(s) that the District would like to be configured for district records management ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

Transcripts

Academic Certificates

Birth Certificates

Replacement Diplomas

Immunization Records

Special Education Records

Enrollment Verification Certificates

Graduation Verification Certificates

3. **Payment Terms.** All payments under this Order Form are due within thirty (30) days of the date of the invoice sent by Parchment. Invoices are sent upon the execution of this Agreement, or as otherwise shown in this Order Form. All fees are **non-refundable**.

4. **Participating Institutions.** Member's subscription covers requests of currently enrolled Credential Owners at the participating institutions in its district. Each participating institution shall complete Parchment's client data sheet prior to implementation and use of the Parchment Services.



5. **SURCHARGE.** Member can add a surcharge to each transcript as a method of cost recovery for some or all of Member's fees, or an auxiliary revenue source. Surcharge amounts are decided by Member and may be adjusted by them using the Parchment Send administrator interface. Parchment shall retain 20% of these surcharges actually collected by Parchment and remit to Member on a quarterly basis, no later than 15 days following the end of each calendar quarter provided that the amount due is more than \$500. If below \$500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.

6. **PRINT SERVICES.** Parchment is an electronic credential delivery system. However, Credential Owners may elect to print and mail their Credentials at the time of request, subject to additional fees. The current print and mail additional fees are listed below.

\$2.75 for U.S. domestic paper delivery (including first class postage)

\$5.25 for international paper delivery (including first class postage)

7. **DESCRIPTION OF PARCHMENT SEND: K12 Multi-Credential and District Records Management.** The Parchment Services ordered and described herein shall enable Credential Owners to order and request delivery of Credentials from the Credential holding institution to Credential Recipients (referred to as "Parchment Send"). Parchment Send also provides a number of additional features and functions, including Credential retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Credential Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.

The Parchment Services shall be provided with the following features/functionality:

7.1 Fulfillment of receiver-initiated requests through the Document Request interface

7.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:

- Support for different surcharges for current Students or Alumni
- Support for administrative control of transactions subject to a surcharge (i.e. all transactions or transactions after the first 'X' transactions)

7.3 Enhanced Credential upload options

7.4 Full transactional reporting

7.5 Administrative panel to manage the Member's account including:

- Grading Periods
- Approval Settings
- 'To Do List' Queues Settings

7.6 Student Rosters & Registration Codes

- As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
- Parchment auto-generates a unique PIN for each student
- Students (and parents) can use the PIN to register at a Parchment Site

7.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges

7.8 If selected on the Member's Order Form, District Records Management utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party Credential Requestors (third-party ordering).

EXHIBIT B
TERMS & CONDITIONS

Parchment LLC ("**Parchment**") and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "**Party**" and collectively as the "**Parties**".

1 DEFINITIONS.

1.1 "Agreement" has the meaning set forth on the Order Form.

1.2 "Authorized User" means any Member employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 "Confidential Information" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.

1.4 "Credential" means a licensed transcript, academic certificate, enrollment verification certificate, graduation verification certificate, immunization records, birth certificate, special education records, or diploma of a Credential Owner.

1.5 "Credential Issuer" means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.6 "Credential Owner" means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.7 "Credential Recipient" means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.8 "Credential Requestor" means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.9 "De-Identified Data" means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.10 "Documentation" means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

1.11 "Effective Date" has the meaning set forth on the Order Form.

1.12 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.13 "Member Data" means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.14 "Order Form" means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as [Exhibit A](#)), these Terms and Conditions (attached to the Order Form as [Exhibit B](#)), and the Service Level Agreement (attached to the Order Form as [Exhibit C](#)).

1.15 "Parchment Services" means Parchment's digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment's credential exchange and analytics platform as selected on the Order Form and described on [Exhibit A](#) to such Order Form. References to any Parchment Services include the Documentation.

1.16 "Parchment Site" means any of the websites located at <http://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.17 "Professional Services" means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.18 "Request" (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.19 "Services" means the Parchment Services combined with the Professional Services.

1.20 "Supplemental Document" means a school report, school profile, letter of recommendation, counselor recommendation, teacher evaluation, or unofficial test score. Supplemental Documents may be included with a Credential request at no additional charge.



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1.21 **“Terms and Conditions”** means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 **“Term”** shall have the meaning set forth in [Section 11.1](#).

1.23 **“Transactional Data”** means any non-personally identifiable data or information generated from Authorized Users’ or Credential Owners’ use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

2 PARCHMENT SERVICES; ORDERS AND USE.

2.1 **Orders and Provision of Access.** Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

2.2 **Multiple Institutions.** Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an **“Institution”** and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

2.3 Usage Restrictions.

2.3.1 Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

2.3.2 Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors;

(d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

2.4 **Conditions on Use by Authorized Users and Credential Owners.** Parchment may condition Credential Owners’ or Authorized Users’ (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment’s then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this [Section 2.4](#).

2.5 **Exclusivity.** Parchment will be Member’s preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

2.6 **Fee Waivers.** Parchment may provide fee-waivers that can be used in place of other payment methods in order to assist students who have demonstrated that payment of the fees for the Parchment Services might represent an economic barrier to college entrance. Up to a maximum of four fee waivers may be allocated by the Member to any qualifying Credential Owner who has met the requirements for, and received a fee waiver from The College Board or ACT.

3 MEMBER RIGHTS AND OBLIGATIONS.

3.1 **Authorized User Access to Service; Usernames.** Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

3.2 **Member Obligations.** Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment;

(d) compliance with the Member's regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member's computer and communication systems; and (f) results of Member's use of the Parchment Services. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member's website; (iv) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

3.3 Requirement to Provide Member Data to Parchment.

Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement. Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials, has all rights to transfer Credentials to Parchment for purposes of providing the Parchment Services, and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

3.4 Legal and Regulatory Compliance. Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act.

4 PARCHMENT RIGHTS AND OBLIGATIONS.

4.1 Technical Assistance. Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support.

To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

4.2 Training. Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

4.3 Communication with Users. As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

4.4 Continuous Development. The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

4.5 Parchment Obligations; Legal and Regulatory Compliance. Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner;

and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act, and applicable data protection laws.

