

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII H DATE: April 28, 2025

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: Virtual Payment Service (ACI); FY26 Gasoline & Diesel Contract (Robinson Oil Company, Inc); FY26 Propane Renewal Contract (Ferrell Gas); WCHS Adidas Paternership Agreement (Game One); FY26 Subscription Renewal (ParentSquare); FY25 Audit Contract and Engagement Letter (Summers, McCrary & Sparks).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 28, 2025

TOPIC/TITLE: ACI/Virtual Payment Service

PRESENTER: Shane Smith

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- ☐ DATE:
☐ ACTION:

BACKGROUND INFORMATION:

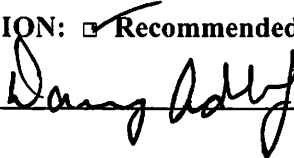
Attached is a contract for an ACI/virtual payment service vendor. We currently use another vendor for these services. I would like to transition to Digital Designs/Corpay.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended .



Digital Designs Virtual Payments Rebate Agreement

CUSTOMER INFORMATION

Company Name: Woodford County Schools-KY
Address: 180 Frankfort Street
City: Versailles State: KY Zip: 40383

This Digital Designs, Inc. Virtual Payments Corporate Payment Solution Agreement is made and entered into by and between Digital Designs Inc. ("DDI") and the Customer named above relating to the establishment of MasterCard account(s) with Comdata pursuant to the terms and conditions set forth.

QUARTERLY INCENTIVE

Virtual Card Transactions: Base incentive equal to **85** basis points on all payments run through the standard V-Pay payments program. The incentive is paid quarterly and is calculated each month based on the Customer's previous months spend volume, net of any charge backs, and credit losses for standard transaction with an interchange rate over 200 basis points. For transactions with an interchange rate under 200 basis points Customer will receive 50% of the transactions net rebate.

For DocAgentPay Direct transactions (i.e., In Digital Designs proprietary file network), Customer will receive 50% of transactions net rebate.

Digital Designs reserves the right to adjust the monthly incentive paid hereunder in the event MasterCard decreases the interchange rate payable on Customer's transactions, or should MasterCard or Issuing Bank increase any fees or assessments applicable to Customer's transactions.

By signing below, Customer acknowledges receipt of this Agreement and agrees to abide by all terms and conditions hereof.

ACCEPTED AND AGREED:

DIGITAL DESIGNS, INC.

BY:

By:

Printed Name: Shane Smith

Name: Jeff Buckner

Title: CFO

Title: President

Date: _____

Date: _____

**Digital Designs Virtual Payments
Rebate Agreement – Addendum A
DocAgentPay Services Schedule**

By using the DDI DocAgentPay services (DocAgentPay), Customer acknowledges and agrees that the Terms of Service as set forth by the Terms and Conditions (DocAgentPay) shall govern and control with respect to Customer's use of the DocAgentPay services. A description of the services offered through the DocAgentPay Services and the applicable fees are set forth below.

ACH, Wire Services and Check Services

Setup Fee: \$ 0.00

\$1.60 per ACH transaction – Vendor would receive payment same day up until 2pm EST. After 2pm EST the vendor would receive payment the next day.

\$3.50 per WIRE Transfer

Check printing / mailing

- Integrating Customer's flat ASCII data file, or other acceptable format, for us with the Payment Solution
- Digitizing service for up to 3 images (signatures and/or logos).
- Design of an electronic form for remote printing of A/P checks.
- Production at secure facility designed specifically to handle check payments.

Per Check Item Fees:

Monthly Payment Volume	Cost per Check	Cost per Overflow Page
	(excluding postage)	
<1,000	\$1.45	\$0.12
1,000 – 4,999	\$1.42	\$0.12
5,000 – 9,999	\$1.40	\$0.12
10,000 – 19,999	\$1.35	\$0.12
20,000+	\$1.32	\$0.12

ACH, Wire Services and Check Services along with Postal fees will be deducted from the Clients Quarterly Rebate. In the event the quarterly rebate does not cover the associated payment service fees Digital Designs will bill the Client directly.

Postage is billed at current USPS rate.

Additional Fees:

- For exceptions not indicated in the data file, Check 'pulls' and redirects may have a \$50.00 handling fee to locate the printed item, and will have a per item charge of \$4.50 per item
- Labeling and handling for expedited courier packages is \$4.00 for US shipments
- Cost to have your addresses verified against the USPS database for move update is \$0.02 each address
- Checks drawn on a Canadian Account(s) require a unique stock required by Canada and have a \$0.02 per item fee. The Customer will need to send a separate file for any payments that will clear on Canadian bank accounts
- Research to identify issues with the client submitted file are billed at \$150.00 per hour with a minimum charge of \$50.00
- Technical support services including form modifications, signatures and logos are \$699. Rush services are billed at \$995.00 per hour.
- Orders that are 6 or more sheets will require insertion into 8 x 11 flat envelopes. Flat insertion per Unit : \$2.50
- Client fees are subject to change with 30-day notice of any such increases.

