

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII G **DATE:** September 23, 2024

TOPIC/TITLE: Approve 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:

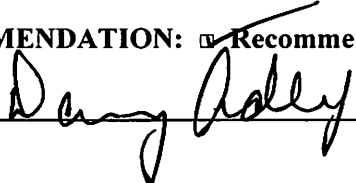
SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Preschool Program Assessment Portal (AEPSi); Data Sharing Agreement (Magic School); Additional Internet Coverage (Metronet); Employee Assistance Program (Inova); Additional Services (CDWG/Google); eOS System (LifeReady Schools); Option 7 (CKEC).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** 9/12/24

TOPIC/TITLE: AEPSi agreement for Preschool SY 24-25 *KJ*

PRESENTER: Kim Johnson

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
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- 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: None

SUMMARY OF MAJOR ELEMENTS: WC Preschool Program is using the AEPS-3 continuous evaluation system to assess the students in our program, pursuant to 704 KAR 3:410 Section 6 (18). The preschool program would like to add access to the AEPSi for all the preschool teachers and students in the program. The online assessment portal would allow the teachers to enter the assessment info collected, house data for each child, provide real-time, richly detailed reports for teachers and parents, and provide info for developmental and IEP goals for students to work on.

IMPACT ON RESOURCES: AEPSi would be paid out of preschool funds (135L).

TIMETABLE FOR FURTHER REVIEW OR ACTION: Approval as soon as possible so teachers could start using it this fall of 2024.

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

_____ *Kim Johnson*
Kim Johnson

AEPSi Annual Subscription Account Setup

Home » AEPSi Annual Subscription Account Setup

Please fill out the following form completely. All requested information must be supplied before we can set up your AEPSi annual subscription.

NOTE: You *must* have a pending AEPSi Subscription order number to complete this form.

AEPSi Order Info

AEPSi Order Number (e.g. Purchase Order, Web Confirmation, Invoice)* *

AEPSi Annual Subscription Service Requested *

Subscription Service



Unsure about which account type to select? Review the features of each account here.

Account Details

Account Country *

Country



Account Name *

Account Address Line 1 *

Account Address Line 2

Account City *

Account Zip/Postal Code *

Account Phone Number *

Subscription Administrator Details

The Subscription Account Administrator designated below will be the individual to receive the initial welcome/login email to set up your program's AEPsi annual subscription. This person can set up other users and designate roles (including other Account Administrators), as well as set up program information, and child profiles, etc.

Subscription Administrator Name *

Subscription Administrator Phone *

Email *

Choose Your Subscription Start Date!

AEPsi annual subscriptions may only start on the 1st, 5th, 10th, 15th, 20th, or 25th of any given month. If you select a start date that falls on a weekend or holiday, access will be granted the following business day. **Same day startups are not possible.** Please select an applicable **FUTURE** start date for your subscription.

Subscription Start Date *

Month



Set a Maximum Child Seat Limit (optional)

You may choose to set a maximum limit on the number of Child Seats that can be active in your account at one time. Archived Child Records are not included in the total count. You can adjust the limit at any time on your AEPsi Account Details page. If you'd like to set a maximum now, please enter the number below or opt out of a limit.

Choose Limit *



Set limit or opt out

Terms and Conditions

By checking here and submitting this form, I certify that I understand: *

AEPSi Child Seats are billed annually in arrears based on actual program seat usage at the end of the subscription year. The annual Child Seat usage statement may vary and will be billed according to the actual number of Child Seats used at the applicable tiered per-Seat rate for each Child Seat used. This usage fee is separate, and above and beyond, the annual subscription service fee.

By checking here and submitting this form, I certify that I understand:* *

AEPSi is an "opt-out" subscription, meaning this subscription will automatically renew each year unless the customer informs vendor (Brookes Publishing) of intent to cancel prior to the start of a new subscription year. AEPSi Annual Subscription fees are invoiced each year in advance and are payable prior to your subscription renewal date. Customers will receive a renewal invoice notice via USPS mail approximately 90-days prior to the end of the annual subscription period.

Electronic Signature and Job Title *

Please type your name and job title. Typing your name here constitutes your signature and agreement to begin your annual AEPSi subscription with the details provided herein and subject to the Terms & Conditions.

Comments and Questions

Do you have any additional comments or info you'd like to share?

Security Check

 I'm not a robot

reCAPTCHA
Privacy - Terms

Submit

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: Magic School Data Sharing Agreement

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 including Data Sharing Agreements

SUMMARY OF MAJOR ELEMENTS:

This data sharing agreement is different than our normal data sharing agreement and we are accepting the terms of the company as our data sharing agreement. The board will need to approve it so we can continue using this program. At this time, schools are only using the free version. In the future, if a school/district purchases it, we will be able to share data with the company for student use.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

STUDENT DATA PRIVACY ADDENDUM

This Student Data Privacy Addendum (“**Addendum**”) supplements our [Terms of Service](#) for an Educational Institution customer (“**Customer**”) that makes the Magic Student features and services (“**Services**”) available to Students for use in an educational setting. Capitalized terms that are not defined in this Addendum have the meaning set out in our Terms of Service.

If MagicSchool.ai (“**Provider**”) and Customer have agreed in writing to separate terms reasonably equivalent to this Addendum, then the parties agree that those terms will apply instead of this Addendum.

The purpose of this Addendum is to establish Provider’s and Customer’s respective obligations and duties in order to protect personally identifiable student information and comply with applicable laws and regulations such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations.

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of Addendum.** The purpose of this Addendum is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA (34 CFR § 99.31(a)(1)). Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order to perform the Services described herein, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “A”**.
3. **Definitions.** The definition of terms used in this Addendum is found in **Exhibit “B”**. In the event of a conflict, definitions used in this Addendum shall prevail over terms used in any other writing, including, but not limited to any Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of Customer.** All Student Data transmitted to Provider pursuant to this Addendum is and will continue to be the property of and under the control of Customer. Provider further acknowledges and agrees that all copies of such Student Data transmitted to Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Addendum in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Addendum, shall remain the exclusive property of Customer. For the purposes of FERPA, Provider shall be considered a School Official, under the control and direction of Customer as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** To the extent required by law Customer shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for Customer to respond to a parent or student, whichever is sooner) to Customer's request for Student Data in a student's records held by Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts Provider to review any of the Student Data accessed pursuant to the Services, Provider shall refer the parent or individual to Customer, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by Provider, Provider shall, at the request of Customer, transfer, or provide a mechanism for Customer to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by Provider pursuant to the Services, Provider shall notify Customer in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform Customer of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for Provider in order for Provider to provide the Services pursuant to this Addendum, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Addendum.

ARTICLE III: DUTIES OF CUSTOMER

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

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** and/or otherwise authorized under the statutes referred to herein this Addendum or other applicable laws.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and subprocessors who have access to Student Data to comply with all applicable provisions of this Addendum with respect to the Student Data shared under the Addendum. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or subprocessor with access to Student Data pursuant to the Addendum.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the Customer or this Addendum. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of Provider pursuant to this Addendum. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Customer or other governmental agencies in conducting research and other studies; and (2) research and development of Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this Addendum or any request by Customer to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior notice has been given to Customer of such disclosure. Prior to publishing any document that names the Customer explicitly or indirectly, Provider shall obtain the Customer's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the Customer, Provider shall dispose of or provide a mechanism for the Customer to download or store Student Data obtained under this Addendum within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this Addendum, if no written request from the Customer is received, Provider shall dispose of all Student Data at the earliest of (a) Provider's standard destruction schedule; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to Customer. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or Customer employees; or (iii) to notify account holders about new education product updates,

features, or services or from otherwise using Student Data as permitted in this Addendum and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the Customer, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the Customer with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, Provider will allow the Customer to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the Customer. Provider will cooperate reasonably with the Customer and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of Provider and/or delivery of Services to students and/or Customer, and shall provide reasonable access to Provider's facilities, staff, agents and Customer's Student Data and all records pertaining to Provider, Customer and delivery of Services to the Customer. Failure to reasonably cooperate shall be deemed a material breach of the Addendum.
3. **Data Security.** Provider agrees to utilize adequate and appropriate administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by Provider Provider shall provide notification to Customer within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by Provider and as it becomes available:
 - i. The name and contact information of the reporting Customer subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a summary of said written incident response plan.
- (4) Customer shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from Customer's use of the Service, Provider shall cooperate with Customer to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this Addendum, they may do so by mutual written consent. Either party may terminate this Addendum and any service agreement or contract if the other party breaches any terms of this Addendum.
2. **Effect of Termination Survival**. If the Addendum is terminated, Provider shall destroy all of Customer's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This Addendum shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this Addendum. This Addendum, together with any attachments, constitutes the entire Data Sharing Agreement between the Parties and supersedes all prior agreements, understandings, and writings with respect to the subject matter hereof.
4. **Entire Agreement**. This Addendum, including all attachments, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This Addendum may be amended and the observance of any provision of this Addendum may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this Addendum that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Addendum, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Addendum or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR BOULDER COUNTY, COLORADO FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This Addendum is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that Provider sells, merges, or otherwise disposes of its business to a successor during the term of this Addendum, Provider shall provide written notice to the Customer no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the Addendum and any obligations with respect to Student Data within the Addendum. The Customer has the authority to terminate the Addendum if it disapproves of the successor to whom Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this Addendum, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data -Please specify: <i>Content created from student prompts using generative artificial intelligence (AI) technology</i>	X
Transcript	Student course grades	
	Student course data	

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "B" **DEFINITIONS**

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

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

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

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

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

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

School Official: For the purposes of this Addendum and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the MagicSchool.ai [Terms of Service](#).

Student Data: Student Data includes any data, whether gathered by Provider or provided by Customer or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes “personally identifiable information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this Addendum, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit “B”** is confirmed to be collected or processed by Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

Subprocessor: For the purposes of this Addendum, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than Customer or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

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

Third Party: The term “Third Party” means a Provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this Addendum, the term “Third Party” when used to indicate Provider of digital educational software or services is replaced by the term “Provider.”

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: Metronet

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.