5 PROPRIETARY RIGHTS.

5.1 Member Data. As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with applicable state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

5.2 Transactional Data. Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

5.3 De-Identified Data. Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

5.4 Intellectual Property Rights in Parchment Services. Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement.

Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

5.5 Feedback. From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("**Feedback**"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5.6 Analytics. As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the "**Analytics**"). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

6 FEES AND PAYMENTS.

6.1 Fees Payable. All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, if any, and, if applicable, each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

6.2 Disputed Charges. Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

6.3 Late Payments; Interest. Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

6.4 Taxes. Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "Taxes"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments

hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

7 CONFIDENTIALITY. During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information.

Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

8 WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

8.2 Parchment Warranties. Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

8.3 FERPA Warranty. Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

8.4 Member Warranties. Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

8.5 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

8.6 Delays. PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9 LIMITATION OF LIABILITY.

9.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 Indemnification Obligations of Parchment. Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement

Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then

in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation; (2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

11 TERM AND TERMINATION.

11.1 Term. This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "Term").

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

11.4 Suspension of Service. If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners,

without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

11.5 Accrued Obligations. Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

11.6 Effect of Termination. Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

11.7 Survival of Obligations. The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

12 MISCELLANEOUS.

12.1 Force Majeure. Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.2 Notices. Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.

12.3 Assignment. Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or

in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.

12.4 Independent Contractors. Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

12.5 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

12.6 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

12.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.8 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

12.9 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

12.11 Construction. Unless otherwise specified herein: (a) the word "including" means "including but not limited to"; and (b) any reference to days will mean calendar days. All headings are for convenience only.

12.12 Publicity. Parchment will be permitted to use Member's name and logo (subject to the appropriate party's style guidelines to ensure proper placement or use by the other party) (a) in association with Parchment's provision of the Services; and (b) on a client or partner list or partial client list during the term of this Agreement, provided that such list does not state or imply Member's endorsement of Parchment or the Services.

12.13 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

End of Terms.



AN INSTRUCTURE COMPANY

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defector related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment
2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
 - a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
 - b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
 - c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.
3. System Enhancements and Functionality Improvements.
 - a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
 - b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.
4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
 - a. Any outage lasting less than five (5) minutes;
 - b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
 - c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
 - d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.
5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.
6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.
7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** July 10, 2024

TOPIC/TITLE: Approval of Superintendent's Academic Excellence Banquet Venue Rental Contract

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 host a Superintendent's Academic Excellence Banquet to recognize student achievement.

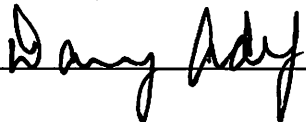
SUMMARY OF MAJOR ELEMENTS:

Seeking board approval of the rental agreement between Woodford County Public Schools and the Manchester Music Hall.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



MANCHESTER MUSIC HALL CONTRACT

Client/Organization Event Date Phone Woodford Co Public School 4/27/2025

859-492-5206

Address City/State Zip

Contact Email Time in/start/out Guests

susan.tracy@woodford.kyschools.us

Susan Tracy

11:00 load in

1:30PM- event start time

4:30PM - end time 400 ppl

Venue Rental Amount / Bar Package Deposit Final Venue Rental \$3500.00

Setup \$125.00

Linens \$702.00

Total \$4327.00 PO # \$4327.00

TERMS: 1 sound tech, 1 site manager, setup of tables and chairs (refer to layout)

Payment:

- **Deposit** - a fifty percent (50%) non-refundable deposit is due at contract signing. A signed contract and deposit holds your event date. We do not hold dates without a deposit. Please add in the memo the date of your event and name of event.
- **Final Payment** – is due thirty (30) days prior to your event. Failure to pay may result in the release of your date.
- Deposits and payments may be made with a check or a card (VISA, MasterCard, Discover, AMEX), please note a 3% service fee will be added to the total balance being charged on a card.
- **Damage Deposit** – an additional \$500 damage deposit is due with the final payment. This must be in check form, made out to the facility, post-dated to the date of your event. In the event of damage or excessive cleaning, this check will be used for the replacement or repair of damaged items. If no repairs or cleaning are needed, this check will be returned to you by mail.
 - **Should the cost to repair or clean be greater than \$500, the renting party will be responsible for the additional costs.**

Set up:

- **Access** – to the facility will be granted at 10AM, however it is important to let the venue manager know what time you need access.. The premises must be left in as good condition and repair as found at the beginning of the rental period. Rental periods end at midnight, unless approved in advance, in writing.
- All items must be removed from the facility one hour following the conclusion of the function. Should your breakdown time exceed this hour, an overtime charge of \$250.00 per hour will be assessed. This total is due at the end of the night.
- **Decorations** – Except with the prior written consent of Manchester Music Hall, renter shall not (a) cause or permit the facilities to be injured, marred, or in any manner defaced or changed, (b) place any nails, hooks, tacks, screws, staples, stickers, tape, or other fasteners into any part of the facility; (c) place or permit to be placed any signs on walls in any part of the facility. No decorations such as posters, pictures, or banners are to be installed

inside or out. In addition, absolutely no confetti, glitter, real or faux flower petals or loose décor item is permitted.

- Open flame candles must be enclosed. Sparklers are permitted outside and the client must provide adequate receptacles and disposal of the use thereof.
- No Fog or smoke machines are permitted

Parking:

- Is permitted on site for renting party and their guests. All vehicles are to be removed from the lot by no later than 10 AM on the following day. Manchester Music Hall is not responsible for damage or theft while in said parking lots. There is not an additional charge to use these lots, however if Valet services are desired, it is the responsibility of the renting party to secure this service and pay any associated fees. MMH employees will be granted spots in our lots.