CUSTOMER INFORMATION

Company Name: Woodford County Schools-KY
Address: 180 Frankfort Street
City: Versailles State: KY Zip: 40383

This Digital Designs, Inc. Corporate Payment Solutions Agreement is made and entered into by and between Digital Designs Inc. ("DDI") and the Customer named above relating to the establishment of payment account(s) with DDI pursuant to the terms and conditions set forth herein.

By signing below, Customer acknowledges receipt of this Agreement Addendum A and agrees to abide by all terms and conditions hereof.

DIGITAL DESIGNS, INC.

BY:

By:



Printed Name: Shane Smith
Title: CFO
Date: _____

Name: Jeff Buckner
Title: President
Date: _____



Corpay MasterCard Corporate Card® Agreement

CUSTOMER INFORMATION


Company Name: Woodford County Schools-KY
Address: 180 Frankfort Street
City: Versailles State: KY Zip: 40383

This Corpay MasterCard Corporate Card® Agreement is made and entered into by and between Corpay Inc. ("Corpay") and the Customer named above relating to the establishment of MasterCard account(s) with Corpay pursuant to the terms and conditions set forth herein. This Agreement consists of (i) this Cover Page, (ii) the General Terms and Conditions attached hereto, (iii) the Fee Schedule attached hereto and (iv) any Service Schedules attached hereto (collectively, the "Agreement").

By signing below, Customer acknowledges receipt of this Agreement and agrees to abide by all terms and conditions hereof.

ACCEPTED AND AGREED:

CUSTOMER:

By: 
Name: Shane Smith
Title: CFO
Date: _____

CORPAY INC.

By: _____
Name: _____
Title: _____
Date: _____

General Terms and Conditions

1. **Nature of Account and Card Use.** Corpay will provide Customer with one or more accounts through the use of which Customer may access certain card networks ("Networks"), and the financial information and other services provided for in this Agreement and any Schedules attached hereto (collectively, the "Account"). In connection with the Account, Corpay, in accordance with Customer's request, shall provide special Corpay®MasterCard Corporate Cards®, which may include fleet, purchasing, T&E and multi cards (collectively, "Cards"), and which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Corpay is an agent or representative of Issuing Bank or its affiliates. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. Corpay or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time. If Customer was referred to Corpay by a Referral Agent as indicated on the Cover Page to this Agreement, Customer authorizes Corpay to share certain Account information with Referral Agent on a regular basis, including but not limited to, credit limit and card usage information, and permits Referral Agent to use such information.

2. **Customer Representations and Warranties.** Customer represents and warrants the following:

- Customer is either a governmental, non-profit or commercial enterprise, and the Account and Cards will not be used for personal, household or consumer purposes;
- Customer is not registered with FinCEN as a money service business, is not a licensed money transmitter, and is not a payment aggregator or bill payment facilitator;
- the Account and Cards will be used for legitimate business charges only and Customer will have neither consumer law rights nor remedies available to consumers associated with any purchases, charges or other activity associated with the Cards;
- the Account and Cards will only be used to make payments on behalf of Customer and will not be used to make payments on behalf of any third party;
- the Account and Cards will only be used for valid and lawful purposes and will not be used for gambling, online gaming, illicit drug transactions, or any unlawful purposes including without limitation (i) other illegal purchases of goods or services, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or (ii) purchases that are prohibited by local law; and
- the Account and Cards will not be used in any way that would cause Corpay or Issuing Bank to violate applicable Law.

If Customer uses, or allows someone else to use, the Account or Cards in violation of the above representations and warranties, Customer shall be responsible for such use and may be required to reimburse Corpay, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses either Corpay, the Issuing Bank or MasterCard pays as a result of such use.

3. **Credit Limit; Credit Information.** If applicable, Corpay will establish a credit limit for the Account. The credit limit is subject to periodic review and adjustment by Corpay in its sole discretion. Customer shall provide Corpay with such financial information as Corpay may reasonably require, including, without limitation, annual financial statements within a reasonable time after Customer's fiscal year-end and interim financial statements as requested by Corpay. Customer authorizes Corpay to make any credit investigation Corpay deems necessary and appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit. Corpay may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information. Customer shall repay Corpay for all credit extended by Corpay and shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. If Customer exceeds its credit limit, then Corpay may require immediate payment, suspend further Service, and assess additional fees.

