

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII F **DATE:** October 28, 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:

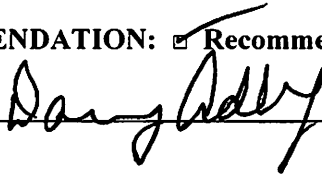
SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: MOU Maxim Healthcare Services; MOU Kentucky Data Exchange (KyDX); AdTech yearly contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

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

TOPIC/TITLE: Memorandum of Agree (MOU)

PRESENTER: Tracey Francis

2

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:

A student transferred to WCPS with nursing services per medical requirement under IDEA, per federal and state law

SUMMARY OF MAJOR ELEMENTS:

A student transferred to WCPS with nursing services per medical requirement under IDEA, per federal and state law. The MOU provides nursing services through an agency which bills the parents private insurance.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Dany

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") is entered into this 16th day of October, 2024, by and between **Woodford County Schools** located at 330 Pisgah Pike, Versailles KY 40383 referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2525 Harrodsburg Rd, Suite 120, Lexington, KY 40504 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a school, as defined by State Law located in Kentucky and wishes to permit MAXIM on campus.

WHEREAS, MAXIM wishes to enter into this Agreement with EDUCATIONAL INSTITUTION to provide specific nursing care for EDUCATIONAL INSTITUTION student.

WHEREAS, MAXIM and EDUCATIONAL INSTITUTION agree that MAXIM will bill the student's insurance for the nursing care provided to the EDUCATIONAL INSTITUTION student by MAXIM under this Agreement.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** MAXIM will provide 1:1 nursing care services to the EDUCATIONAL INSTITUTION student.

Section 2.2 **Insurance.** MAXIM will maintain (at its sole expense) valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 **Reporting Issues/Concerns.** EDUCATIONAL INSTITUTION may notify MAXIM's account representative of any issues or concerns with services provided by MAXIM Personnel at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. This includes, without limitation events involving claims of unprofessional conduct, improper cares or services, injuries or harm caused to MAXIM personnel or a student by and through the actions of MAXIM personnel. EDUCATIONAL

INSTITUTION shall cooperate with MAXIM's efforts to review all issues or concerns reported to MAXIM and shall provide MAXIM with any related documentation, incident reports and detailed description of any investigation it may have complete. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.2 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student. EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. GENERAL TERMS

Section 5.1 Independent Contractors. MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 5.2 Indemnification. MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 5.3 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 5.4 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Woodford County Schools
330 Pisgah Pike
Versailles KY 40383
Attn:

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
2525 Harrodsburg Rd
Suite 120
Lexington, KY 40504
Attn: **Cassidy Griffith**

Section 5.5 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.6 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

Section 5.7 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 5.8 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 5.9 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 5.10 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 5.11 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 6. CONFIDENTIALITY

Section 6.1 MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

Section 6.2 Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

Section 6.3 Student Records/Data. The parties recognize and acknowledge that, by virtue of entering into this Agreement, the parties will receive and exchange educational information, personal information and/or medical information regarding the students being served under this Agreement and that the access to, use of and disclosure of this information is governed and protected by various federal and state laws and regulations to include, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

MAXIM will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Agreement. MAXIM will be responsible for providing all education and training to MAXIM Personnel as it relates to MAXIM's privacy and security processes, including, without limitation MAXIM's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement.

Section 6.4 If necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

Section 6.5 The obligations set forth in this Section shall survive the termination of this Agreement.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above

WOODFORD COUNTY SCHOOLS

MAXIM HEALTHCARE SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: Kentucky Data Exchange MOU

PRESENTER: Josh Rayburn/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:

The board approves all contracts.