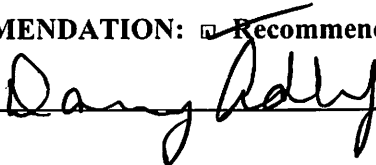
SUMMARY OF MAJOR ELEMENTS:

This contract is an additional contract during the short period of time we have an additional site needing internet. Once all of the moves and the internet is no longer needed at the building, we will no longer have this additional cost. This will only increase the monthly cost temporarily, until the BOE office connectivity is no longer needed. At such time to cost for the BOE WAN site (330 Pisgah) goes away.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



Date: 9/6/2024

Business Agreement

If Agreement is not executed, pricing will expire on: 10/31/2024
 Paperwork Prepared By: Chris DeVine

Customer Name	WOODFORD COUNTY SCHOOL DISTRICT - NEW HIGH SCHOOL LOCATION	Subscriber ID	
Physical Address	145 School House Road Versailles, KY 40383	Billing Address	Woodford County School District 330 Pisgah Pike Versailles, KY 40383
Primary Contact: Josh Rayburn	Contact to Receive Metronet Text Alerts:		
Primary Contact Number: 859-879-4617	Contact Phone Number:		
Primary Contact Email: josh.rayburn@woodford.kyschools.us	Contact Email Address:		

Referring Customer:	Referring Customer Subscriber ID:
Referring Partner:	

Service Agreement Term: 60 month(s)

Ethernet Services

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from Headend: Woodford County Board of Education Building to: New High School Building at: 145 School House Road, Versailles, KY 40383.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	-- Performance Monitoring	Complete service level insights for end-to-end network performance visibility.	Included	\$0.00	\$0.00

Monthly Net Total: \$800.00

Terms & Conditions

By signing this Business Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Business Agreement, and all Metronet terms and conditions applicable to the services that are referenced herein, including our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum ("Business"), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW"), Letters of Authorization, and any other terms and conditions that govern the services specifically included in this Business Agreement (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at www.metronet.com/terms-conditions and constitutes the entire agreement between Customer and Metronet with respect to the Services.

Signature:
Title:
Date:

Customer Name	WOODFORD COUNTY SCHOOL DISTRICT - NEW HIGH SCHOOL LOCATION
Subscriber ID	
Physical Address	145 School House Road, Versailles, KY 40383

Explanation Of Work To Be Done

Note: If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

This is a new 10Gb WAN Service for the New High School Edge Site location at: 145 School House Road. This is an add-on agreement to the existing Wide Area Network (WAN) Service provided by Metronet. 60-month term will run coterminous with the existing E-Rate agreement set in place effective July 1, 2024. At the new High School location Metronet will provide an Accedian LT Network Element Device (or equivalent) to provide a 10 Gbps fiber optic handoff to the LAN. Metronet will utilize new Woodford County School District owned conduit available at the Public Right of Way (ROW) for the fiber path entrance to the new High School. Quantities and design for equipment and fiber deliverables are subject to change pending the site survey at the new High School building location.

Day of Service Installation

Metronet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to you.

DMARC (ONT)

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

Customer Phone Vendor / Cut Sheet

Phone Vendor Name:	Self
Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")	

Compliance with Law and Regulations; Usage Policies and Prohibitions

By using any Service, you agree to comply with all applicable laws and regulations, including but not limited to any law or regulation related to call recording or monitoring. Our unlimited long distance plan and other plans where you receive a number of long distance minutes without charge are limited to calls within the 50 United States, Canada and US Territories. Toll-free, trunking, dialing outside of the 50 United States, Canada and US Territories, and call center usages are not included in unlimited or free minutes. In addition to any restrictions of use set forth in our AUPP, you may not use the phone service for any of the following: (i) autodialing, mass communications, spamming, or continuous or excessive calling/texting or call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing or solicitations including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities, including, but not limited to, unlawful robocalls and/or robotexts; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage, or (vii) uses without live dialog, such as transcription services, intercom or monitoring services. You may not resell our phone service or equipment. If, in our sole discretion, you are placing an abnormally high number of calls, repeatedly placing calls of unusually long duration, placing calls that are harmful or disruptive to our network or our supplier's network or service levels, or using in a prohibited manner any of our phone service features or packages, we reserve the right at our discretion, without advance notice, to charge you for your prior usage conducted in a prohibited manner and/or immediately to suspend, terminate, restrict or non renew your phone service or require you to subscribe to a different phone service package (such as a metered package) as a requirement of continuing your phone service with us. You agree any applicable long distance rates will be calculated based upon the telephone numbers of the calling and called parties and not necessarily the current physical locations of the calling and called parties.

Changes

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by MetroNet or otherwise delay the provisioning of the Fiber Services to you.

This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.

Name:

Signature:

Date	9/6/2024
Sales Associate	Chris DeVine
Customer	WOODFORD COUNTY SCHOOL DISTRICT - NEW HIGH SCHOOL LOCATION
Subscriber ID	
Address	145 School House Road, Versailles KY 40383

The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.

Primary Contact will be responsible for **setting up the myMetroNetPortal Account**. Anyone logging in to the business's customer portal account will be able to manage the contacts on your account.

Primary Contact will receive (and hereby expressly authorizes MetroNet to send) **transactional and/or relationship messages and notifications regarding install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions via email, text, and phone**. Primary Contact will have ability to **modify this authorization or add/remove additional contacts** in the myMetroNetPortal or by emailing **business-customer-service@metronetinc.com** or calling (855) 769-0936.

Primary Contact will be **responsible for managing contacts** in the myMetroNetPortal to receive Install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions.

911 Multi-Line Telephone Systems Notifications

Per FCC regulations, users of Multi-Line Telephone Systems (MLTS) must designate a contact name, phone number and/or email address that will be notified if a 911 call is placed from one of the users' MLTS phones. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. **If the table below is not completed, the Primary Contact's information will be used by default for all 911 MLTS Notifications.** After your HPBX service is installed, your organization is responsible for managing any changes to your 911 Notification Contact by contacting MetroNet Business Customer Service by email at **business-customer-service@metronetinc.com** or phone at **(855) 769-0936**.

The Contact(s) listed below should be notified if or when a 911 call has been placed from one of my MetroNet HPBX phones. **It is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to keep this Contact List updated.**

911 Dispatchable Location Requirements

The FCC has adopted rules to ensure that "Dispatchable Location" is conveyed with 911 calls to dispatch centers placed over Multi-Line Telephone Systems (MLTS). Dispatchable Location means a location that consists of the validated street address of the calling party, plus additional information such as suite, apartment, or similar information necessary to adequately identify the location of the calling party. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. Before services are installed, you are responsible for providing MetroNet with the Dispatchable Location information associated with your telephone numbers. **After services are installed, you are responsible for updating any changes to your Dispatchable Location information** by contacting Business Customer Service by email **business-customer-service@metronetinc.com** or phone **855-769-0936**.

Primary Contact	Title	Phone	Email
Josh Rayburn	CIO	859-879-4617	josh.rayburn@woodford.kyschools.us
Onsite Contact	Title	Phone	Email
Josh Rayburn		859-879-4600	josh.rayburn@woodford.kyschools.us
Accounts Payable	Title	Phone	Email
Additional Authorized Contacts	Title	Phone	Email
James Tuttle		859-621-1092	james.tuttle@woodford.kyschools.us

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer.

Name:

Signature:

**Addendum
Regarding SERVICE LEVEL AGREEMENT
FOR BUSINESS FIBER WAN SERVICE ONLY
(FOR ETHERNET SERVICES ONLY)**

THIS ADDENDUM (the "Addendum") amends and supplements the MetroNet Advanced Services Agreement, Business Services Agreement or other services agreement (the "Agreement") of the Customer signing below and is dated as of the same date.

All capitalized terms used herein and not otherwise defined in this Addendum will have the meanings set forth in the Agreement.

The following new Section, **Service Level Agreement**, is added to the Terms and Conditions incorporated in the Agreement:

SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS :

(a) Availability. "Availability" is the amount of time MetroNet's Fiber Service is available for use, i.e. not subject to a total loss or interruption of transmission or signal.

(b) Customer Premises. "Customer Premises" is the place at the Customer's location where the MetroNet equipment needed to provision the Fiber Service is installed by MetroNet.

(c) Emergency Maintenance or Repair. "Emergency Maintenance or Repair" is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.

(d) Excluded Outages. "Excluded Outages" are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer's or third party's network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer's end-user's premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and, (ix) during any period when the Customer chooses to delay repair and/or testing to proceed.

(e) Force Majeure. "Force Majeure" events are causes beyond MetroNet's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms, inclement weather of all kinds, storm surges, flooding, hurricanes, earthquakes, or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action, embargo, or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, epidemics,

quarantines, pandemics; insurrections, riots, wars, revolution, insurgencies and other hostilities, or strikes, lockouts, work stoppages or other labor disputes or difficulties, hostile acts of governments, their security and intelligence agencies, and other agents.

(f) Jitter. "Jitter" is the variation in Latency from a MetroNet Gateway to the Customer Premises.

(g) Latency. "Latency" is the time it takes a data packet to travel from a MetroNet Gateway to the Customer Premises.

(h) MetroNet Gateway. "MetroNet Gateway" shall be defined as a test point on MetroNet's network from which availability and performance objectives can be measured.

(i) Off Net. "Off Net" means a service which is licensed by MetroNet from a third party to provide, in whole or in part, a given Fiber Service to a specific Customer or end-user premise or location.

(j) On Net. "On Net" means a Fiber Service provisioned entirely on MetroNet's network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered "On Net" if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

(k) Outage. "Outage" shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal with respect to particular Fiber Service (an "Availability Outage"), or (ii) the Service Elements of a particular Fiber Service do not perform equal to or better than the Performance Objectives stated below (a "Performance Outage").

(l) Packet / Frame Loss. "Packet/Frame Loss" is the percentage of data packets not received at the Customer Premises with respect to data packets transmitted from a MetroNet Gateway to the Customer Premises.

(m) Planned Maintenance or Repair. "Planned Maintenance or Repair" includes network upgrades and repairs, equipment upgrades and repairs, cable upgrades and repairs, and power upgrades and repairs. Supplier will endeavor to provide Customer ten (10) business days' notice for Planned Maintenance, and Customer agrees to accept these notices electronically via email or other electronic means.

2) SERVICE OUTAGE CREDITS :

(a) Fiber Service Availability and Performance Standards shall be measured by averaging performance of the relevant metric over a calendar month. Availability and Performance Standards are only applicable for valid service frames that meet the service specifications of the Fiber Service purchased by the Customer. Examples of invalid service frames for purposes of calculating monthly average Availability and the Performance Standards set forth below include but are not limited to: invalid (improperly marked or malformed) Ethernet frames, traffic in excess of the contracted Fiber Service rate, and excessive broadcast/multicast traffic.