4. **Security.** From time to time Corpay may request Customer to provide security for the performance when due of Customer's obligations hereunder. Customer understands and agrees that it is under no obligation to provide Corpay with such security, but the refusal to provide security when requested may result in adverse credit determinations by Corpay. Any security provided shall be in the amount and form as required by Corpay in its reasonable discretion. The Account will not be available to Customer until such security is accepted by Corpay in its sole discretion.

5. **Payment Terms.** (a) **Non-Revolving.** Customer shall be responsible for credit extended on the Account. This is not a revolving credit account and the total amount shown on each Account statement (the "Total Amount Due") is due and payable by the date shown on the Account statement. This amount includes transactions posted since the last statement date, applicable account and service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee (currently 90 basis points) and a MasterCard currency conversion assessment fee (currently 20 basis points) which are subject to change in MasterCard's sole discretion.

(b) **Late Fee and Default Interest.** If Customer does not make full payment of the Total Amount Due on the due date, then Customer shall pay a late payment fee equal to the greater of: (i) \$150 or (ii) 9.99% of the past due portion of the Total Amount Due (excluding any previous late fees and any default interest charges). In no event will such late charge exceed the lesser of \$5,000 or the maximum amount permitted by applicable law. In addition, in the event the Total Amount Due is not paid by the due date, then Corpay may assess a default interest charge at a rate equal to the weekly average prime loan rate as published by the Federal Reserve plus 4% per annum. The default interest is assessed on the Total Amount Due (excluding any late fees and any previous default interest charges) for the period of time such amount remains unpaid beyond the due date. In no event will the default interest rate exceed the maximum rate permitted by applicable law.

(c) **Returned Payment.** Corpay reserves the right to charge a returned payment fee of twenty dollars (\$20) or the maximum amount permitted under applicable law, whichever is less.

6. **Statements; Reporting.** Billing statements and reports are available on-line. Customer understands and agrees that Corpay may filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail.

7. **Term; Termination.** This Agreement is for an initial term of 3 years commencing on the date this Agreement is executed by Corpay. Thereafter, this Agreement shall automatically renew for consecutive, successive terms of twenty-four (24) months each, unless and until one party provides notice of non-renewal to the other party not less than one hundred eighty (180) days prior to the end of the then-existing term, or unless terminated earlier pursuant to the terms hereof. Corpay may immediately terminate this Agreement and the Account in the event the Network prohibits the Account, the Issuing Bank ceases to be a network member or the Issuing Bank ceases to be the Card issuer, provided that Corpay shall endeavor to provide Customer with advance notice of any such event. In the event of Customer's breach or default under the credit limit and payment terms of this Agreement, Corpay shall have the right to immediately suspend the Account until such breach is cured. In the event such breach or default is not cured within a reasonable period of time, Corpay may thereafter terminate the Agreement. In the event of any other default under this Agreement by either party, the non-defaulting party shall provide the defaulting party written notice of the nature of the default. The defaulting party shall have thirty (30) days from the date of the default notice to cure the default, and if the default is not cured within such time

period, then the non-defaulting party may thereafter terminate this Agreement with written notice. In addition to any other rights of termination, either party may terminate this Agreement upon prior written notice with respect to any individual state or jurisdiction if the terminating party can demonstrate, with documentary support, that changes in applicable laws or regulations or the interpretation thereof will make the performance of such party's obligations hereunder not commercially feasible. The effective date of termination under the preceding sentence will be ninety (90) days from the date notice is delivered, or upon the effective date of the new law or regulation, whichever occurs sooner. Customer's obligation to pay for all outstanding amounts incurred before the effective date of termination shall survive termination.

8. **Disputed Items.** Customer must notify Corpay in writing of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Corpay is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay Corpay and attempt to resolve the dispute with the merchant prior to sending the dispute to Corpay. If Customer is unsuccessful in resolving the dispute directly with the merchant, Corpay will attempt to process the dispute through MasterCard subject to the MasterCard rules, as they may be changed from time to time in MasterCard's sole discretion. Corpay is not responsible if any merchant refuses to honor Cards.

9. **Account Access.** (a) **Access.** Customer's representatives shall access the Account only as required to administer Customer's Card program and for no other purpose.

(b) **Unauthorized Access to Account.** Customer agrees to notify Corpay immediately of any unauthorized use of, or access to, the Account or any passwords or other security codes or procedures used to access the Account or Corpay's system. Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account until it has notified Corpay of such unauthorized access or use.