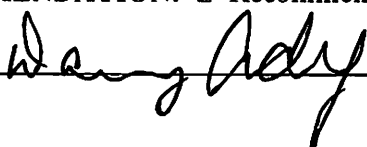
SUMMARY OF MAJOR ELEMENTS:

Woodford County was asked to be part of a pilot program with KEDC called the Kentucky Data Exchange (KyDX) Program. The KyDX is a platform that will house data in one location to provide snapshots for educators and administrators to support students who are chronically absent and provide the data in one place. The KyDX will be a network of other districts. Woodford will be part of the development of the platform. We will also have discount pricing for additional years since we were part of the pilot. There is no cost associated with the pilot and we can not continue if the data and the price for year 2 and beyond do not meet our needs.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



**Memorandum of Understanding
Between
Kentucky Educational Development Corporation
And
Woodford County Public Schools**

Purpose:

This Memorandum of Understanding (MOU) is entered into by and between the Kentucky Educational Development Corporation (hereinafter referred to as "ESA") and Woodford County Public Schools (hereinafter referred to as "District"). The purpose of this MOU is to establish a framework for collaboration between the ESA and District, including the sharing of data, provision of instructional support services, financial arrangements, and the implementation of appropriate data governance measures, in compliance with all applicable laws and regulations.

Scope of Agreement:

1. Data Sharing Agreement

1.1. The District agrees to share specific educational data with ESA to facilitate the provision of data dashboards, instructional support services, and to enhance educational outcomes within the District.

1.2. The data shared may include, but is not limited to, student performance data, attendance records, behavior records, student and parent surveys, and other relevant educational metrics.

1.3. ESA agrees to use the data solely for the purposes outlined in this MOU and in accordance with all applicable federal, state, and local laws, including the Family Educational Rights and Privacy Act (FERPA).

2. Officials Exception

2.1. The District agrees to list Kentucky Educational Development Corporation (KEDC) under the "Officials Exception" category in the annual report submitted to the Kentucky Department of Education (KDE).

2.2. This listing allows ESA personnel access to certain educational data as authorized under FERPA and other relevant regulations.

3. Access to Visualizations, Analytic Tools, and Managed Service Providers

3.1. Data and technology support personnel employed by KEDC will be granted

access to PPI data on an as-needed basis while instructional support personnel employed by KEDC will be granted access to non-PPI data through visualizations and analytic tools.

3.2. As an extension of granting access to ESA, third-party Managed Service Providers (MSPs) engaged by ESA will also gain access to the data as required for the provision of services. These MSPs will be required to comply with all applicable federal, state, and local regulations, including FERPA.

3.3. MSPs shall use the data solely for the purposes of providing the agreed-upon services and shall not disclose any data to unauthorized parties.

3.4. ESA and its MSPs agree to implement and maintain appropriate security measures to protect the integrity and confidentiality of the data accessed.

4. Responsibilities of the Parties

4.1. ESA

- Provide training and support to District personnel on the use of data visualizations and analytic tools.
- Ensure that all personnel, including MSPs, with access to District data are trained on data privacy and security protocols.
- Comply with all data security measures and promptly report any data breaches to the District.

4.2. District

- Ensure the timely sharing of data as outlined in this MOU.
- Notify ESA of any changes in data sharing requirements or restrictions.
- Collaborate with ESA in the evaluation of the effectiveness of instructional support services provided.

5. Data Governance

5.1. Data Stewardship:

- Both ESA and District will designate data stewards responsible for overseeing the collection, storage, and appropriate use of shared data.
- The data stewards will ensure that data handling and sharing are conducted in compliance with FERPA and other applicable regulations.

5.2. Data Security Protocols:

- ESA, its MSPs, and the District will implement and maintain robust data security protocols, including encryption, user authentication including multi-factor authentication where available, and regular security audits, to protect the integrity and confidentiality of all shared data.
- Access to data will be restricted to authorized personnel only, and the principle of least privilege will be applied to minimize access to sensitive information.

5.3. Data Access and Audits:

- ESA and its MSPs agree to provide the District with access logs and audit reports, upon request, to ensure transparency and compliance with data governance policies.
- Regular internal audits will be conducted by both ESA and the District to evaluate compliance with data security policies and practices.

5.4. Data Retention and Disposal:

- The District and ESA will establish a data retention policy of at least four years that shared data will be retained and the process for securely disposing of data when no longer needed.
- Upon termination of this MOU, ESA and its MSPs will return or securely dispose of all data received from the District, except where retention is required by law.

5.5. Incident Response and Breach Notification:

- In the event of a data breach, ESA will promptly notify the District, no later than 48 hours after becoming aware of the breach, and take immediate steps to mitigate any potential harm.