Food, Beverage, & other Vendors:

- **Alcohol** - Manchester Music Hall is the exclusive provider of alcoholic beverages on the property. All alcoholic beverages must be purchased from the venue, and must remain on property at the conclusion of the event. *Please see the Bar pricing page for options, packages, and terms.*
- **Food** – Manchester Music Hall does not have an exclusive caterer. All vendors providing food and/or non-alcoholic beverages must be approved by the venue managers at signing. All food vendors must provide a copy of their Kentucky Business License, their food handlers cards, and a copy of their Certificate of Insurance listing Manchester Music Hall as the additional insured.
- **Other vendors** – Manchester Music Hall has a working relationship of preferred vendors who all have a long history of working in the event industry and a great track record ask us if you need some. Any vendor chosen by the renting party, whether on the preferred vendor list or not, are at the sole discretion of the renting party. Manchester Music Hall does not guarantee service, pricing, offerings, or quality from any vendor selected and cannot be held liable for vendor's services.
- **Rental items** - must be picked up no later than 10AM on the next business day from the event date. Please confirm with the venue manager as to when vendors will be dropping off and picking up items being used for your events.

Facility Use:

- **Compliance:** Renter agrees that any use of Manchester Music Hall facilities will comply with all statutes, ordinances, rules, and regulations issued by Federal, State, and municipal governments, including all rules of the Fayette County Urban Government.
- Renter agrees Not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute hazard. ● Smoking of any cigarettes, cigars, e-cigarettes, pipes or usage of any other tobacco product is expressly forbidden inside Manchester Music Hall.

Responsibility and Indemnity:

- The conduct of all guests, participants, and spectators while on Manchester Music Hall property shall be the responsibility of the renter. The renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property on Manchester Music Hall grounds. Renter shall release,

indemnify, keep and save harmless, Manchester Music Hall, its agents, officers, and employees from any and all responsibility or liability for any and all damages or injury or any kind of nature whatever (including death) to all persons, whether agents or employees of renter or persons attending the events/functions for which the premises have been leased and to all the property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the renter of the premises. The provisions of this section shall include any and all losses, damage, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees. Renter agrees to abide by the directions, instructions, or other actions undertaken by security or Manchester Music Hall personnel during the term of the preparation for and during the actual event in its entirety.

- **Insurance** – depending on the event type, additional insurance may be requested by Manchester Music Hall. It will be the sole responsibility of the renting party to obtain and pay for such additional insurance. A copy of the policy, listing Manchester Music Hall as additional insured, must be presented prior to the event date to Manchester Music Hall to keep on file.
- **Transfer** – Renter shall not transfer or assign its rights hereunder without obtaining in writing from both the renter and Manchester Music Hall. Any addendum or changes to the terms of this agreement must be made in and signed by both the renter and Manchester Music Hall.
- **Cancellation** – Notification of cancellation must be made in writing, and acknowledgement of receipt sent in return. Deposits are non-refundable. Should your event be canceled for any reason the following charges will apply;
 - Six months prior to the event date, 25% of total remaining balance is due
 - Five months – three months prior to the event date, 50% of total remaining balance is due
 - Three months or less prior to the event date, 100% of total remaining balance is due
- **Force Majeure** – Manchester Music Hall shall not be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of Manchester Music Hall. Such circumstances include without limitation; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Manchester Music Hall's reasonable control. Written notice of a failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, in good faith and when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist and Manchester Music shall waive any and all cancellation fees or compensation payable to Manchester Music Hall in connection with the rescheduling and will apply the Deposit to the rescheduled event.
- **Pricing confirmation** – this pricing is valid for 30 days after the contract is requested. After that date, if no contract is signed, Manchester Music Hall reserves the right to book the date, and or raise the rental price and offerings.

Client Signature Name, Print Date

Manchester Music Hall Representative

Deposit

Amount/Type Final Payment Amount/Due Date

Bar Package Selected _____
Total Amount Due
Rental Rates

The following rental rates are valid for 30 days. Any events not confirmed are subject to change, increase in rental price, and availability.

Manchester Music Hall has a fire capacity of:

- 1,100 persons for standing room/cocktail style events
- 500 persons for a seated event (main room only)
- 700 persons for a seated event (front room and main room)
- Or 750 Persons Seated total

The pricing given are for use of the facility, parking lots, bathrooms, prep area, green rooms, front room, main room, VIP area, and any other area deemed part of the contract.

At absolutely NO time are any renters or guests allowed behind or in our bars, office, or storage areas.

Any bar items, beverages, and/or alcohol will be an additional fee (see rates sheet). A beverage minimum will be set based on your guest count. If this minimum is not met, the total balance will be due at the conclusion of the event and is the sole responsibility of the renting party to pay.

Renting Party is responsible for booking and costs of any tables, chairs, catering, floral, rental, photography, entertainment, and any other item desired or required by the renting party.

Any stage, sound, or light requirements are to go through Manchester Music Hall's in house sound company. Use of this equipment will be per event, and any additional equipment needed will be at the expense of the renting party.

Events are not to exceed the capacity listed above.

Venue Manager reserves the right to stop all events and private functions which exceed the fire-marshall capacity.

Public, ticketed events such as concerts, shows, festivals, and more may not permit more than 1,000 guests in the building at a time. Door security will allow entrance for additional guests, as space permits, in a one-in, one-out fashion.

Absolutely NO alcohol is allowed from in the building that has not been purchased from Manchester Music Hall.

Bar Pricing & Options

All alcoholic beverages are to be purchased from and supplied by Manchester Music Hall, in accordance with the state and city A.B.C. laws and regulations.

_____ House Host Bar (House brand liquor, choice of 2 bottle beers, choice of 2 house wines) \$15/pp/ph

OR can have hosted bar with credit card kept on file. Will charge at the end of evening of the event.

A \$150 set up fee will apply to all event rentals, this fee covers the bar set up for the event. There is a \$125.00 charge per bartender needed for your event (one bartender per 100 guests) and a \$250 for the sound tech, if sound/lights are requested.

Beverage Selections: _____

Bar packages are charged per person, per hour - on a whole hour basis.

All bar sales will end 30 minutes prior to the conclusion of the event, as regulated by the A.B.C.

All alcoholic beverages must stay on site, and any alcohol remaining after the event conclusion is to remain on premise and becomes property of Manchester Music Hall.

Anyone consuming alcohol must be 21 years of age with valid ID, Manchester Music Hall reserves the right to ask for proper identification from anyone. Proper forms of ID are a personal identification card, military license, driver's licenses, birth certificate, and passport.