(c) **Lost or Stolen Cards.** Customer will not be liable for unauthorized charges on a Card that occur after Customer notifies Corpay of the loss or theft of such Card

10. **Limitation of Liability.** Corpay shall not be liable for any failure to perform due to acts of God, acts of government or MasterCard or regulatory bodies which significantly inhibit or prohibit the Service, wars, acts of terrorism, fires, floods, explosions, natural catastrophes, civil disturbances, strikes, riots, unusually severe weather (such as tornadoes), or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment or any other cause not within the reasonable control of Corpay. CORPAY'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR DAMAGES FOR ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER WITH RESPECT TO THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS. EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. CORPAY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Confidentiality; Proprietary Rights.** Corpay and Customer agree and covenant to each other that they shall not, during the performance of this Agreement or at any time after the termination or expiration hereof, use or disclose to any third party, other than during the proper performance of their duties hereunder, the confidential and proprietary information of the other party hereto ("Confidential Information"), including but not limited to the rates, terms and conditions of this Agreement; technical information; transaction information; or any of the procedures, practices or confidential dealings of the other party hereto. The foregoing shall not apply to a disclosure required by law provided each party takes reasonable steps, when permissible, to notify the other party prior to such disclosure. Customer acknowledges and agrees that the application software developed, utilized and maintained by Corpay, the internal hardware utilized by Corpay, the internal operating procedures employed by Corpay, technical information, such as file record layouts, and transaction information, including without limitation Corpay card numbers and any data or information gathered by Corpay, whether at the point-of-sale or otherwise, are solely Corpay's Confidential Information and as such are the exclusive and proprietary property of Corpay. The BINs (Bank Identification Numbers) assigned to the Cards are the property of the Issuing Bank.

12. **Liability of Acts of Customers, Employees and Agents.** Customer agrees to hold Corpay harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts and willful misconduct of such persons, or from the breach by Customer of its obligations under this Agreement. For purposes hereof, any person who is given authorization by Customer to use Cards, Express Checks, codes, passwords or other security codes or procedures shall be deemed an employee or agent of Customer.

13. **Right of Setoff and Recoupment.** Corpay shall have the right to setoff and apply any amounts owing by Corpay to Customer against any amounts owing from Customer to Corpay pursuant to any Agreement between Corpay and Customer or any amounts in the possession of or under the control of Corpay.

14. **Monitoring and/or Recording Communication.** Customer understands and agrees that Corpay may in its discretion, but is not obligated to, monitor and/or record any telephone calls by Customer or its employees and/or agents without any further notice for quality control purposes and for its own protection. Corpay may also monitor, record, and/or make a record of any other communications between Customer or its employees and/or agents and Corpay without any further notice, and Corpay may use the resulting information for internal purposes or as may be required by applicable law. Customer hereby consents to Corpay's monitoring and/or recording of any telephone calls and communications with Customer or its employees and/or agents. Customer acknowledges and understands Corpay may not record all telephone calls or communications, and Corpay does not guarantee that recordings of any particular telephone calls or communications will be retained or be capable of being retrieved.

15. **Taxes.** Customer is solely responsible for any and all tax related obligations in connection with using the Account or Cards or related services, including, without limitation, proper withholding and reporting, and Customer agrees to indemnify and hold Corpay and its affiliates harmless from any and all liabilities, including interest and penalties, which are or may be imposed on Corpay or any of its affiliates pursuant to any such federal, state and local tax laws and regulations.

16. **Press Releases, Publicity, Etc.** Customer shall not issue any press release or disseminate similar publicity or other information regarding this Agreement or the Service for Customer or utilizing the trademarks, service marks, trade names or logos of Customer, Corpay, Issuing Bank or the Networks, including, without limitation, web site information instructional or marketing materials or brochures, without the express prior written approval of Corpay, Issuing Bank or the Networks, as appropriate.

17. **Independent Contractors.** None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the employer of the other. Customer and Corpay agree that Corpay is only providing services under this Agreement as an independent contractor.

18. Notices. All written notices required to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by U.S. certified mail, facsimile or overnight courier to Corpay, 5301 Maryland Way, Brentwood, TN 37027, attention: President, or to Customer at the address listed on the Cover Page of this Agreement.

19. Custom Services. To the extent Customer requires custom services, including, without limitation, custom reporting, data loads, dashboards, report distribution, training and other custom development work, Corpay may provide such custom services pursuant to a statement of work agreed to and executed by the parties. Such statement of work will include a description of the scope of services to be performed by Corpay and an estimated cost for such custom services based on Corpay's applicable standard hourly rates in effect at the time of service.