(b) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Availability Service Outage Credits

Business Fiber WAN Service ONLY (99.999% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
00:00:00 – 00:02:00	None

00:02:01 – 00:04:00	5%
00:04:01 – 04:00:00	10%
04:00:01 – 10:00:00	20%
10:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(c) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Table 2: Performance Standard

Business Fiber WAN Service ONLY	
Measured from a MetroNet Gateway to the Customer Premises	
Latency (ms) (one way)	< 8ms per 500 miles
Jitter (ms) (one way)	< 3ms per 500 miles
Packet / Frame Loss (%)	< .01% POP to POP

Table 3: Latency/Jitter/ Packet Loss Service Outage Credits

Business Fiber WAN Service ONLY	
Cumulative Duration of Service Level Failure(s)	Service Outage Credit (% of MRC)
>2 hrs. to 4 hrs.	10%
>4 hrs. to 10 hrs.	20%
>10 hrs. to 12 hrs.	30%
>12 hrs. to 16 hrs.	40%
>16 hrs. to 20 hrs.	50%
>20 hrs. to 24 hrs.	50%
>24 hrs.	100%

(d) A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Standards shall be measured from end-to-end as much as possible within MetroNet’s network; for example, from the Customer premises to the most distant MetroNet Gateway used to provision the Fiber Service. Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section by emailing business-customer-service@metronetinc.com. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. Any credit shall be limited to affected Fiber Service(s) only. For example, if Customer has Fiber Service at several locations, and an Outage affects only one location, any credit shall be based upon the monthly rate charged by MetroNet for the Fiber Service with respect to the one affected location only. By way of further example, if Customer has a Service Level Agreement Addendum for two separate Fiber Services (e.g. Internet and wide area network), an Outage with respect to one Fiber Service will not be deemed an Outage or give rise to an Outage credit with respect to the other. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service

in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

3) RESPONSE AND RESTORATION OBJECTIVES:

(a) Objective measured as an average over one (1) month.

Table 4: Response and Restoration

Business Fiber WAN Service ONLY	
Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Equipment	6 Hours
Mean Time to Restore Services	8 Hours

4) CUSTOMER CONTACT NUMBER IN THE EVENT OF AN OUTAGE:

In the event of an Outage at any time please call **Business Technical Support at (833) 393-6857**.

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).


IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

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

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** 9/4/24

TOPIC/TITLE: Employee Assistance Program (EAP) through Inova

PRESENTER: Oates/Asher 

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- x 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
- x PREVIOUS REVIEW OR ACTION
 - DATE: 7/19/21
 - ACTION: 3 year contract approved

BACKGROUND INFORMATION:

The district has been using Inova services since 2021.

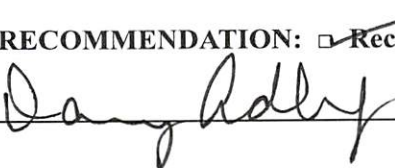
SUMMARY OF MAJOR ELEMENTS:

Inova is an employee assistance program that the provides school staff and families with free, confidential counseling, legal and financial planning, and resources for mental wellness.

IMPACT ON RESOURCES: \$8,775.00 from General Fund

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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



BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

AGREEMENT

This Agreement ("Agreement") is made and entered into as of this 1st day of September 2024 by and between **BOARD OF EDUCATION OF WOODFORD COUNTY** with its principal place of business located at **330 Pisgah Pike Versailles, KY 40383** & Inova Health Care Services dba Inova Employee Assistance, a Virginia non-stock, nonprofit corporation ("IEA"), located at 8095 Innovation Park Drive, Fairfax, VA 22031. WHEREAS, IEA is in the business of providing employee assistance services and certain consultative services to employers; WHEREAS, Client desires for IEA to provide the services identified below for Client and its employees; NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

This Agreement provides the basic terms and conditions for IEA's provision of services to Client. The specific services that the Client has chosen shall be identified in the pricing page of this Agreement. Any future addendums executed by the parties shall be incorporated into this Agreement.

1. Term and Termination

- a) The initial term of this Agreement shall be one (1) year from the Effective Date ("Initial Term"). This Agreement shall automatically renew on an annual basis thereafter, unless terminated earlier as provided below.
- b) This Agreement may be terminated by either party, upon written notice for cause, which shall be defined as a material breach of this Agreement. In the event of a material breach of this Agreement, the non-breaching party shall give written notice to the breaching party identifying the alleged breach of the Agreement and the breaching party shall have sixty (60) working days from the date of notice to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure such breach within the sixty (60) working days period set forth herein, this Agreement may be terminated by the non-breaching party by giving written notice to the breaching party. If the alleged breach is of a nature which cannot reasonably be cured within such thirty-day period, the non-breaching party may establish a reasonable time which fairly considers the nature of the breach, within which the breaching party shall affect the cure. If the breach is not cured within such extended period, this Agreement may be terminated by the non-breaching party by giving written notice to the breaching party.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

- c) This Agreement may not be terminated without cause during the Initial Term. However, during any renewal term, this Agreement may be terminated by either party without cause upon ninety (90) days prior written notice to the other party.
- d) Upon termination of this Agreement, IEA shall return to Client any pre-paid fees representing services to be provided after the date of termination. These returned pre-paid fees will be refunded on an annual, pro rata basis.

2. Eligible Employees

- a) An "Eligible Employee" shall mean an individual who is currently employed by Client. Rates of services and invoicing will be based upon the Eligible Employee count. Inova recognizes all employees who work for the client as eligible, including part-time, full-time, PRN, etc. The Inova program is meant for all employees within an organization.
- b) Upon or immediately after execution of this Agreement, Client shall provide IEA with a current number of Client's Eligible Employees. Initial invoicing amount will be based on the number of employees at the start of the contract.
- c) Client is responsible for providing accurate billing count (total employee number) prior to each billing cycle.
- d) If during the Initial Term or any renewal term, the number of Client's Eligible Employees increases or decreases by 20 employees or more, Client shall notify IEA within thirty (30) days of such change and the date of such change.
- e) Client shall submit the number of Eligible Employee (and updates to it) by e-mailing a total number of eligible employees to the following:

➤ Lynn.VanHorn@inova.org

3. Eligible Participants

An "Eligible Participant" is identified as anyone who lives in the household of the employee and will be eligible for EAP services.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

4. Obligations of Client

Client agrees to:

- a) Designate a Client employee or officer as a liaison to be the main point of contact for communication with IEA. Additional contacts can be assigned by the client for billing or communications purposes.
- b) Distribute to its employees all materials relating to the services to be provided by IEA and assist in promoting awareness of IEA's services to Client's employees/ household members.
- c) Compensate IEA for the services provided under this Agreement in accordance with the terms located here within.
- d) Based on mutual agreement, IEA shall bill Client on a pre-paid, annual, quarterly, or monthly basis and Client shall pay IEA the total amount invoiced within thirty (30) days of the invoice date.
 - i. Client shall pay IEA an amount equal to ten percent (10%) interest per month (or the maximum rate allowed by applicable law, whichever is less) of the invoice amount that remains unpaid for more than sixty (60) days from the date of invoice.

5. Confidentiality

- a) Client shall not disclose, without express written consent of the other party, to any other person, the specific terms of this Agreement. Notwithstanding this paragraph, each party may disclose and discuss the terms of this Agreement with its attorney.
- b) Except as required by law, neither Client nor any Client employee or independent contractor with Client shall disclose, without express prior written consent of IEA, to any person not employed or affiliated with IEA: (a) any confidential records regarding IEA pricing information; and (b) any confidential or proprietary information concerning any matters relating to the business, operations, or future plans of IEA.
- c) The parties recognize that a breach of this Section may result in irreparable damage to the non-breaching party. In the event of such breach, and without limiting the right of the parties to seek any other remedy or relief to which they may be entitled under law or in equity, the parties consent to injunctive relief in favor of the non-breaching party.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

- d) All the provisions of this Section 4 shall survive termination of this Agreement.
- e) Inova EAP is committed to your privacy. Only authorized agents of the "Client" organization will have access to organization specific data. An organization can authorize entities outside of the organization (to include legal counsel, insurance/ benefits brokers etc.) as authorized agents with access to data specifically laid out in a written notice to Inova EAP. Regular updates of authorized agents maybe requested by Inova and Inova will request permission from the organization for access by any party not listed in our records as a representative agent for an organization.

6. *Independent Contractor*

IEA, its employees and agents, shall at all times, be independent contractors and not employees or agents of Client, and shall not hold themselves out as employees or agents of Client. No party shall withhold on behalf of the employees of another, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform the services which are the subject of this Agreement.

IEA is not responsible for the conduct of subcontracted service providers, independent contractors, community referral providers, or any employees or contractors not directly employed by Inova in the provision of services to Eligible Employees and/or their household members. Inova hereby disclaims any and all liability for direct or indirect damages related to or caused directly or indirectly by any such parties.

7. *Limitation of Liability*

IEA's liability to Client, regardless of whether such liability is based on breach of contract, tort, strict liability, negligence, misrepresentation, breach of warranties, failure of essential purpose or otherwise, under this Agreement or with respect to the services provided under this Agreement shall be limited to the amount actually paid by Client to IEA under this Agreement during the (12) months prior to the event giving rise to such cause of action.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

Neither party shall be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

THERE ARE NO PROMISES, WARRANTIES WHETHER WRITTEN OR ORAL, CONDITIONS, COVENANTS, OBLIGATIONS EXPRESSED OR IMPLIED IN LAW, OR UNDERTAKINGS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

8. *Entire Agreement*

This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties.

9. *Severability*

Should any provision(s) of this Agreement be invalid, unlawful, or unenforceable, this shall not affect the validity of any other provision(s) of this Agreement to the Agreement as a whole.

10. *Governing Law/Choice of Forum*

This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia, excluding her choice of law provisions, and it shall be construed in a manner so as to conform to all federal, state, and local laws and regulations. The parties further agree that any action to enforce or construe any provision of this Agreement may be brought only in the Commonwealth of Virginia, notwithstanding the appropriateness of the jurisdiction the courts of any other state.