6. Financial Arrangements

6.1. Pilot Phase (Year One):

- Districts participating in the pilot phase during year one will not be charged a service fee for accessing and utilizing the data visualizations, analytic tools, and associated services provided by ESA.

6.2. Phase One (Year Two and Beyond):

- Districts that participated in the pilot phase will receive a discounted service fee beginning in year two, as determined by ESA. This discounted fee will be communicated to the District at least 90 days before the start of phase two work.

6.3. Non-Pilot Districts:

- Any district not participating in the initial pilot phase will be charged the full service fee, as determined by ESA.

6.4. Invoicing and Payment:

- ESA will invoice participating districts annually, with payments due within 30 days of receipt of the invoice. The specific payment terms and conditions will be outlined in the invoice.

7. Confidentiality

7.1. Both parties agree to maintain the confidentiality of all shared data in accordance with FERPA and other applicable laws.

7.2. No data that could potentially identify individual students will be disclosed to unauthorized persons.

8. Term and Termination

8.1. This MOU shall remain in effect from September 25, 2024 until terminated by either party.

8.2. Either party may terminate this MOU with 30 days' written notice.

8.3. Upon termination, ESA and its MSPs shall return or destroy all data received from the District, except where retention is required by law.

8.4. If the MOU is terminated at any point beginning in year two/phase two or beyond, any service fees paid by the District for that year will be prorated based on a monthly calculation. The prorated amount will reflect the portion of the year during which services were provided. ESA will refund any overpaid funds to the District, or the District will pay any outstanding balance for services rendered up to the termination date.

9. Amendments

9.1. This MOU may be amended by mutual written consent of both parties.

10. Signatures

By signing below, the parties agree to the terms and conditions outlined in this Memorandum of Understanding.

Kentucky Educational Development Corporation

Nancy Hutchinson

Executive Director

Signature

Date

Woodford County Public Schools

Danny Adkins

Superintendent

Signature

Date

Effective Date: This Memorandum of Understanding is effective as of

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:**

TOPIC/TITLE: AdTec Contract

PRESENTER: Josh Rayburn

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

BACKGROUND INFORMATION:

The board approves all contracts.

SUMMARY OF MAJOR ELEMENTS:

This is our company that helps us file E-Rate bids and filing all of the required forms. We have used them for years. This is the contract for this school year.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended





Woodford County School District

Contract Fee E-Rate Agreement for Category Two Services

Internal Connections

Funding Year 2025 Schedule of Fees

Fees and Services		
Category 2 - Phase 1	E-Rate Form Preparations, Category 2 Eligibility Consultation and Optimization, FCC Category 2 Budget Review, Category 2 E-Rate Timeline Direction, Management of the USAC Portal (EPC), and Category 2 RFP review (if applicable) and/or review list of equipment and services to be purchased. Submission of FCC Forms 470 and 471, and Consultation for Category 2 Program Compliance with E-Rate Rules and Regulations. <i>Approximate Invoice Date: April 2025</i>	\$ 2745.0
Category 2 - Phase 2	Reviews, Appeals, and Submission of FCC Forms 486, 472(BEAR), and, if applicable, discount/SPI set-up. <i>Approximate Invoice Date: November 2025</i>	\$ 2745.0
Annual Total		\$ 5490.0

Please choose a Preferred Method of Payment:

_____ Annual Invoice – Annual total amount above invoiced April 2025

_____ Two Invoices - Phase 1 invoiced April 2025 and Phase 2 invoiced November 2025

Complete, sign and return this page for Category Two Services. Your signature also acknowledges that you have received and read pages 2-3, "E-Rate Timeline for Category 2 Funding".