20. Government Regulation. IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A CORPAY CUSTOMER- To help the government fight the funding of terrorism and money laundering activities, federal law requires Corpay to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Corpay may, at Corpay's option, require Customer to provide various identifying information that will allow Corpay to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides a Card is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Corpay from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Corpay, MasterCard and Issuing Bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides a Card, so that Corpay may comply with any applicable law or regulation or Corpay's AML Policy.

21. Exclusivity. During the initial and any renewal term of this Agreement, Customer agrees that Corpay will be Customer's exclusive provider of commercial credit card products.

22. Miscellaneous. (a) This Agreement shall be exclusively governed by the laws of the State of Tennessee without regard to the choice of law rules of such state. Any action brought by Customer to enforce or interpret this Agreement shall be brought exclusively in the appropriate judicial forum located in Nashville, Davidson County, Tennessee, and Customer does hereby consent to such jurisdiction and waives any objections thereto. (b) Upon Corpay's reasonable request, Customer agrees to promptly complete and deliver such further documents as necessary or appropriate in connection with this Agreement. (c) Failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition, nor shall waiver or relinquishment of any right or power hereunder at any time be deemed a subsequent waiver or relinquishment of such right or power. (d) In addition to its rights under Sections 3 and 4, Corpay may change the terms of this Agreement at any time, including, without limitation, in the event of any future changes to applicable law or the interpretation thereof or changes in the Network rules, and will notify Customer of any such changes at least thirty (30) days prior to the effective date of the change, unless a shorter notice period is required by applicable law or Network rules. If Customer does not agree to any such change, it may provide written notice to Corpay of its objection to such change within ten (10) days of receipt of notice from Corpay of the change, and upon receipt of such objection, Corpay may withdraw the change by written notice to Customer. If Corpay does not withdraw the change, it will become effective on the date provided in the original notice of change to Customer, provided that Customer may terminate the Agreement with written notice to Corpay within fifteen (15) days of the effective date of such change. Unless Customer provides notice of its objection as set forth above and exercises its right to terminate in the event Corpay does not withdraw such change, retention or use of the Account after the effective date of any such change will constitute acceptance of the new terms. (e) This Agreement, including the Cover Page, these General Terms and Conditions, and any other exhibits, schedules or addenda attached hereto and made a part hereof, constitutes the entire agreement of the parties with respect to its subject matter; supersedes all prior agreements and understandings, oral or written, of the parties with respect to this subject matter; and except as expressly set forth herein, may only be modified by a writing signed by Corpay and Customer. (f) Customer shall be bound by and comply with all applicable laws and regulations ("applicable law") and all payment network rules, guidelines, requirements, and prohibitions ("network rules") regarding Customer's use of the Account and Card(s). Customer shall permit Corpay to reasonably investigate or audit Customer's compliance with applicable law and network rules regarding Customer's use of the Account and Card(s). (g) In the event of any conflict between the provisions of the General Terms and Conditions and any Service Schedule, the provisions of the applicable Service Schedule shall control with respect to the applicable service. (h) Any provision of this Agreement that by its nature is intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination. (i) The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. (j) In case one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired hereby. (k) No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, having fully participated in the negotiation of this Agreement, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same. (l) Customer may not transfer or assign this Agreement without the prior written consent of Corpay. (m) Customer acknowledges and agrees that electronic records and signatures shall have the full legal effect of a writing. (n) In the event that the Account is turned over to a collection agency or an attorney for collection of unpaid amounts or otherwise to enforce this Agreement, Customer agrees to pay all costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

[Fee Schedule Follows]

FOR INTERNAL USE ONLY:

MultiCard Transactions

Billing Terms: day(s)

Payment Terms: 7 day(s)

Virtual Card Transactions:

Billing Terms: 1 day(s)

Payment Terms: 0 day(s)

Corpay MasterCard Corporate Card® Agreement

Fee Schedule

Customer shall pay to Corpay a fee as follows:

ACCOUNT FEES:

Setup Fee: \$ 0.00

If Customer is implementing multiple products (virtual card and multi-card) only one setup fee will apply so long as both products are implemented within 3 months of each other; otherwise a second setup fee will be charged by Corpay.