11. *Compliance with Applicable Laws*

The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities that regulate, license, govern and/or accredit the parties, including, but not limited to, federal, state and local governmental entities.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

In the event there are changes to or clarifications of federal, state, or local statutes, regulations or rules that may materially affect the operations of IEA, including, but not limited to, third-party reimbursement or the tax-exempt status of IEA, the parties agree to examine this Agreement and to renegotiate any applicable provisions to accommodate the changes in the law. If the parties fail to reach an agreement after good faith attempts to renegotiate the applicable provisions, IEA may terminate this Agreement upon thirty (30) days written notice.

12. Counterparts

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

13. Headings

Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

14. Waiver

No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

15. No Third Party Beneficiaries

This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

16. Force Majeure

Neither party shall be deemed in breach or default of this Agreement or any provision hereunder to the extent that any delay or failure in the performance of its obligations results from an act of God or public enemy, terrorism, civil unrest, fire, flood, earthquake or unusually severe weather beyond its reasonable control and without its fault or negligence.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

EAP Services

➤ **Counseling**

EAP Counseling Services shall include an initial telephonic or virtual assessment. IEA will make sole decision for referral to an Inova EAP provided clinician covered under this contract for EAP short term counseling. If deemed necessary Eligible Participants shall be referred to community based private or public agencies, services or professionals (Outside of the Inova EAP coverage under this contract) for non- EAP counseling or services. Decisions concerning such referrals shall be made by IEA in its sole discretion. IEA shall in no way be responsible for any community-based Counseling or other services or any costs, expenses or fees incurred by those employees for these services. IEA shall so inform Eligible Employees and/or their household members prior to any referrals.

The session model of maximum provided number of short-term counseling sessions per issue will reflect the Client's chosen session model described here within. Per issue is defined as independent participant issues that are not similar or directly related to one another.

IEA will also provide 24/7/365 phone, email, and virtual chat access to all eligible participants.

Our EAP serves both employees who voluntarily seek services as well as those referred to the EAP formally by their supervisors. Inova will provide case management for supervisor-referred employees. A formal management referral consists of a manager submitting a written request that IEA provide an employee with appropriate services. Inova is not responsible for enforcement of a Client's employee policy nor will it mandate an employee seek assistance if directed by a supervisor.

IEA can not guarantee the participation of a counseling provider with the participant's insurance. Referrals are based on timely availability and providers ability to address the participant's presenting issue/s.

Counseling Services may be accessed via these two manners:

- 1) The Eligible Employee or household member may contact IEA directly and request consultation.
- 2) The Client shall determine that it is appropriate for an Eligible Employee to utilize IEA's services. In such instances, the Client shall call IEA to discuss the reason for the referral and to arrange a referral. IEA is not responsible for making initial contact with Eligible Employees to arrange services, nor is it responsible for contacting employees who fail to return IEA's telephone calls

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

➤ **EAP Counseling Age Restrictions**

Individual EAP sessions will not be offered to minors under the age of 8 (i.e., EAP sessions are available, when appropriate, to anyone who is 8 and older).

Where clinically appropriate, and with parental involvement and consent, the EAP may offer a clinical assessment to minors who are aged 8 and above to determine counseling appropriateness and advised clinical pathway. This assessment constitutes the first session of the benefit. Following this assessment, the minor may be offered EAP sessions or referral to other clinical services.

➤ **Work Life Services**

IEA will provide a full suite of Work Life Services as a resource for eligible participants. Services will be sourced and referred back to the requesting participant in a timely fashion.

A referral by Inova to a Community Resource provider, Work Life Service Resource is not a recommendation or representation by Inova regarding the standards, quality, competence or adequacy of such Provider, its agents or facilities. The decision as to whether to contract with a Child Care, Adult/Elder Care or Daily Living provider. Daily living services are classified as any work life referral service which falls outside of childcare, elder care, legal or financial. These services include relocation services, housing, pet sitting, travel and several other concierge work life services. Provider will rest solely with the Participant or the Participants, as the case may be, who have the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ any such Provider. Inova is not compensated for providing referrals to any of the above-referenced service providers.

Eligible Employees and/or their household members shall be referred to private or public agencies, services or professionals (“Outside Services”) in IEA’s sole discretion. IEA, its subcontractors and the Client shall in no way be responsible for the Outside Services or any costs, expenses or fees incurred by Eligible Participants referred to Outside Services.

IEA is not responsible for either personal or work based email system’s failure to deliver IEA requested information due to spam/ junk filters, email limiting parameters or incorrect email provision by participant. IEA is limited in its response to the participant based on the participants preferred means of communication established at the initial intake. No other means of information follow up are allowed unless specifically authorized by the participant.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

Legal Services

IEA can provide the client's employees one free in-office or 30-min telephone legal consultation per legal issue each year. Employees will access the nationwide legal network by calling a toll-free number.

IEA will also provide preventive legal advice and counsel. Exclusions include legal action against an employer or any employer-provided benefit, such as health insurance; preparing, completing or filing tax returns; disputes between plan members and their union or labor management trust fund; outside business related matters; duplication of services previously claimed in relation to the same matter; citizens' disputes, such as class action lawsuits or any legal proceeding in which the plan member is entitled to legal representation or reimbursement for cost thereof, from any source other than this agreement whether or not the plan member perfects or exercises this right. Labor attorneys are not represented in the referral network.

Financial Assistance

IEA's financial referral service provides toll-free phone access to intake counselors who are equipped to answer a wide variety of common money management and credit questions. The counselors will supplement a call by mailing, e-mailing, or faxing relevant materials.

➤ **Account Management and Marketing/Promotion**

IEA will provide on-going account management, and program implementation. In addition, IEA will also provide marketing materials and employee communication.

On-Site Services

IEA will make every effort to provide an onsite professional for requests for onsite services. Geographical location, provider expertise availability, timeframe and date of delivery as well as domestic or global disruptions to accessible providers might prevent IEA from guaranteeing an onsite provider on the date/s or location requested.

- Employee Orientation Sessions- Each session will typically be about 30 minutes in length along with Q&A session for employees. Limited virtual sessions may be included. Onsite sessions will incur a cost.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

- Trainings/ Wellness Services- IEA can provide various trainings and seminars for employees and supervisors. The availability of these trainings will be based on current training catalog provided by the account manager. Trainings and Wellness Services are an additional cost.
- Critical Incident Debriefings- Inova can provide formal intervention of critical incidents, trauma, and crisis, and can provide formal intervention in response to a workplace crisis or trauma. Debriefings require a 2-hour minimum.
 - Provider assignment is 48 hours following initial request. Typical provision of debriefing is >72 hours following critical incident taking place.

➤ ***Training On-Site or Virtual Services Terms and Conditions***

Customer Requests Timelines:

- Provide a minimum of four (4) weeks' notice for standard learning event requests.
- Provide a minimum of six (6) weeks' notice for customized learning event requests.
- Provide a training room and equipment (i.e. Laptop, LCD projector, flip chart, etc.) for an onsite learning event. Please notify us if this requirement cannot be met.
- Ensure the learning event announcement gets circulated to potential participants well in advance to allow for participation.
- Print and provide handouts to all expected participants for onsite learning events.
- Provide participants with the pre-work learning material, if applicable, should a customized learning event include pre-work content as a part of the training.
- Agree not to record, broadcast, webcast or otherwise transmit the session to any additional audience without prior written consent.
- Provide notification to your EAP provider upon requesting a session(s) of security clearance requirements or other documentation required for providers to be given access to the customer's workplace.

IEA Timeline for on-site/ virtual learning events:

- Three (3) weeks prior to the session, provide a learning event announcement flyer.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

- Five (5) business days prior to the session, provide final confirmation of the facilitator (with contact details and profile).
- Three (3) business days prior to the session our facilitator will contact the local point of contact to introduce themselves and discuss logistics for the day.
- Five (5) days after the session an attendee report and satisfaction survey will be provided.

➤ ***Cancellation Policies***

Cancellation and Rescheduling

Once the learning event is confirmed – we will allow one date change at no charge as follows:

- Standard Trainings - 3 weeks prior to the originally scheduled delivery date
- Customized Trainings – 5 weeks prior to the originally scheduled delivery date. Thereafter, an additional 50% of the value of the service(s) scheduled or 50% of the total bank of hours for the services scheduled will be charged for each date change.
- Cancellation more than seven (7) business days before the learning event date(s) is at no charge.
- Cancellation within three (3) to seven (7) business days of the learning event date(s) is subject to 50% of the value of the service(s) scheduled or 50% of the total bank of hours for the services scheduled
- Cancellation within two (2) business days of the learning event date(s) is subject to 100% of the value of the service(s) scheduled or 100% of bank of hours for the services scheduled.
- All cancellations will incur the full reimbursement charge of non-refundable pre-agreed travel expenses and pre-agreed preparation hours (if applicable)
- All cancellations of customized learning events after the customized content has been developed will incur full cost of the development, customization and translation fees.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

Travel and After Hours Sessions

- An additional 25% of the session fee or the equivalent of one bank of hour will be charged for sessions delivered outside standard business hours – Monday to Friday before 8am and after 6pm, as well as weekends.
- Travel is charged based on time and mileage for sessions more than 30 miles from Inova HQ in Falls Church, VA for most on-site events. Events scheduled in the continental US (outside of Metro DC Area) will be assessed travel fees as appropriate.

Conditions and Use of Materials

- All content and materials provided are the property of Inova Health System. They may not be copied, reproduced, republished, uploaded to a server, posted, transmitted, archived, modified, sold, or distributed in any way, except that the customer may download one copy of the participant documentation provided by your EAP provider on any single computer

➤ **Promotional Campaign**

IEA will provide a wide range of promotional materials to promote the EAP and the services it provides. Distribution of all materials is the responsibility of the Client.

All promotional materials for small groups (under 100 EE's) clients will be provided solely in electronic format.

Marketing materials for open enrollment will be provided within 14 business days of going live with Inova.

➤ **Program Utilization Reports**

Program Utilization Reports will be delivered to the client on a quarterly basis. All information is presented so as to protect the confidentiality of all EAP participants. For clients under 50 employees, these reports will not be provided as this would jeopardize employee confidentiality.

BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP AGREEMENT

➤ **Program Pricing**

Service	Quantity	Cost	Bank of Hours
<i>Session Model, Short Term EAP Counseling</i>	<i>6 Sessions</i>	<i>\$1.25 Per Employee Per Month (pricing based on 585 EEs)</i>	
<i>24/7/365 Live Call Center Access</i>	<i>Unlimited</i>	<i>included</i>	
<i>Work Life Services</i>	<i>Unlimited</i>	<i>included</i>	
<i>Program Marketing</i>	<i>Ongoing</i>	<i>included</i>	
<i>Account Management</i>	<i>Ongoing</i>	<i>included</i>	
<i>Program Orientations</i>		<i>\$350/HR plus travel if applicable</i>	
<i>On-site or virtual health and wellness trainings, health fairs and seminars.</i>		<i>\$450/HR plus travel if applicable</i>	
<i>Critical Incident Response (CISD)</i>		<i>\$350/HR plus travel if applicable</i>	<i>2 Hour Minimum</i>
Additional Services			
Total Program Per Year Cost		\$1.25 PEPM	

***Bank of Time Hours- Client may pre-pay for EAP Services hours. Bank of Time hours will correlate directly to the minimum time required for the delivery of the service. Hours will not carry over and any unused hours will be forfeited at the end of the Contracting Term. Renewal of bank of hours for all subsequent renewal periods is automatic.*

***The above rates are billed annually for clients under 100 EEs.*

**BOARD OF EDUCATION OF WOODFORD COUNTY- Inova EAP
AGREEMENT**

***Inova reserves the right to alter the rates above beyond the initial term of this agreement*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

INOVA EMPLOYEE ASSISTANCE

**BOARD OF EDUCATION OF
WOODFORD COUNTY**

By: _____

By: _____

Name: Brian Petz

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: CDWG/Google- Additional Services

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

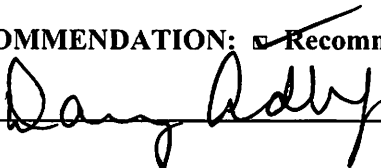
SUMMARY OF MAJOR ELEMENTS:

This is to purchase 10 licenses for the paid subscription of Google Gemini. We will use these licenses for individuals needing additional services beyond the free version that can attach to their account and provide them with the power of AI to make their workflow more efficient. This is protected behind our firewall and does not train other AI machines with our data that is shared which protects the district.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





CDW Customer Service Order Form

Google Workspace for Education

Seller CDW Government LLC

Seller Address 200 N. Milwaukee Avenue, Vernon Hills, IL 60061

Customer Woodford County School District (KY)

Subscription Term Start Date Upon Service Activation

NAME	PRICE	QTY	SUBTOTAL
Google Gemini Education Premium - Annual	\$324.00	10	\$3,240.00
Total			\$3,240.00

Google Workspace Add-On Products/Services	Licensed Quantity	Subscription Term	Monthly Service Fee Per User	Total Monthly Service Fee*
		Monthly	\$	\$

Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees** \$ _____

*The Total Monthly Service Fee for Google Voice is an estimate only and is based on the licensed quantity set forth in the table above. Seller will invoice Customer based on the actual quantity of licenses used in the month at the Monthly Service Fee Per User rate specified above.

**These are estimate monthly taxes and fees only. These taxes and fees may vary based on Customer's geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.

Customer Technical Contact josh.rayburn@woodford.kyschools.us

Phone Number

Email address josh.rayburn@woodford.kyschools.us

Off-Domain Email Address

Google App Domain woodford.kyschools.us

NCES ID (If applicable) 2106000

Order Type (If applicable)

Subscription Term Fee Total: \$\$\$3,240.00

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement, which shall be identified on Sellers' ordering documents.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. CANCELLATION POLICY FOR GOOGLE VOICE – To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty (60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.

6. NON-CANCELLABLE/NON-REFUNDABLE – Except as set forth above for the Google Voice services, the Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

7. GOOGLE REQUIRED TERMS:

- (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.
- (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
- (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
- (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
- (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
- (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE

(If not signing electronically, please sign, print your name and date below)

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: LifeReady Schools

PRESENTER: Josh Rayburn

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- DATE:
- ACTION:

BACKGROUND INFORMATION:

The board is required to approve all contracts.

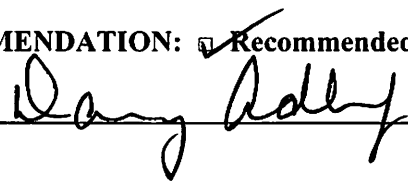
SUMMARY OF MAJOR ELEMENTS:

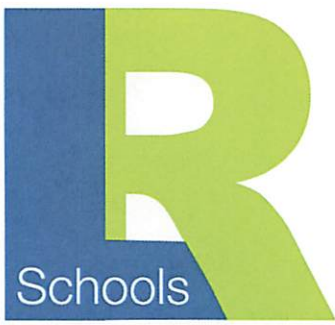
The eOS system will be implemented at the high school as a way to monitor student tardies, hall passes, and behaviors. This system is the same system that is in place at the middle school. Having the same system will allow families a shared view between the platform related to their students. The contract also provides the insurance certificate for Life Ready Schools. The total reflected on the policy does not apply to Woodford.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





Life Ready Schools LLC

424 Lewis Hargett Cir. B-100
Lexington, KY 40503

859.338.1717

LifeReadySchools.com

TERMS / INVOICE / QUOTE SHEET

Billing Contract

School/District: Woodford County Public Schools
 Billing Contact: Joshua Rayburn / Chris Obryan
 Tax Exempt #: _____
 Phone: (859) 879-4630
 Email: chris.obryan@woodford.kyschools.us
 Billing Address: 180 FRANKFORT ST
 City: Lexington
 State/Province : KY Country: USA
 Postal Code: 40514

Terms of Sales Order

Effective Date: August 2024 - July 2025
 Sales Order #: _____
 Client PO Number: _____
 Terms: 1 Full School Year

Life Ready Schools LLC District Vendor Info

Vendor #: _____
 EIN #: 83-1609928 State ID: _____
 Other Info: _____

Pricing Questions For:

School/District	# of Sites	Price Per Site	Software Service Being Purchased	Annual Cost
Woodford County HS	1	\$5,000	Subscription to eOS for 1 year (+400 Stu)	\$5,000
			Discount	-\$1,000
			(+ Sales Tax if Applicable) Sub-Total:	\$4,000
			Total Order Value (USD):	\$4,000

PrePaid MultiYear Purchasing Options

2 year cost on annual contracts:	\$10,000	2 Year pre-paid price: 3% off service fee	\$9,700
3 year cost on annual contracts:	\$15,000	3 Year pre-paid price: 5% off service fee	\$14,250

To receive savings of multiyear agreement, client will be invoiced upon receipt of signed agreement. Client agrees to prepay all annual fees in a single payment prior to Life Ready Schools' training and setup.



LIFE READY SCHOOLS LLC
SOFTWARE AS A SERVICE AGREEMENT

This **Software As a Service Agreement** (the “Agreement”) is made as of August 22, 2024, (“Effective Date”) between Woodford County High School with principal offices at Woodford County, KY (“Customer”) and Life Ready Schools LLC, a Kentucky limited liability company, with its principal office at Lexington, KY 40503 (“Vendor”).

WHEREAS, Vendor is in the business of supplying software applications and related services to companies in the education industry, including, among other things, the provision of software to aid educators in teaching students;

WHEREAS, Customer is a school that desires the use of Life Ready Schools LLC software application products and services;

WHEREAS, Customer desires to have Vendor provide Cloud Hosting with Vendor providing Installation Qualification (“IQ”) and the Customer retaining responsibility for Operational Qualification (“OQ”) and User Acceptance/Production Qualification (“UAT/PQ”); and,

WHEREAS, Vendor and Customer desire to enter into this Agreement defining their respective rights and responsibilities and memorializing the terms and conditions pursuant to which Vendor will provide to Customer the Services for a fee.

NOW, WHEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

Definitions

- a. **“aaS”** is an acronym for “As A Service” and means the combined hosting and support services provided in this Agreement.
- b. **“aaS Materials”** shall mean the written materials relating to the operation and use of the Vendor Software including, but not limited to, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Vendor Software provided as part of the Service, and any other materials prepared in connection with any Vendor Software modification, correction, or enhancement, and shall include any updated versions of aaS Materials as may be provided by Vendor from time to time (1) in the course of providing the Service; (2) as part of an online tutorials or help files provided with the Service; or (3) in the course of providing web seminars in which Customer or Customer’s Users enroll.
- c. **“Application Support Services”** shall mean the support not included in the Product Support Services and defined in the Terms Sheet.
- d. **“Base Components”** means the hardware, software, and hosting environment as specified in the Terms Sheet that Vendor makes available for use by Customer as part of the Service.

- e. **“Cloud Hosting”** means the provision of products and services in a hosted, virtualized environment, accessible via the internet.
- f. **“Vendor Software”** means Vendor proprietary software applications and user interfaces as defined in the Terms Sheet and made available to Customer by Vendor as part of the Service. Vendor Software may contain third-party components licensed to Vendor.
- g. **“Customer Data”** means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the Service or provides in the course of using the Service, excluding identification and other information provided by Customer relative to Customer Users.
- a. **“Electronic Communications”** shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Service.
- a. **“Infrastructure Support Services”** shall mean the support provided by Vendor for the maintenance and stability of the computer hardware and hosting environment provided as part of the Service.
- a. **“Product Support Services”** shall mean the support provided by Vendor to remediate, correct, or abate errors in the out of the box Vendor Software that is provided as part of the Service as defined in the Terms Sheet. Support for customer specific configurations and customizations (if any) are handled by Application Support Services defined in the Terms Sheet.
- b. **“Purchase Order Form(s)”** refers to a Customer document, in either electronic or written form, issued by Customer to confirm Customer’s purchase of the Service. The parties acknowledge and agree that the terms and conditions of any such Purchase Order Form shall not be binding upon the parties or in any way modify, amend, or supersede the terms and conditions of this Agreement.
- c. **“Service”** shall mean the software and infrastructure in a hosted environment provided and maintained by Vendor to which Customer is being granted access under this Agreement via a web site or another designated IP address. Service or Services includes Product Support Services and Application Support Services described in this Agreement.
- d. **“Term”** means any Initial Term and/or Renewal Term as defined in Section 6 of this Agreement.
- e. **“Terms Sheet”** shall mean the first page that is affixed to this Agreement and the terms of the Terms Sheet shall be determinative in the event of any potential conflict or disagreement of any provision of this Agreement.
- f. **“Third Party Products”** means application software products provided by third party vendors, including operating system and application software with which the Vendor Software interfaces and which provides certain functionality essential to the operation of the Vendor Software. Third Party Products are licensed to Vendor for incorporation and use in the hosted environment as part of the Service as set forth in the Statement of Work. For the sake of clarity, the term Third-Party Products does not refer to third-party software components, if any, incorporated into Vendor Software.
- g. p. **“User(s)”** means Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer or on Customer’s behalf.