Anyone violating regulated alcohol policies, drinking underage, bringing in outside alcoholic beverages, and/or anyone who seems intoxicated will be removed from the premises immediately.

Manchester Music Hall encourages everyone to drink responsibly.

I, _____, have read and understand the alcohol pricing, rules, and regulations in conjunction to renting the facility. I know that any remaining balance for all bar services is due at the conclusion of the event, by check or card.

Client Signature Date



Commonwealth of Kentucky

CONTRACT

Document Number:	PON2	540	2400005392	Version: 1
Record Date:				
Document Description:	Supplemental CTE Funds			
Cited Authority:	FAP111-44-00 Memorandum of Agreement			
Reason for Modification:				

Issuer Contact:	
Name:	Lea Lewis
Phone:	502-564-4286
E-mail:	LeaAnn.Lewis@education.ky.gov

Vendor Name:	Vendor No.:	KY0035310
WOODFORD COUNTY BOARD OF EDUCATION	Vendor Contact Name:	Shane Smith
330 PISGAH PIKE	Phone:	859-879-4600
VERSAILLES	E-mail:	shane.smith@woodford.kyschools.us
KY 40383		

Effective From: 2024-07-01 **Effective To:** 2025-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Career & Technical Education Funds	\$0.000000	\$550,958.00	\$550,958.00

Extended Description:
 E7562 E431 Munis 106L
 Effective start date July 1, 2024; expiration date June 30, 2025

The BOE shall operate local CTE programs and assume all operational responsibility for the center and/or programs. The BOE agrees to provide and maintain the facilities and to utilize the facility for CTE programs in accordance with KRS 157.069.

Half of tentative allocation will be released upon submission of a term one (1) attend hour report to OCTE, via email with verification of accuracy, by November 2024. No changes to data shall be made until December 1, 2024. Final payment will be released after May 1, 2025 but is contingent upon receipt of third quarter MUNIS project report by April 25, 2025.

Shipping Information:	Billing Information:
KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW	KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW
Frankfort KY 40601	Frankfort KY 40601

TOTAL CONTRACT AMOUNT	\$550,958.00
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**Memorandum of Agreement Terms and Conditions
Revised January 2023**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION (“the Commonwealth” or “KDE”) and the Woodford County of Education (“the Contractor” or “BOE”) to establish an agreement for use of funds appropriated, in House Bill (HB) 6 (2024), to provide supplemental funds for Career and Technical Education (CTE) pathways in Kentucky public high schools and local CTE centers. The initial MOA is effective from July 1, 2024 through June 30, 2025.

Scope of Services:

The BOE shall operate local CTE programs and assume all operational responsibility for the center and/or programs. The BOE agrees to provide and maintain the facilities and to utilize the facility for CTE programs in accordance with KRS 157.069.

Deliverables:

The BOE will offer high quality CTE that meets the federal requirements of Perkins V and 705 KAR 4:231 General Program Standards for Career and Technical Education Programs.

Pricing:

Description	Amount
0100-Salaries	
0200-Employee Benefit	
0300-Purchased Professional & Technical Services	
0400-Purchased Property Services	
0500-Other Purchased Services	
0600-Supplies & Materials	
0700-Property	
0800-Miscellaneous (instructional field trips)	
Total	

Half of tentative allocation will be released upon submission of a term one (1) attend hour report to OCTE, via email with verification of accuracy, by November 2024. No changes to data shall be made until December 1, 2024. Final payment will be released after May 1, 2025 but is contingent upon receipt of third quarter MUNIS project report by April 25, 2025.

Any unencumbered funds at the close of the contract period must be returned to the Kentucky Department of Education with the submission of the final MUNIS report. This contract authorizes funding for the contract period based upon availability of funds.

**Kentucky Department of Education
Terms and Conditions**

Discrimination

The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating

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thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Requirement for Reporting to Kentucky Teachers Retirement System

Please note that, if any bidder to this solicitation is a current retiree of the Kentucky Teachers Retirement System (“KTRS”), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a potential bidder proposes to use such individuals to perform the work, the bidder is strongly encouraged to check with KTRS to determine what requirements apply, before submitting a response. The KTRS help desk number is 800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status during the life of any contract awarded.

508 Compliance

Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Contractor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the contractor's products or services may be covered by that act. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Contractor will use the W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq) (NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

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Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor, Associate Commissioner, and to the KDE Office for whom I perform work under the contract with KDE.

The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

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The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<https://technology.ky.gov/OCISO/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates cloud computing services”), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student’s parent. The contractor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Funding

This contract authorizes funding for the contract period based upon the availability of funds.

The Kentucky Department of Education reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

ASSIGNMENT OF COPYRIGHT

Whereas, the Contractor may create, contribute to the creation, and/or have ownership interest in certain original works of authorship created pursuant to the terms of this contract;

And whereas, the Kentucky Department of Education (“KDE”) desires to acquire the entire interest of the Contractor in the original works of authorship created pursuant to the terms of

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this contract, and any copyrightable material which may be created pursuant to the terms of this contract;

Now therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Contractor, hereby irrevocably assigns and transfers to KDE, its legal representatives, successors and assigns, all right, title, interest, and ownership in the original works of authorship and any copyrightable material which may be created pursuant to the terms of this contract, including copyrights, copyright registrations, and the right to procure United States and foreign copyrights registrations thereon, together with the right to prepare derivative works in all media, including current and yet to be developed electronic media, secure renewals, reissues, and extensions of any such copyright registrations, including in any foreign county, and the right to publicly display and make copies of the original works of authorship or derivative works in all media and forms of expression and communication now known or later developed, which interests and rights shall be held to the full end of the term for which such copyrights or any extension thereof is or may be granted.

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Memorandum of Agreement Standard Terms and Conditions
Revised April 2024

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

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

3.00 Cancellation Clause

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

4.00 Funding Out Provision

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

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

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

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

7.00 Violation of tax and employment laws

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

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

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

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

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

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

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

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

1st Party:

_____	Director, Div. of Budgets & Financial Management
Signature	Title
Karen Wirth	_____
Printed Name	Date

2nd Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Other Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Approved as to form and legality:

Approved in eMARS

 Kentucky Department of Education
 Attorney

Applicable for federal funds:

Unique Entity Identifier (UEI) Number: _____
 Must be registered in the System for Award Management system.