OTHER FEES:

\$ 50.00 Over-limit Fee

\$ 15.00 Account Reinstatement Fee

The following fees will be applied to all overnight MasterCard card orders that are shipped to the same address:

- 1-5 cards* = \$10
- 6-10 cards* = \$15
- 11+ cards* = \$15 + \$1 for each additional card

* Local sales tax may apply. Applies to orders that are shipped to the same address

\$ 20.00 per billing cycle to Provide Paper Copies of Billing Statements and Reports

Customer shall pay an account maintenance fee equal to \$1.50 per transaction for performing any card maintenance transaction through a customer service representative that affects the status of a particular Card and for credit limit or current day activity inquiries by Customer

If a MasterCard Distribution ID is created (i.e. Customer has requested Corpay send transactions to an Expense Management solution external to Corpay, or MC Smart Date Gen 2) Corpay will charge \$150.00 per month and \$.10 per transaction for each transaction for each Distribution ID.

Service Order Prepared For:

Company: **Woodford County Schools-KY**
 Address: **180 Frankfort Street**
Versailles, KY 40383

Service Order Prepared By:

Company: Digital Designs, Inc.
 Address: 3540 Toringdon Way
 Suite 200
 Charlotte, NC 28277

 Joy Fischer

Prepared on: April 1, 2025
 Quote Expiration May 1, 2025

Virtual Payment Platform
Annual Subscription: No Annual Fee.
Premier Client Rebate Revenue Paid QUARTERLY

Virtual Payment Solution
DocAgent Annual Fees

Part Number	Description	Unit Price	Qty	Extended Price
DAH-VPay	Annual Subscription – DocAgent Virtual Payment Platform	\$0.00	1	\$0.00
Total Annual Fees				\$0.00

Services and Software Assurance

Part Number	Description	Unit Price	Qty	Extended Price
PSG-ProfSvc	Installation and Configuration of Virtual Payment Platform	\$0.00	1	\$0.00
PSG-ProfSvc	Training and Support of Virtual Payment Platform	\$0.00	1	\$0.00
	* No Travel or Expense required unless onsite training requested.			
Total Professional Services – One Time Fees				\$0.00

Grand Total: \$0.00

Terms

The initial term of this Agreement ("Initial Term") shall be for a period of three (3) years from the date first written above. The term of this Agreement shall automatically renew for successive two (2) year terms ("Renewal Term") and collectively with the Initial Term and any Extended Term, the "Term", unless notice of non-renewal is provided in a writing signed by the non-renewing party no less than ninety (90) days before expiration of the Initial Term or applicable Renewal Term. At the end of the Term, the Agreement shall automatically renew for successive (2) year extended terms ("Extended Term").

Master Services Agreement

The Master Services Agreement is hereby incorporated by reference in this Service Order ("Master Services Agreement"). Customer acknowledges that all terms of the Master Services Agreement are in full force and effect, its representations and warranties are true and accurate, and it has complied with its covenants in all material respects.

Unless otherwise stated herein, all capitalized terms not defined in this Service Order are defined in the Master Service Agreement. By signing below, Customer accepts the terms of this Service Order. The Agreements constitute the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of the Master Services Agreement and any other Agreement, the terms of the Master Services Agreement shall control.

Service Order Authorization


Customer Signature _____
 Printed Name Shane Smith
 Title CFO
 Date Signed _____

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this _____ day of _____, 2025 (the "Effective Date") by and between **Digital Designs, Inc.**, having a principal place of business at 3540 Toringdon Way, Suite 200, Corporate Headquarters, Charlotte, NC 28277, (hereinafter "DDI"), and **Woodford County Schools-KY**, its principal place of business at 180 Frankfort Street, Versailles, KY 40383 (hereinafter "Company").

1. SERVICES

Subject to the terms and conditions of this Agreement, during the term of this Agreement, DDI will provide Company with services (the "**Services**") as described more particularly on DDI's Service Order and Statement of Work attached hereto and incorporated herein (collectively "**SO**") in the DDI Internet Utility Center(s) as identified on the SO.

2. PAYMENT

- 2.1 Company will pay the fees for the Services as set forth on the SO.
- 2.2 Upon execution of this Agreement, Company shall pay to DDI the Initial Setup Fee (as set forth on the SO) prior to any installation or setup of the services. Fees for the Hosting Services shall be billed on an annual basis in advance. In the event that Company orders additional Services to be covered by the SO such additional Services shall be included at mutually agreed upon prices in a written addendum to the SO.
- 2.3 Payment of Annual Hosting Fees (as described on the SO) ("**Annual Fees**") shall be due within thirty (30) days of the date of each DDI invoice. Invoices shall be delivered to Company at the address set forth in Section 12.10.
- 2.4 All payments will be made in U.S. dollars. Late payments hereunder will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower.
- 2.5 In the event Company's account becomes past due for more than sixty (60) days after written notice of such past due payment is received by Company, then DDI may, in its sole discretion, terminate this Agreement, in which event the terms of Section 4.3 shall be applicable.
- 2.6 All payments required by this Agreement are exclusive of all national, state, municipal or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or enacted in the future, all of which Company will be responsible for and will pay in full, except for taxes based on DDI's income.