1. PROVISION OF SERVICES

In consideration of the fees paid by Customer under this Agreement, Vendor agrees to provide Customer access to the Service. Specific components of the Service to be provided to Customer are as outlined in the Terms Sheet affixed hereto.

0. LICENSE GRANTS

Subject to the terms and conditions of this Agreement, Vendor grants to Customer during the Term of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the Service, including the Base Components thereof, (b) display and print Customer Data, and (c) use the aaS Materials solely in connection with the Service, all solely for Customer's own internal business operations, provided such internal business operations shall not include commercial time-sharing, rental, outsourcing, service bureau or similar use. For purpose of this license grant, "Customer" shall include any outsourced or other third-party consultants or similar personnel supporting Customer as part of its typical business practices, acting under Customer's direction and for whom Customer is fully responsible hereunder. Customer acknowledges and agrees that the license granted, for the items listed in the Terms Sheet herein, is not a concurrent user license and that the rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) the maximum number of Users that Customer authorizes to access the Service shall not exceed the number of licenses Customer has been granted, as set forth in the Terms Sheet; (ii) licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who are no longer permitted to access the Service; (iii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service or the aaS Materials available to any third party other than an authorized User; (iv) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service, including without limitation the Vendor Software and or aaS Materials that are provided as a part thereof, or access the Service or aaS Materials in order to build a similar or competitive product or service; (v) Customer shall not create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; (vi) except as expressly stated herein, no part of the Service or aaS Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vii) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Service; (viii) Customer acknowledges and agrees that Vendor or its Third Party Vendors shall own all right, title and interest in and to all intellectual property rights in the Service and the aaS Materials and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the Service or the aaS Materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof; (ix) unauthorized use, resale or commercial exploitation of any part of the Service or aaS Materials in any way is expressly prohibited; (x) Customer does not acquire any rights in the Service or aaS Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Vendor and Third Party Vendors; and (xi) this Agreement is not a

sale and does not convey any rights of ownership in or related to the Service, Vendor Software, Third Party Products, or aaS Materials to Customer.

3. LICENSES FROM CUSTOMER

Subject to the terms and conditions of this Agreement, Customer grants to Vendor and its Third Party Vendors the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (a) Customer Data solely to the extent necessary to provide the Service and aaS Materials to Customer, and (b) any trademarks that Customer provides Vendor for the purpose of including them in Customer's user interface of the Service ("Customer Trademarks"). Customer acknowledges and agrees that Customer Data and information regarding Customer and Customer's Users that is provided to Vendor and its Third Party Vendors in connection with this Agreement may be (a) processed by Vendor and its Third Party Vendors to the extent necessary to provide the Service and (b) transferred outside of the country or any other jurisdiction where Customer and Customer's Users are located. In addition, Customer acknowledges and agrees that it is Customer's obligation to inform Customer's Users and customers of the processing of Customer Data and information regarding Customer and Customer's Users pursuant to this Agreement and to ensure that such Users and customers have given any necessary consent to such processing as required by all applicable data protection legislation. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users. Customer agrees that the license to the Customer Data shall survive termination of this Agreement solely for the purpose of storing backup Customer Data in accordance with the terms of this Agreement.

By providing Customer with the Services, Vendor does not acquire any right, title and/or interest in the content material (including but not limited to text, Customer-provided software, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video, and any data) that Customer makes available for use by Users by means of the Services (collectively "Content"). Customer is solely responsible for all Content.

0. PROPRIETARY RIGHTS

Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Vendor, nothing in the Service, the aaS Materials, or the Agreement shall be construed to confer any license to any of Vendor's (or its third party manufacturer's, author's, developer's, vendor's, and service provider's ("Third Party Vendors"), intellectual property rights, whether by estoppel, implication, or otherwise. All intellectual property of the Software, Service, or Vendor's material are marks of Vendor (the "Vendor Marks"). Customer agrees not to display or use the Vendor marks, or the marks of any Third Party Vendor, in any manner without the owner's express prior written permission. Vendor reserves the right to subcontract any or all services provided hereunder to third parties.

5. LICENSE FEE, TERM AND PAYMENT

The initial term (“Initial Term”) of this Agreement will commence on the Effective Date and will terminate on the anniversary of the Effective Date as identified in the Terms Sheet. Each 12 month period after the Effective Date will be defined as a “Service Year”, e.g. Months 1-12 will constitute Service Year 1 and months 13-24 will constitute Service Year 2, etc.). Following the expiration of the Initial Term, the Agreement shall automatically continue on a month-to-month basis, until such time as either party provides thirty (30) days’ written notice to the other party of its intent to cancel the Agreement. Additionally, the Initial Term may be renewed (a “Renewal Term”) upon mutual agreement of the parties in writing. For the Initial Term Customer shall pay fees as detailed in the Terms Sheet. Invoices shall be due immediately upon receipt and paid within thirty (30) days. In addition to any remedies Vendor may have pursuant to this Agreement or at law for non-payment, delinquency in payment (15 days after net 30 payment terms) may result in a delay or suspension of the right to use the Service. In the event Vendor incurs any costs (including reasonable attorney’s fees) from efforts collecting overdue fees from Customer, Customer agrees to pay such costs. Customer further agrees to pay all foreign, federal, states, and local taxes, if applicable, to Customer’s access to, use, or receipt of the Service.

The charges shown in the Terms Sheet do not include the usage-based backup and storage service fees, which are calculated, reported and charged monthly in arrears. Charges are based on the actual volumes of data backed up in the previous month and volumes retained from previous months.

Pricing for backup services includes restores for the purpose of data recovery only. Data recovery is defined as the restoration of data that has been lost or corrupted due to system crashes, erroneous deletions, or other unplanned events from a recent copy of the data previously backed-up on tape. In the event that a client requests Vendor to restore data for reasons other than data recovery and/or from tapes older than one month, additional charges may apply.

0. TERMS OF SERVICE

6.1. Service Extensions or Updates

Customer further agrees that, unless explicitly stated otherwise, any new features that augment or enhance the Service, and or any new service subsequently purchased by Customer pursuant to an amendment accepted by Vendor referencing this Agreement will be subject to this Agreement.

6.2. Customer Must Have Internet Access

In order to use the Service, Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based Content. Customer must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.

6.3. Email and Notices

Customer agrees to provide Vendor with Customer’s e-mail address (es), and to accept emails (or other Electronic Communications) from Vendor at the e-mail address Customer specifies. Notwithstanding any provision in the Agreement to the contrary, acknowledgement by an officer of Customer is not required with respect to e-mail communications pertaining to the Customer’s routine use of the Service, including without limitation communications relating to the support, maintenance, or the updating of the Service. Customer further agrees the Vendor may provide

any and all required notices including legal notices to Customer through either e-mail (or other electronic transmission), or by mail or express delivery service in accordance with Section 12.

6.4. Passwords, Access, and Notification

Customer may designate up to the number of Users that corresponds to the number of permitted Users set forth in the Terms Sheet. Customer will provide and assign unique password and user names to each authorized User for each license purchased. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and or user names with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Vendor will act as though any Electronic Communications it receives under Customer's passwords, User name, and/or account number will have been sent by Customer. Customer agrees to notify Vendor if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number. The foregoing shall also apply to any Purchase Order Forms submitted by the Customer for further User licenses.

6.5. Customer's Responsibilities

Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer will ensure that any use of the Service by Customer's Users is in accordance with the terms of this Agreement. Customer agree to notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Customer Data. Customer acknowledges and agrees that the Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the Service or information obtained through use of the Service, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

In addition to its responsibilities in this Agreement, Customer is responsible for all Customer responsibilities indicated in the Terms Sheet affixed hereto or entered into pursuant hereto and all

other responsibilities not designated as responsibilities of Vendor.

Customer is solely responsible for obtaining all licenses and permissions necessary related to the Content, including without limitation licenses for any third-party software included in the Content.

Customer shall not resell the Services directly or indirectly to third parties.

6.6. Transmission of Data

Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to Vendor's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by Vendor. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Vendor is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorizations during the transmission of any data whatsoever across networks not owned and/or operated by Vendor.

6.7. Confidential Information

Each party may have access to information that is confidential to the other party ("Confidential Information"). For purposes of this Agreement, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Customer's Confidential Information shall include, but not be limited to, Customer Data. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information, as established by written records. The parties agree to use commercially reasonable efforts not to make each other's Confidential Information available in any form to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Vendor may disclose Customer's Confidential Information to its Third Party Vendors solely to the extent necessary to provide products or services under this Agreement. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "Responding Party") shall first have given sufficient and prompt written notice to the other party of the receipt

of any subpoena or other request for such disclosure, so as to permit such party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If the Responding Party is compelled as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only that part of the Confidential Information as is required by law to be disclosed.

Notwithstanding anything to the contrary in this Agreement, Content is not included in Confidential Information as defined above. To the extent Vendor has any access to Content in the course of providing the Services, Vendor's entire obligation to keep Content confidential is stated in this Section below. Vendor shall not, intentionally (i) access Customer's Content or (ii) disclose Customer's Content to any third party, except to the extent: (a) Customer makes its Content publicly available, (b) as necessary for Vendor to provide, or obtain third-party supplier support for, the Services or to provide information requested by Customer, or (c) as specifically authorized by Customer in writing. Vendor's obligation to protect Content from unauthorized use, access or disclosure is: (i) to provide the Security Services specifically set forth in this Agreement and (ii) maintain and enforce the then-current standard Vendor security policies and standards applicable to the Services as practiced at the service locations from which Vendor is providing the Services to Customer.

The obligations in this Section shall not apply to the recipient of Confidential Information and/or Vendor with respect to Content to the extent disclosure of Confidential Information or Content is required to comply with laws or respond to requests by a regulatory or judicial body and/or as otherwise required for legal process. In the event that any such disclosure is required, the recipient, and/or Vendor with respect to Content, reserves the right to charge the other party on a time-and-materials basis for recipient's/Vendor's reasonable efforts related to its compliance and response, including, if applicable, reasonable attorney's fees.