Include Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$30,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

SAM CAGE Code _____

Linkage Agreement

Aspire Day School

A RECOVERY CENTER OF KENTUCKY, LLC COMPANY

This Linkage Agreement ("Agreement") is entered into as of 6/20/2024 ("Effective Date"), by and between Recovery Center of Kentucky, LLC dba Aspire Day School ("ADS"), with its principal office located at 330 Evergreen Rd, Louisville, KY 40243, and Bourbon County Schools (hereinafter referred to as "school district") with its principal office located at (address).

1: Purpose

1.1 The purpose of this linkage agreement is to establish a collaborative relationship between Recovery Center of Kentucky, LLC dba Aspire Day School (ADS) and the "school district" in Kentucky. This agreement is designed to facilitate the referral and provision of appropriate services for students referred by the aforementioned school or school district. This Agreement delineates the process by which the parties will collaborate in referring and providing appropriate services to promote the healthy behavioral development of students with complex behavioral problems that are too severe to be managed in a traditional classroom setting. ADS is a specialized Day Treatment Program with an educational component that provides comprehensive Behavioral Health Services ("BHSO"). Moreover, this agreement aims to fulfill the requirements set forth by Kentucky Administrative Regulations, specifically Title 907 KAR Chapter 15 Regulation 020, which outlines the need for mental health service providers to establish written agreements with local education authorities to ensure coordination and integration of services, particularly in relation to Individualized Education Programs (IEPs) or Section 504 plans, as mandated by federal laws such as the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act. Aspire Day School began providing services to your students in August of 2022.

Aspire Day School is nationally accredited as a Day Treatment facility by the Commission of the Accreditation of Rehabilitation Facilities (CARF), licensed by the Kentucky Office of the Inspector General as a Behavioral Health Service Organization, and credentialed to provide these medically necessary services through the Managed Care Organizations that comprise the State Medicaid program.

2: Terms of Agreement

2.1 Designated Onsite Personnel

- a. The designated onsite person at Aspire Day School will be Jenifer Brown, Director of Education for Aspire Day School.
- b. The designated onsite person at the local school or School District will be (school contact).

2.2 Responsibilities During Enrollment

- a. Aspire Day School (ADS) will provide Certified Special Education Teachers, Licensed Therapists, Paraeducators, and Behavior Modification Techniques to deliver daily therapy and education services to the referred students.
- b. ADS will conduct a transition meeting with the local school and its designee, the parents or legal guardians, therapists, and the Director of Education and/or its designee at the time of referral and again at the time of discharge.
- c. ADS will communicate with the home school or district throughout the student's stay and make all educational and therapy records available at the school district's request.
- d. Upon admission, ADS will secure copies of all Individualized Education Plans (IEPs) and 504 Plans and collaborate with the client's home school district to ensure all Individualized Education Plans (IEPs) and 504 Plans are obtained, reviewed, and updated as necessary to best serve each student's unique needs.

ADS will employ a variety of approved educational testing mechanisms to assess students' needs. ADS utilizes NWEA MAP testing three times a year to monitor student progress. ADS will provide the data from these assessments upon discharge from the program. Upon admission into the program, each student will be academically assessed by a certified teacher to establish personalized student goals.

2.3 National Accreditation

- a. ADS will obtain national educational accreditation within two years of this agreement.

2.4 Communication and Collaboration

a. ADS and the School district will establish a system of communication between teachers, district staff, and the program to share information and mutually address the needs and goals of the program participants. These meetings shall be called Child and Family Team meetings (CFT). ADS must hold CFT meetings at least once monthly to update the school on the student's progress and provide notice of the treatment progress or declination.

b. ADS will comply with all applicable federal, state, and city rules and regulations regarding health, safety, compulsory attendance, and emergency procedures and report incidents and accidents to the district as necessary.

c. ADS will periodically report its enrollment to the DPP (Department of Pupil Services) throughout the year to ensure that youth are appropriately accounted for and meeting compulsory attendance requirements. ADS will also report truancy issues to the appropriate authorities.

2.5 Planning and Evaluation

a. ADS and the school or district will hold a planning session at the beginning of the school year to establish mutual goals and plans.

b. ADS will schedule quarterly progress meetings to establish a process of program monitoring.

c. ADS and the school or district will meet at the end of the year to review and evaluate the partnership/linkage.

3: Governing Law

3.1 This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any disputes arising under or in connection with this agreement shall be subject to the jurisdiction of the courts of Kentucky.

Signatories

Dr. Warrick Darby-Stewart, CEO, The Recovery Center USA

School contact name, Superintendent, school name

Date

Date

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: 7/15/24 DATE:

TOPIC/TITLE: WeVideo Contract

PRESENTER: Josh Rayburn

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

BACKGROUND INFORMATION:

The board approves all contracts

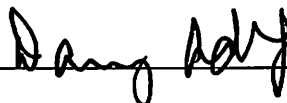
SUMMARY OF MAJOR ELEMENTS:

WeVideo is an online video editing software that we use at the Middle School and other projects throughout for students.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





6/28/2024 1:20:55

quote number: WVS1504266

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price quote/proposal

Date: 6/28/2024

Quote Expires: 12/31/2024

remit payment to

WeVideo Inc.
P.O. Box 103175
Pasadena, CA 91189-3175
Fax: 408-819-9441
po@wevideo.com

customer information:

The Kentucky Department of Education - Woodford County Schools
330 Pisgah Pk
Versailles, Kentucky 40383
Josh Rayburn
josh.rayburn@woodford.kyschools.us
CTO

WeVideo Contact:
Andreea Negrea
Andreea@wevideo.com
Phone: +16508521649

Notes:
WeVideo Renewal 2024 - 2025

The Kentucky Department of Education - Woodford County Schools is presented with the following WeVideo for Schools subscription price proposal. With this agreement, The Kentucky Department of Education - Woodford County Schools is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, The Kentucky Department of Education - Woodford County Schools receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by The Kentucky Department of Education - Woodford County Schools below:

Table with 4 columns: Product/Description, Total Extended Price, etc. Row 1: 250 users, WeVideo for Schools Annual Subscription, \$2,198.20

Subtotal \$2,198.20

Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption Tax (exempt?)