3. CONFIDENTIAL INFORMATION

- 3.1 Each party (the "Receiving Party") acknowledges that it will have access to certain confidential and/or proprietary information of the other party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, employees, companies, technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Confidential Information will include, but not be limited to, each party's proprietary software and electronic data. Each party agrees that as a Receiving Party it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary, any of the Disclosing Party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Upon termination or expiration of this Agreement, or upon request of the other party, each party will return all Confidential Information of the other party, including all copies or summaries thereof, in its possession or control to the other party.
- 3.2 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one known to the Receiving Party having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; (iv) is independently developed by the Receiving Party without any use of the other party's Confidential Information.

4. TERM AND TERMINATION

- 4.1 Term. The initial term of this Agreement ("**Initial Term**") shall be for a period of three (3) years from the date first written above. The term of this Agreement shall automatically renew for successive two (2) year terms ("**Renewal Term**") and collectively with the Initial Term and any Extended Term, the "**Term**"), unless notice of non-renewal is provided in a writing signed by the non-renewing party no less than ninety (90) days before expiration of the Initial Term or applicable Renewal Term. At the end of the Term, the Agreement shall automatically renew for successive (2) year extended terms ("**Extended Term**"), and all annual recurring charges shall be increased by ten percent (10%) during the Extended Term.
- 4.2 Termination by Company. Company may terminate this Agreement at any time by providing ninety (90) days advance written notice to DDI. Company shall immediately pay all accrued fees owed to DDI through the date of termination that have not been paid.
- 4.3 Liquidated Damages. Company acknowledges that the amount of the annual recurring fees for Services is based on Company's agreement to pay the annual recurring fees for the entire Initial Term or Extended Term, as applicable. DDI's damages from (i) termination by the DDI associated with a Company Default or (ii) the early termination by Company not associated with a DDI Default are difficult to ascertain. For that reason, Company agrees to pay one hundred percent (100%) of the remaining annual recurring charges and of any charges due and payable under any applicable SO's through the then current Term. Company also agrees to pay one hundred percent (100%) of any third party termination or cancellation charges that DDI incurs as a result of Company's Payment Default for any of the Services ordered for and provided to Company under this Agreement or any subsequent amendment to this Agreement. This provision is intended to establish liquidated damages and is not intended as a penalty. Other than as set forth herein, this liquidated damages provision does not waive or alter any remedies available to DDI under this Agreement for Company's Default or early termination.
- 4.4 Termination of Service Order. Without invalidating this Agreement or any other SO in progress at the time, any single SO may be terminated upon ten (10) days notice to DDI, and neither party shall have any further liability.

- 4.5 Termination due to Bankruptcy. Either party may terminate this Agreement immediately if (a) the other party makes any assignment of its business for the benefit of creditors, (b) the other party files a petition in bankruptcy or has filed against it an involuntary petition under any bankruptcy code (or any similar petition under any insolvency law of any jurisdiction), (c) a receiver, trustee in bankruptcy, or similar officer has been appointed in respect of the whole or a substantial part of a party's assets, (d) the other party is adjudged bankrupt, or (e) if a party is dissolved or liquidated.
- 4.6 Responsibilities of the Parties upon Termination. Upon termination of this Agreement for any reason, (a) the Receiving Party shall return all of Disclosing Party's, defined in Section 3, above, Confidential Information that is in its possession or subject to its control and, upon written request of Disclosing Party, the Receiving Party shall provide a sworn affidavit executed by an officer of Receiving Party certifying that it has complied with the confidentiality provisions of the Agreement (b) Company shall remain liable for payment of fees due prior to such termination, and (c) Company shall return any Deliverables in its possession (d) Company shall pay DDI for conversion services to package and return any Electronic Data requested at current rates.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

- 5.1 All pre-existing materials ("**Materials**") provided by DDI, other than the deliverables created specifically for Company ("**Deliverables**"), as specifically set forth in the SO, shall be the sole and exclusive property of DDI. Materials shall mean Licensed Products User's Manuals and Administrative Guides. Deliverables shall mean all Company related PDF documents including those generated by the Licensed Products and related Database information supplied by Company. To the extent, however, that any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by DDI in connection with Materials or services provided to Company are a derivative of DDI's Intellectual Property (collectively, the "**Licensed Products**"), DDI retains the sole and exclusive right therein and grants Company a worldwide, non-exclusive, royalty-free license ("**License**") during the term of this Agreement, to use DDI's Licensed Products and derivations thereof as incorporated or necessary in conjunction with any such Deliverables.