7. SUSPENSION/TERMINATION

7.1. Suspension for Delinquent Account

Vendor reserves the right to suspend Customer's access and/or use of the Service for any account for which any payment is due but remains unpaid after written notice of such delinquency. Customer agrees that Vendor shall not be liable to Customer, or to any third party, for any suspension of the Service resulting from Customer's non-payment of the fees as described in this Section.

7.2. Suspension for Ongoing Harm

Customer agrees that Vendor may, with reasonably contemporaneous telephonic or electronic mail notice to Customer, suspend Customer's access to the Service if Vendor, in its own discretion, concludes that Customer's use of the Service is causing immediate and ongoing harm to Vendor or others. Customer agrees that Vendor will not be liable to Customer or to any third party for any suspension of the Service under such circumstances as described in this Section.

7.3. In the Event of a Breach

A. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party in the event of a breach of any material obligation under this Agreement, provided

that the alleged breach is not cured during the sixty (60) day notice period. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service.

B. Customer may cancel this Agreement, to be effective at the end of the then current Term, by providing Vendor with at least thirty (30) days' prior written notice

7.4. Handling of Customer Data In the Event of Termination

Customer acknowledges and agrees that following termination of this Agreement, Customer shall return all aaS Materials (except that it may retain a copy for archival purposes or as otherwise provided in this Agreement) to Vendor and Vendor may immediately deactivate Customer's account. Furthermore, unless otherwise agreed-upon by the Parties in writing, Vendor shall remove or overwrite all applicable Content from Vendor's systems following the effective date of termination or cancellation, in accordance with Vendor's standard procedures. Customer shall provide Vendor with reasonable and prompt access to Customer's premises to allow Vendor to retrieve the hardware and software and /or, in accordance with Vendor's instructions, return to Vendor all hardware and software that Vendor has provided to Customer in connection with the Services (other than hardware and software that Customer has purchased from Vendor). In the event that Customer fails to either return the hardware or software, or allow Vendor to retrieve it, within thirty (30) days of the effective date of termination or cancellation, Vendor may charge Customer the then-current fair market value of the hardware and software, and Customer shall be responsible for any costs/damages arising from any breach of Vendor's third-party license agreement. Prior to any such deletion or destruction, however, Vendor shall either (1) grant Customer reasonable access to the Service for the sole purpose of Customer retrieving Customer Data or (2) transfer all Customer Data to other media for delivery to Customer. Customer agrees that Vendor shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that Vendor is in compliance with the terms of this Section. Notwithstanding the foregoing, nothing shall preclude Vendor from maintaining one copy of Customer Data if required by law.

7.5 Handling of Application In the Event of Termination

Customer data, Customer license keys used in hosting and Customer application documentation updated during the hosting period by application support would be returned to the Customer as defined in the Disentanglement section of this Agreement.

8. MODIFICATION/DISCONTINUATION/MAINTENANCE

8.1. Modification to or Discontinuation of the Service

Vendor reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof), provided such modification does not diminish the functionality of the Service to the Customer on which the Customer materially relies. Notwithstanding the foregoing, except for routinely scheduled down time, or as otherwise provided in this Agreement, Vendor shall use commercially reasonable efforts to notify Customer prior to any such modification. Customer acknowledges that Vendor reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that Vendor will not be liable to Customer or any third party for any modification or discontinuance of the Service.

8.2. Modification to Third Party Software and Support Cost

In the event that Vendor incur any increased cost from Third party software licenses or annual support fees during the term of this agreement, Vendor reserves the right to pass these costs onto the Customer.

8.3. Maintenance

In order to perform maintenance, including infrastructure and application upgrades, there will be routinely scheduled down time that will be communicated to Customer by Vendor. Customer shall give Vendor one (1) week notice in the event that such routinely schedule maintenance conflicts with its operations at a critical time. Upon the receipt of such notice, the parties shall work together to find a mutually convenient time to perform such maintenance. Vendor further reserves the right on approximately a quarterly basis to issue new releases in which Vendor adds functionality to the Service. Customer acknowledges that these periodic major releases can take several hours to complete (up to twenty-four hours). The time necessary to provide such periodic releases shall not be counted in any System Availability calculations. Vendor shall consult with the Customer and, unless otherwise agreed upon, shall install such major releases during routinely scheduled down time as set forth above. Customer shall be apprised of software upgrades and or patch releases to the Service; in addition, Vendor shall perform IQ validation with respect thereto, and provide Customer with copies of any applicable validation reports. In the event of a patch release, a full IQ validation may not be undertaken. It shall be the Customer's responsibility to perform any required UAT/PQ validation. In the event that Vendor, in its sole discretion, determines that any unscheduled maintenance is necessary, Vendor will use commercially reasonable efforts to notify Customer as soon as it becomes aware of such need.

9. DISCLAIMER OF WARRANTIES

UNLESS OTHERWISE STATED, VENDOR DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VENDOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 10 BELOW ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR

SUFFICIENT FOR THE CUSTOMER'S PURPOSE.

0. LIMITATIONS OF LIABILITY

10.1 *No Consequential Damages*

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SERVICE, THE USE OF THE SERVICE OR THE INABILITY TO USE SERVICE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 *DIRECT DAMAGE LIMITATIONS*

10.2.1 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VENDOR OR ANY THIRD PARTY VENDORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP.

10.2.2 EXCEPT FOR A FAILURE OF VENDOR TO COMPLY WITH ITS OBLIGATIONS WITH RESPECT TO BACKUP SERVICES, AND SUBJECT TO SECTION 12 BELOW, VENDOR SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE LOSS OR CORRUPTION OF ANY DATA OR CONTENT WHETHER RESULTING FROM DELAYS, NONDELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS OR OTHERWISE.

10.3 *EXCLUSIONS*

THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES TO PERSONS AND/OR TANGIBLE PROPERTY OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY, (II) BREACHES BY CUSTOMER OF LICENSE TERMS APPLICABLE TO VENDOR PROVIDED SOFTWARE AND THIRD PARTY PRODUCTS AS SET FORTH IN SECTION 2 ABOVE, (III) CUSTOMER'S UNAUTHORIZED USE OF VENDOR'S OR THIRD PARTY VENDOR'S INTELLECTUAL PROPERTY, MATERIALS OR ASSETS; (IV) DAMAGES INCURRED AS A RESULT OF A BREACH BY A PARTY OF ITS OBLIGATIONS UNDER SECTIONS 6 AND/OR 7 THAT RESULT IN THE DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE OTHER PARTY, OR (V) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION PURSUANT TO SECTION 11 (WHICH ARE SUBJECT TO THE LIMITS, IF ANY CONTAINED THEREIN). DAMAGES AS LIMITED BY THIS SECTION 10 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IF

ANOTHER REMEDY IS PROVIDED AND SUCH REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

11. INDEMNIFICATION

11.1. Personal Injury and Property Damage

Each party (the “**Indemnifying Party**”) agrees to defend at its expense and indemnify and hold harmless the other party and its affiliates, directors, officers, employees, agents, successors and assigns (each an “**Indemnified Party**”), in accordance with the procedures described in this Section, from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, “**Losses**”) arising from or in connection with any such third party claim for: (i) the death or bodily injury of any person caused by the negligence or willful misconduct of the Indemnifying Party; or (ii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party.

11.2. Infringement

Vendor will indemnify, defend and hold harmless Customer for Losses Customer incurs as a direct result of any unaffiliated third party claim based on any claim that the Service infringes any U.S. copyright, trademark or trade secret, except to the extent resulting from (i) Customer’s modification of the Service or combination by Customer the Services with other products or services if the Service would not have been infringing but for such combination or modification, (ii) Customer’s use of the Service in a manner not authorized herein or for which it was not designed, (iii) Customer’s failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, (iv) changes to the Service made by Vendor at the direction of the Customer or (v) Customer Data. If any item for which Vendor has an indemnification obligation under this Section becomes, or in Vendor’s reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Vendor will, in addition to indemnifying Customer as provided in this Section, promptly take the following actions, at no additional charge to Customer, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Vendor using commercially reasonable efforts, and only in such event, Vendor will remove the item from the Service and the applicable Service fee will be equitably adjusted to reflect such removal. This Section 10.3 states Customer’s sole and exclusive remedy for Vendor’s infringement or misappropriation of intellectual property of a third party.

11.3. Customer’s Indemnity

Customer shall defend and indemnify Vendor and its Third Party Vendors against any and all Losses incurred by Vendor and its Third Party Vendors arising out of or in connection with a claim by a third party (i) alleging that the Customer Data or the Customer Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer’s breach of Sections 6 and 7.

Customer will indemnify, defend and hold harmless Vendor, its affiliates, successors, and assigns, including the applicable officers, directors, employees, and agents thereof for damages, costs and attorneys’ fees Vendor incurs from any unaffiliated third-party claim arising from

Customer's Content or Customer's or any end user's use of the Services.

11.4. Indemnification Procedures

The party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party's failure to provide notification shall not affect the indemnifying party's indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party's ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying shall promptly reimburse the indemnified party for all such costs and expenses.

12. NOTICES

Except as otherwise provided in Section 7.4 above, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier, (d) sent by facsimile (with a hard copy mailed on the same date), (e) by email whose receipt is acknowledged by an officer of the receiving Party. If to Vendor, a notice shall be forwarded to Ryan McQuerry, 424 Lewis Circle Drive, Suite B100, Lexington, Kentucky 40503 and if to Customer, a notice shall be forwarded to Customer at the address provided on the signature page herein. Notices shall be considered to have been given at the time of actual delivery in person, five business days after posting if by mail, one business day if by overnight courier service, or upon receipt of machine confirmation of successful transmission by facsimile or email as described herein.

13. SURVIVAL

All provisions of this Agreement shall survive in the event that any other provision of this Agreement is lawfully found by a Court of valid jurisdiction to be invalid.

14. NO ASSIGNMENT

Customer may not assign this Agreement without the prior written approval of Vendor. Any purported assignment in violation of this section shall be void.

15. U.S. GOVERNMENT RESTRICTED RIGHTS

Any use of the Service by or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph I(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs I(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

16. FORCE MAJEURE

Neither party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, ransomware attacks, denial of service attacks, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.

17. SECURITY AND SECURITY POLICIES

Vendor is not responsible for (i) unauthorized access to Customer's Content, or (ii) damages arising out of unauthorized access.

Customer acknowledges that some of the Services may be performed by Vendor or its third-party suppliers outside the country(ies) where the Services are obtained, and information pertaining to Customer's use of the Services may be incorporated into Vendor's global database(s) to assist Vendor in providing the Services. Customer shall be solely responsible for obtaining any required consents to such off-shore support from Customer's employees and other end users of the Services.