Quote is valid for terms as stated above and below

All prices in United States Dollars (\$)

Total \$2,198.20

SECTION I - term length and subscription term discount options (CHECK ONE):

- [] Purchase 12 months from 08/15/2024 to 08/14/2025 prepaid prepay: \$2,198.20
[] Purchase 24 months from 08/15/2024 to 08/14/2026 prepaid prepay: \$4,396.40
[] Purchase 36 months from 08/15/2024 to 08/14/2027 prepaid prepay: \$6,594.60

SECTION II - is a purchase order required to send an invoice to The Kentucky Department of Education - Woodford County Schools (CHECK ONE):

- [] Yes, a school/district PO is required to invoice our school or district. Please return a copy of your PO with this signed quote.
[] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)



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quote number: WVS1504266

page 2 of 2

price quote/proposal page 2 of 2

School/District The Kentucky Department of Education - Woodford County Schools

Contact Josh Rayburn

Quote Expires 12/31/2024

P.O. Box 103175

Pasadena, CA 91189-3175

Fax: 408-819-9441 / Email: po@wevideo.com

Andreea Negrea Andreea@wevideo.com Phone: +16508521649

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name _____

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name _____

Admin/owner Last Name _____

Admin/owner Email _____

Job title/role _____

Phone Number _____

BILLING INFORMATION

Accounts Payable Contact First Name _____

Accounts Payable Contact Last Name _____

Accounts Payable Email _____

Accounts Payable Phone Number _____

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____ Date _____

Print Name _____

Print Title _____

MEMORANDUM OF UNDERSTANDING BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND
SITE PROVIDER

THIS AGREEMENT is made and entered on this ____ day of _____, 2024, by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDS" and _____ the Site Provider, hereinafter referred to as "SP". THIS AGREEMENT is administered by **KENTUCKY SAFE DRIVER**, hereinafter referred to as "KSD". THIS AGREEMENT is in reference to the Kentucky Graduated Licensing Program as mandated by the Kentucky House Bill 400, of 1996.

THIS AGREEMENT shall become effective for a twenty four month period commencing on August 1, 2024, and terminating on July 31, 2026.

WITNESSETH

The parties have deemed it appropriate and necessary that KYTCDL utilize the services of SP for the use of facilities in the distribution of classroom instruction associated with the Kentucky Graduated Licensing Program. A Memorandum of Understanding is an appropriate and proper mechanism for implementing the required services. This agreement is hereby made and entered into by KYTCDL and SP as follows:

SECTION I: Responsibilities of Site Provider

The SP shall be responsible for the following:

1. Provide a list of dates when classrooms are not available.
2. Provide access to a classroom that is equipped with computer, laptop, projector, and sound system. If the classroom does not have the listed items, then have the accommodations in the classroom to allow KSD to bring our own and setup the needed equipment in order for us to teach the course.
3. Provide adequate seating to accommodate up to 26 students attending the class.
4. Make reasonable efforts to ensure that heating / cooling is provided and working properly for the duration of the class time scheduled.
5. Provide access to the classroom, appropriate lighting and directional information for participants taking the classes.
6. Provide access to restrooms and furnish required necessitates for use.
7. Provide a facility that is ADA compliant.
8. Provide and keep all Emergency Procedures up to date with KSD.
9. Keep all contact information up to date by contacting KSD at:

106 C St. James Court
Frankfort, KY 40601
Office: (502) 699-2295
Email: information@kentuckysafedriver.org

SECTION II: Responsibilities of KSD

KSD shall be responsible for the following:

1. Provide classroom instructor for each class.
2. Provide course material.
3. Provide Certificate of Liability Insurance (by request only).

SECTION III: Responsibilities of KYTCDL

KYTCDL shall be responsible for the following:

1. Maintaining communication with KSD regarding individual's eligibility to attend the classes.

CANCELLATION CLAUSE

Either party may cancel the contract at any time for cause or may cancel without cause with a 90-day written notice.

By signing the Memorandum of Understanding, each party represents it is fully authorized to enter into this Memorandum of Understanding, accepts the terms, responsibilities, obligations, and limitations of this Memorandum of Understanding, and agrees to be bound thereto to the fullest extent allowed by law.

SITE PROVIDER

KENTUCKY SAFE DRIVER

(Signature, Title)

(Signature, Title)

(Print Name)

(Print Name)

(Date)

(Date)

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

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

TOPIC/TITLE: Early Learning Bus Contract Modification

PRESENTER: Shane Smith

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Attached for approval is a contract modification for the Early Learning Bus grant. The contract increase the grant award from \$100K to \$125K.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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



Commonwealth of Kentucky

CONTRACT MODIFICATION

Document Number: PON2 540 2400001945 **Version:** 2

Record Date:

Document Description: WOODFORD CO EARLY LEARNING BUS_ARP ESSER

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: Modification 1
May 22, 2024
Original Contract Amount: \$100,000.00
Amount of Increase/Decrease: \$25,000.00
Total Contract Amount: \$125,000.00

The modification is to provide additional funding for materials and supplies to expand services to communities and families.

Issuer Contact:

Name: Leesa Unger
Phone: 502-564-1979
E-mail: LEESA.UNGER@education.ky.gov

Vendor Name: WOODFORD COUNTY BOARD OF EDUCATION
330 PISGAH PIKE
VERSAILLES KY 40383

Vendor No.: KY0035310

Vendor Contact
Name: Shane Smith
Phone: 859-879-4600
E-mail: shane.smith@woodford.kyschools.us

Effective From: 2024-02-20 **Effective To:** 2026-01-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		WOODFORD CO EARLY LEARNING BUS_ARP ESSER	\$0.000000	\$125,000.00	\$125,000.00

Extended Description:

Contract Period: February 20, 2024 - January 31, 2026

MUNIS#: 473GN CFDA#: 84.425U PR Award#: S425U210026

\$50,000 Pass-through#: 4300007-21 Summer Enrichment Accounting Template: EARPP1
\$50,000 Pass-through#: 4300006-21 Afterschool Programs Accounting Template: EARPQ1

Scope of Services: The Office of Special Education and Early Learning team utilized the competitive grant process to provide funding support to assist 18 school districts across the state in turning a school bus into a mobile classroom to offer learning opportunities after school and during the summer for preschool students. The community and families therein will gain awareness of the significance of early childhood education, and caregivers will gain information on available resources and support programs. The buses will provide resources to help the districts locate, identify, and evaluate children who would be eligible for preschool.