Signature

Date

Print Name



E-Rate Timeline for Category 2 Funding (Page 1 of 2)

Funding Year 2025 (July 1, 2025 to June 30, 2026)

Timeframe	E-Rate Details and Tasks
July –December 2024	<ol style="list-style-type: none"> 1. Develop an RFP. Your AdTec Consultant can provide a template for your use. Use the Eligible Services List (see pages 12-18) to determine which products are eligible. 2. Consider scheduling or requiring an on-site bidder's meeting. If you choose to have a meeting, it must be listed on the RFP and Form 470, and should be at least 2 weeks after the 470 and RFP are released. 3. Send AdTec your RFP no later than December 1, 2024. RFPS are not required, but are strongly encouraged to help vendors verify equipment and quantities needed. 4. Sign the AdTec contract addendum for E-Rate filing for Category 2 services.
October 2024 – January 2025	<ol style="list-style-type: none"> 5. Your E-Rate consultant will file the necessary Form 470 for Category 2 equipment/services. This 470 will reference the RFP and must list any criteria that would disqualify a bid. 6. Follow all state and local board rules regarding purchases and services. If your board has a policy regarding advertising contracts and selecting vendors, be sure to follow those. Many local board policies parallel State Law, but if not, defer to the stricter standard. 7. Accept proposals for at least 28 days. Reasonable service provider questions must be answered during this time. 8. Ensure ALL vendors feel that it is a fair and competitive bidding process. Do not show ANY favoritism towards any vendor. 9. Forward all proposals to your AdTec Consultant and keep in a FY2025 E-Rate folder for your records. 10. Use a matrix to evaluate proposals. See example here. Award points for each section of the matrix (do not give zero points for any section) and date the matrix. Email your AdTec Consultant a copy of the completed matrix. 11. Choose vendor with an eligible SPIN. Service providers can NOT participate in the preparation of an RFP/Form 470 or any of the bid evaluation process (although they can answer questions about their bid) 12. Sign an agreement with vendor <u>after</u> the Allowable Contract Date, which will be provided by your AdTec Consultant. 13. Send your AdTec Consultant the legally binding agreement*, who will then file the FCC Form 471.
April 1, 2025	<ol style="list-style-type: none"> 14. April 1, 2025 is the first day the chosen vendor can invoice, install, or be paid for the Category 2 equipment project. Note: If your entity is depending on E-rate funding to do the project, you must wait until the FCDL (Funding Approval) is issued before proceeding. If your Category 2 project is for a Managed WiFi (MIBS) or a Basic Maintenance project, the invoice date should be July 1, 2025 or after. 15. When equipment has arrived, please <ol style="list-style-type: none"> a. Save packaging slip b. On each piece of equipment, put a tag that says FY2025 and FRN # (FRN # provided by AdTec Consultant c. Record each piece of equipment in your school or library asset (inventory) register or create an E-rate asset register (recommended). The asset register must contain the following information:



E-Rate Timeline for Category 2 Funding Continued (Page 2 of 2)

Funding Year 2025 (July 1, 2025 to June 30, 2026)

Timeframe	E-Rate Details and Tasks
April 1, 2025	<ul style="list-style-type: none"> • Make & Model • Serial number (if available) • Physical location of equipment (building/room number) • Date installed • Funding Year • Funding Request Number <p>d. Equipment must stay in place for 3 years after the installation date.</p> <p>e. Equipment cannot be disposed of or traded in for 5 years, but it can move to another eligible entity after 3 years.</p> <p>f. Save proof of payment (i.e. front and back of check; bank statement); send copy of it to your AdTec Consultant</p> <p>g. Save copy of the invoice; send copy of it to your AdTec Consultant</p>
July 2025 – Sept 2026	16. Wait for funding to be approved. Subject to E-Rate approval, your reimbursement check will be applied for and received. For Managed WiFi (MIBS) or Basic Maintenance projects, the invoice date should be July 1, 2025 or after.
September 30, 2026	17. Last day to install, invoice, or pay for Category 2 project. Please contact your AdTec Consultant if you need additional time.

***Legally Binding Agreements:**

The E-Rate process no longer requires that you have a signed contract BEFORE you file your funding application, but you must have a legally binding agreement. They will accept something as simple as an email thread that has the winning bidder's proposal and your statement that you intend to sign a contract based on that proposal. We recommend at a minimum a Letter of Intent (request a sample).

You can have caveats to your acceptance of a proposal (you must list them in your email or on the LOI). Routine caveats are: approval of E-Rate funding; approval of the Board. Keep in mind that if you put caveats in your agreement, you need to live with them. Don't state that the project will not proceed without E-Rate funding approval and then start the project before you get that approval.