Vendor will provide the Services as defined in the Terms Sheet.

18 DISENTANGLEMENT

As part of the implementation, Vendor will deliver a proposed termination assistance/data transfer plan to Customer within ninety (90) business days after the Effective Date. Customer will have five (5) business days from the date of receipt of such proposed plan to accept the plan as-is or to provide feedback regarding the proposed plan in writing. The parties will then cooperate in good faith to finalize the plan within ten (10) business days. The termination assistance/data transfer plan will not become part of this Agreement. Instead, it is intended to further describe aspects of the Services and in the event the final plan involves any changes in scope, such changes will be addressed as part of the change control process.

19 GENERAL PROVISIONS

Any action related to this Agreement will be governed by Kentucky law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Lexington, Fayette County, Kentucky. This Agreement, together with the Terms Sheet affixed hereto, represents the parties' entire understanding relating to the use of the Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any Purchase Order Form, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Vendor and Customer as a result of this Agreement or use of

the Service. The failure of Vendor to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing. Vendor reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are reserved by Vendor.

IN WITNESS WHEREOF, this Agreement is duly executed by an authorized representative of both parties as of the Effective Date.

VENDOR:

CUSTOMER:

By: *Joshua Wilson*

By: _____

Customer Mailing Address:

Josh Rayburn
330 PISGAH PIKE
VERSAILLES, KY 40383
Attn: chris.obryan@woodford.kyschools.us



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to be 'ARH' followed by a wavy line.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



DECLARATIONS

POLICY NUMBER: ESN0040056483
 UNIQUE MARKET REFERENCES: B087524C9N5051
 THE INSURED: Life Ready Schools LLC
 ADDRESS: 424 Lewis Hargett Circle
 Lexington, KY 40503
 US

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 21 Aug 2024

THE EXPIRY DATE: 00:01 Local Standard Time on 21 Aug 2025

TOTAL PAYABLE: USD1,650.00

Premium	\$1,500.00
Policy Fee	\$150.00
Carrier Fee	\$150.00
KY S/L Tax	\$54.00
KY Surcharge	\$32.40
Municipality Tax	\$103.50
Total	\$1,989.90

Broken down as follows:

Premium: USD1,500.00

Policy Administration Fee: USD150.00

TECHNOLOGY SERVICES: Educational SaaS

CHOICE OF LAW: Kentucky

SERVICE OF SUIT: Mendes & Mount LLP
 750 7th Avenue
 New York, NY 10019

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Arlington/Roe
 Licence No. : 401735
 8888 Keystone Crossing
 Suite 900
 Indianapolis
 46024

RETROACTIVE DATE(S):

Professional Liability: 21 Aug 2024

REPUTATIONAL HARM PERIOD: 12 months

INDEMNITY PERIOD (CYBER AND PRIVACY cover only): 12 months

WAITING PERIOD: 8 hours

OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100% of applicable annualized premium

APPROVED CLAIMS PANEL PROVIDERS (CYBER ONLY): Wilson Elser
 Context Security
 Kivu Consulting
 CrowdStrike



DOSArrest
Mullen Coughlin
Clyde & Co

CLAIMS MANAGER:

CFC Underwriting Limited
Please report all new claims to:
newclaims@cfc.com

CYBER INCIDENT RESPONSE LINE:

In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfc.com

CYBER INCIDENT MANAGER:

CFC Underwriting Limited

WORDING:

Technology (US) v4.1

ENDORSEMENTS:

Complaints Notice (USA)
U.S. Terrorism Risk Insurance Act of 2002 As Amended
Not Purchased Clause
COPPA Exclusion Clause

DECLARATIONS

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: PRODUCTS AND SERVICES LIABILITY

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION B: BREACH OF CONTRACT

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION D: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION E: REGULATORY COSTS AND FINES

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION F: DISHONESTY OF EMPLOYEES

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION G: PAYMENT OF WITHHELD FEES

Limit of liability: USD1,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses



INSURING CLAUSE 2: NETWORK SECURITY & PRIVACY LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: NETWORK SECURITY LIABILITY

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION D: REGULATORY INVESTIGATION COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim, including **costs and expenses**

INSURING CLAUSE 3: CYBER INCIDENT RESPONSE

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD0 each and every claim, including **costs and expenses**



SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 4: CYBER CRIME

SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

Limit of liability:	USD250,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim

SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

Limit of liability:	USD250,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim



SECTION C: THEFT OF PERSONAL FINANCIAL ASSETS

Limit of liability:	USD250,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION D: EXTORTION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION E: TELEPHONE HACKING

Limit of liability:	USD250,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION F: PUSH PAYMENT FRAUD

Limit of liability:	USD50,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION G: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	USD250,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

INSURING CLAUSE 5: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

ALL SECTIONS COMBINED

Aggregate limit of liability:	USD1,000,000	in the aggregate
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SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim, including costs and expenses



SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	USD50,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim, including costs and expenses
Deductible:	USD0	each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 6: COMMERCIAL GENERAL LIABILITY

NO COVER GIVEN

INSURING CLAUSE 7: LOSS MITIGATION

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	USD100,000	in the aggregate
Deductible:	USD0	each and every claim



INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY ESN0040056483

NUMBER:

THE INSURED: Life Ready Schools LLC

WITH EFFECT FROM: 21 Aug 2024

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, Conditions and Exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390 (Amended)
09 January 2020

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



COPPA EXCLUSION CLAUSE

ATTACHING TO POLICY ESN0040056483

NUMBER:

THE INSURED: Life Ready Schools LLC

WITH EFFECT FROM: 21 Aug 2024

It is understood and agreed that the following is added to the
EXCLUSIONS RELATING TO ALL INSURING CLAUSES:

COPPA

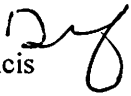
arising directly or indirectly from **your** actual or alleged failure to comply with the requirements of the Children's Online Privacy Protection Act of 1998 (COPPA) or any other similar legislation in a different jurisdiction relating to the security and privacy of minors and their personal information online.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** September 5, 2024

TOPIC/TITLE: Option 7

PRESENTER: Tracey Francis 

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Woodford County Public Schools has partnered with Central Kentucky Cooperative (CKEC) to provide continued educational opportunities for those seeking a degree in special education.


SUMMARY OF MAJOR ELEMENTS:

This program, Option 7, supports teacher retention and provides our students with effective and certified staff in the area of special education. This allows staff to become certified in Learning and Behavior Disorders (LBD) which supports our students having access to professionals with a knowledge base to impact Specially Designed Instruction (SDI) per federal and state requirements in IDEA.

IMPACT ON RESOURCES: \$5,000 per employee

TIMETABLE FOR FURTHER REVIEW OR ACTION: n/a

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended





PORTRAIT
of a
LEARNER

Francis, Tracey <tracey.francis@woodford.kyschools.us>

Option 7 Agreements

1 message

CKEC Teacher Certification Institute <tc@ckec.org>

Wed, Aug 14, 2024 at 4:29 PM

To: "Wells, Gareth" <garet.wells@woodford.kyschools.us>, "Reed, Tyler" <tyler.reed@woodford.kyschools.us>, "Francis, Tracey" <tracey.francis@woodford.kyschools.us>

Garet, Tyler, and Tracey,

Attached are the Option 7 District and Principal Agreements for Elizabeth F. for our Option 7 Program.

Please print off the appropriate agreement, initial/sign/date it, and send it back to me as soon as you can. I

have completed our portion of the CA-TP certificate.

Thanks so much!

Mark


Mark Helton, NBCT


CKEC Teacher Certification Institute

bit.ly/CKECtci



2 attachments

 **Option 7 District Agreement--rev May 2024.docx.pdf**
178K

 **Option 7 Principal Agreement--rev May 2024.docx.pdf**
176K

Central Kentucky Educational Cooperative

Option 7 DISTRICT AGREEMENT



As the superintendent of a school district employing a candidate for certification in the CKEC Teacher Certification Institute Option 7 Program, I understand and agree to the following:

*Please initial each line, sign, and date at the bottom. **No electronic signatures accepted.***

_____ To pay a fee to the Central Kentucky Educational Cooperative for the district portion of the program (\$5,000). The candidate also has a \$5,000 applicant fee (\$10,000 Total). If the candidate fails to make payments according to the fee schedule, they may be removed from the program. The district may pay any or all portions of the applicant fee. The funds directly support the certification institute instructor, curriculum, and related administrative expenses.

_____ To assign an Option 7 certification candidate to a teaching position as a full-time employee of the district.

_____ To identify a highly effective teacher to serve as a mentor for the Option 7 certification candidate.

_____ To compensate the mentor teacher for their service at a rate of at least \$1,000 (\$25/hour x 40 hours). (CKEC recommends the teacher's hourly rate.)

_____ To ensure the building principal observes and provides feedback to the certification candidate at least two times per semester. (The district's Certified Evaluation Plan may require more.)

_____ To allow CKEC staff to enter school buildings to observe candidates in their classrooms and meet with mentor teacher, building principal, and certification candidate.

_____ That unsuccessful candidates may be dismissed from the certification institute necessitating appropriate personnel actions (termination of temporary provisional certificate).

District

Superintendent Signature

Date

Please email the initialed and signed form to: tc@ckec.org



Option 7 PRINCIPAL AGREEMENT

As the principal supervising a candidate for certification in the CKEC Teacher Certification Institute Option 7 Program, I understand and agree to the following:

*Please initial each line, sign, and date at the bottom. **No electronic signatures accepted.***

_____ To observe the candidate teaching at least 2 full lessons each semester of the program using the Kentucky Framework for Teaching as a tool for evaluation and feedback.

_____ To provide verbal and written feedback to the candidate after each observation.

_____ To meet with the candidate's mentor teacher and TCI instructional coach to prepare summative evaluations of the candidate each semester.

_____ To meet with the certification candidate as a committee (with mentor teacher and TCI instructor) to share the summative evaluation.

_____ To review candidate's work products as part of the observation process and provide feedback as needed to assure quality.

_____ To provide extra support to the candidate as needed throughout the certification process.

_____ To provide required files as documentation for the above to Teacher Certification Institute staff each semester of the candidate's enrollment.

District

School

Principal Signature

Date

Please email the initialed and signed form to: tc@ckec.org