Method of Payment: Quarterly reimbursement. The Contractor will submit a MUNIS report consistent with the approved budget and the Kentucky Department of Education District Expense Report. The request must be broken down 50% EARPP1 Summer Enrichment and 50% EARPQ1 Afterschool Programs. A final invoice must be submitted within 60 days of the contract expiration date. Services after September 30, 2024 is contingent upon approval of the Kentucky Department of Education s American Rescue Plan Act Elementary and Secondary School Emergency Relief Liquidation Extension Application by the U.S. Department of Education.

Shipping Information:	Billing Information:
KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601

TOTAL CONTRACT AMOUNT	\$125,000.00
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Modification 1

May 22, 2024

Original Contract Amount: \$100,000.00

Amount of Increase/Decrease: \$25,000.00

Total Contract Amount: \$125,000.00

The modification is to provide additional funding for materials and supplies to expand services to communities and families.

Memorandum of Agreement Terms and Conditions
Revised January 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION (“the Commonwealth”) and Woodford County Board of Education (“the Contractor”) to establish an agreement to provide Extended Learning Opportunities with the Early Learning Bus. The initial MOA is effective from February 20, 2024 through ~~SEPTEMBER 30, 2024~~ January 31, 2026.

Scope of Services:

The Office of Special Education and Early Learning team utilized the competitive grant process to provide funding support to assist 18 school districts across the state in turning a school bus into a mobile classroom to offer learning opportunities after school and during the summer for preschool students. The community and families therein will gain awareness of the significance of early childhood education, and caregivers will gain information on available resources and support programs. The buses will provide resources to help the districts locate, identify, and evaluate children who would be eligible for preschool.

Goals/Deliverables:

The mobile classroom will provide the following:

1. Mobile, high-quality learning opportunities for preschool-aged children
2. Regularly scheduled stops throughout the community providing services to preschool-aged children
3. Scheduled after-school and summer learning opportunities throughout the community
4. Convenient preschool screening opportunities, which will help in the early identification of areas of concern
5. Developmentally appropriate, standards-driven activities, which will be informed by screening results, taught to students and shared with families at early learning bus stop locations
6. Family education on the importance of early learning, teachable moments through developmentally appropriate lessons, coaching, support systems, and resources
7. Community Engagement (partnering with public libraries, food pantries, Cabinet for Health and Family Services, and local health departments)

This early learning bus project will:

- *Increase preschool enrollment
- *Increase the number of students ready for kindergarten as measured by Kindergarten Readiness Brigance Screening Scores, classroom level assessments, and behavior data
- *Grow and develop support for caregiver groups by providing resources as measured by caregiver/family surveys

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- *Increase family and community engagement as measured by participation numbers at the designated bus destinations
- *Improve early identification of students needing referral to special education as measured by Child Find screenings, thus reducing the number of students inappropriately identified for special education services
- *Improve student behavior (i.e., reduce the number of students identified with challenging behaviors) because of social-emotional learning activities delivered in mobile settings, as documented in lesson plan goals

Reporting or Measurable:

- Preschool enrollment data for engaged districts
- Early Learning Profile and School Report Card
- Kindergarten screen scores
- Caregiver/family surveys
- Number of students participating in learning experiences
- Comparison of attendance rates/bus stop location to optimize family and community engagement
- Child Find data
- Lesson plans
- Child assessments based on instruction
- Behavior data

Pricing:

Services after September 30, 2024 is contingent upon approval of the Kentucky Department of Education's American Rescue Plan Act Elementary and Secondary School Emergency Relief Liquidation Extension Application by the U.S. Department of Education.

Munis Code	Description	Amount Budgeted
0113	Administration fee (13.72%)-fee for the fiscal agent	\$13,720
0697	Bus wrap-approximate cost to cover the outside of the bus and install.	\$15,000
0739	Generator installation/power: diesel generator (or lithium-ion battery), 12 volt fuse box, inverter, fuses, breakers, clamps, switches, transfer switch, electrical cable, plugs, mounting hardware, bus modification 14/2 and 12v wiring. The generator and installation is needed to power the bus when the engine is not running on the bus.	\$25,000
0697	Coolant hoses 60 feet: Bus mechanic said the coolant lines need to be replaced on the bus.	\$200
0697	0697 Awning: Approximate cost to purchase and install an awning for the outside of the bus for shade and outdoor play during the summer months.	\$2,500
0697	2 roof top air conditioners that mount on the top of the bus and installation: These are needed for cooling the bus while in use during the hot months.	\$3,600
0697	Counters: Metal Brackets x 4: to put on the underside of Flip top counters, 48" butcher block counters, 72" butcher block counter. Supplies to build and install flip top counters on the mobile	\$1,000

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	classroom to have space to work with parents and conference. Flip top to save on space.	
0697	RV stabilizers: To stabilize the bus when kids are on there to prevent it from shaking.	\$500
0697	Building Materials: Screws, glue, caulk, plywood, drawer pulls, drawer slides, laminate panels, lumber, hinges, plexiglass, polyurethane, sandpaper, edge banding, insulation and misc. building supplies for storage of supplies and storage of electrical equipment, and layout to make the bus safe for kids and safe while driving.	\$15,000
0693	Flooring- New Rubber Flooring and glue: The floor of the bus would be covered to give a new appearance and for ease of cleaning.	\$2,500
0695	Lighting: Ceiling strip lighting is needed inside the bus for the mobile classroom.	\$500
0697	Metal Paint, Rustoleum, Brushes: The interior of the bus needs to be painted to a cool, calming color.	\$300
0695	Foldable Table, 4 Chairs, 4 stools: We need a table and chairs for the outdoor area for parent meetings. The Stools would be inside on the flip top counters.	\$375
0646	DIAL 4 kit: Need to purchase a new kit for developmental screenings 3 and 4 year olds.	\$900
0610	Preschool Centers (see other budget form): developmentally appropriate materials and furniture for the mobile classroom for 3- and 4-year-olds.	\$13,642
0610	Contingency to cover the cost of unexpected expenses	\$5,263
0650	WiFi for bus: Router, antenna, cellular antenna, magnetic mount, car power adapter, power/data cable (10 ft), Husky PRO series (4 LTE, 4 Wifi, GPS) antenna, installation, misc materials (see quote). To install wifi on the bus to help assist with on-site registration for preschool.	\$4000
0610	3 Rugs: 4x6 rugs	\$500
0113(?)	Administration fee (13.72%)-fee for the fiscal agent	\$3430
0646	AEPS-3 kit: assessment and curriculum to go along with the mobile preschool program.	\$565
0610	Additional materials for centers: items added for developmentally appropriate centers/materials for mobile preschool classroom	\$1600
0610	Shipping costs that weren't account for when originally planned the budget	\$1000

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0610	Outdoor rug: 10x14 for outdoor space for outdoor activities and sitting area for adults and children	\$300
0650	Portable scanner for registration purposes when onsite with families	\$300
0697	Additional building materials for interior of mobile preschool classroom	\$1000
0695	Additional 4 foldable chairs for adults	\$150
0610	Office supplies for the bus operations and screenings	\$750
0610	Plastic bags for parent info and materials for ELB and stickers for the outside of the bags	\$300
0131	Payroll salary for bus driver through 9/30/24	\$5855
0697	Additional funds for the bus wrap	\$5000
0610	Foldable picnic table/benches and umbrella for children for outdoor activities while using the ELB	\$250
	TOTAL:	\$100,000 \$125,000

Method of Payment:

Quarterly reimbursement. The Contractor will submit a MUNIS report consistent with the approved budget and the Kentucky Department of Education District Expense Report. The request must be broken down 50% EARPP1 Summer Enrichment and 50% EARPQ1 Afterschool Programs. A final invoice must be submitted within 60 days of the contract expiration date.

Remit all invoices, bills, or requests for payment to: Leesa Unger, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Boulevard– 5th Floor, Frankfort, KY 40601, or email to: leesa.unger@education.ky.gov.

**Kentucky Department of Education Terms and Conditions
Revised October 10, 2023**

Discrimination

The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

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Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Requirement for Reporting to Kentucky Teachers Retirement System

Please note that, if any bidder to this solicitation is a current retiree of the Kentucky Teachers Retirement System (“KTRS”), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a potential bidder proposes to use such individuals to perform the work, the bidder is strongly encouraged to check with KTRS to determine what requirements apply, before submitting a response. The KTRS help desk number is 800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status during the life of any contract awarded.

508 Compliance

Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Contractor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the contractor's products or services may be covered by that act. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Contractor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

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An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually identifiable health information as defined in 45 C.F.R. sec. 160.013, except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, the Kentucky Attorney General, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor, Associate Commissioner, and to the KDE Office for whom I perform work under the contract with KDE.

The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<https://technology.ky.gov/OCISO/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Student Data Security

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Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates cloud computing services”), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student’s parent. The contractor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

**Federal Terms and Conditions
Revised March 20, 2023**

The Contractor must comply with the following:

Shall be registered in the System for Award Management and maintain and active registration.

Shall have a Unique Entity Identifier (UEI) Number through the System for Award Management.

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards under 2 CFR PART 200 and the Education Department General Administrative Regulations (EDGAR) in 34 CFR PARTS 76, 77, 81 and 82 as applicable.

Property Standards under 2 CFR 200.310-200.316.

Procurement Standards under 2 CFR 200.318 – 2 CFR 200.327.

Uniform Guidance Subpart F—Audit Requirements

____ The subrecipient must provide the Kentucky Department of Education with documentation of compliance with audit requirements as required by the Uniform Guidance 2 CFR 200.500-200.507 Cost Principles, Audit, and Administrative Requirements for Federal Awards.

*Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)1, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, “Audit Requirements,” except when it elects to have a program specific audit conducted.

*Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity’s fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report (2 CFR § 200.334).

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*Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SFSAC: Data Collection Form electronically to the Federal Audit Clearinghouse at: <https://facides.census.gov/Account/Login.aspx>.

Federal Funding Accountability and Transparency Act Compliance

For agreements that include Federal funds, the Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Unique Entity Identifier (UEI) identifier number with SAM.gov if the amount of Federal funds awarded to the Contractor is \$30,000 or more. The Second Party must disclose to KDE the names of the top five executives and total compensation to each, if:

*More than 80% of the Second Party's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than \$25,000,000 annually, and

*Compensation information is not already available to the public.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes

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or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall provide a written explanation to the Kentucky Department of Education.

Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 84, , for grantees, as defined at 34 CFR Part 84, Sections 84.605 through 84.670 –

A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code):

Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.605 through 84.670 :

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Specific Conditions for Disclosing Federal Funding in Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

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Memorandum of Agreement Standard Terms and Conditions
Revised January 2023

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

2.00 EEO Requirements

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

3.00 Cancellation Clause

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

4.00 Funding Out Provision

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

5.00 Reduction in Contract Worker Hours

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

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

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

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

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

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

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

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

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

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

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

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

1st Party:

_____	Director, Div. of Budgets & Financial Management
Signature	Title
Karen Wirth	_____
Printed Name	Date

2nd Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Other Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Approved as to form and legality:

Approved in eMARS

 Kentucky Department of Education
 Attorney

Applicable for federal funds:

Unique Entity Identifier (UEI) Number: _____
 Must be registered in the System for Award Management system.

Include Unique Entity Identifier (UEI) Number if the amount of Federal funds awarded to the Second Party is \$30,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

SAM CAGE Code _____