6. CUSTOMER DATA

- 6.1 All Company Data provided to DDI will remain the sole property of Company to the full extent provided by law.
- 6.2 Company will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Company Data. DDI will not use the Company Data for any purpose other than to provide the Services to Company and for statistical reporting to Company or for Company audit purposes.
- 6.3 DDI will use commercially reasonable security measures to protect Company Data against unauthorized disclosure or use. DDI will notify Company in the event that a security breach has been detected.
- 6.4 In the event the Company determines that a breach or potential breach involves unauthorized access of the DDI network the Company should contact DDI immediately and report the incident. DDI will take all commercially reasonable measures to assess the incident and implement measures to prevent further risk.

7. DISCLAIMERS AND WARRANTIES

- 7.1 Each party represents and warrants to the other party that it has the power and authority to enter into and perform under this Agreement, that this Agreement has been duly executed

and delivered by authorized individuals of each party and constitutes a valid, legal and binding agreement.

- 7.2 DDI represents and warrants that the Services, Materials and Deliverables, including any systems it may install as part of possible Services, will operate substantially as described in the SO and any technical documentation accompanying the system or Services, and will be free of defects in materials and workmanship, for the Term of this Agreement. This warranty includes, but is not limited to, the cost of parts and labor to perform the Services again, or to restore the system, Materials or Deliverables to good working condition by adjustment, repair or other replacement of defective parts with new parts, at DDI's sole cost and expense.
- 7.3 DDI represents and warrants that any services purchased by Company will be performed by qualified and skilled individuals in a timely and professional manner, in conformity with standards generally accepted in DDI's industry. Additionally, DDI represents and warrants that all Confidential Information provided by Company to DDI shall be transferred, utilized and stored in conformity with standards generally accepted in DDI's industry. DDI represents and warrants that: (a) all Company data it stores shall be in a controlled, environmentally stable environment; and (b) DDI has adequate disaster recovery policies and procedures in place to protect Company's data.
- 7.4 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, DDI PROVIDES THE LICENSED PRODUCTS AND SERVICES "AS IS" AND DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR COMPANY'S PURPOSES. DDI DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED.

8. INDEMNITY

- 8.1 Infringement. DDI will defend, indemnify and hold Company, its subsidiaries and affiliates and their respective officers, directors, employees, and agents, harmless from and against any claim brought by a third party to the extent it alleges that the Services or Materials, Deliverables, Licensed Products infringe any United States patent, copyright, or trademark, or misappropriates any trade secret or other proprietary right of that third party ("**Infringement Claim**"), and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Company by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Company arising out of such Infringement Claim; provided that: (i) Company gives DDI prompt written notice upon learning of an Infringement Claim or potential Infringement Claim; (ii) DDI may assume sole control of the defense of such Infringement Claim and all related settlement negotiations, but any such settlement shall include a full release of Company; and (iii) Company reasonably cooperates with DDI, at DDI's request and expense, in the defense or settlement of the Infringement Claim, including the provision of all assistance, information and authority reasonably requested by DDI.
- 8.2 Remedy. In the event of an infringement Claim, DDI shall have the option, at its expense, to (a) modify the Licensed Products, or Services, Materials or Deliverables to be non-infringing; (b) obtain for Company the right to continue using the Licensed Products, Services, Materials, or Deliverables on the same or similar terms as provided in this Agreement; or (c) replace the Licensed Products, Services, Materials, or Deliverables with like functionality. This Section 8 states DDI's entire liability and Company's exclusive remedy for infringement.
- 8.3 Survival. The indemnity provisions in this Section shall survive termination of this Agreement with respect to indemnification obligations arising prior to such termination.

9. ASSIGNMENT

- 9.1 This Agreement shall be binding on and inure to the benefit of the parties' respective assigns, except that the rights granted hereunder cannot be assigned or otherwise transferred by the Company without the prior written consent of DDI.

10. LIMITATION OF LIABILITY

NEITHER DDI NOR ITS AFFILIATED PARTIES SHALL BE LIABLE TO COMPANY FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICES OR THE SITE.

11. MAINTENANCE SUPPORT

- 11.1 DDI reserves the right to notify the Company of scheduled maintenance times to allow general maintenance to be performed on the site.

12. GENERAL PROVISIONS

- 12.1 Governing Law and Venue. This Agreement, any dispute arising under or which is related to this Agreement (whether in contract, tort or otherwise), and the validity, performance and interpretation of this Agreement shall be governed by and construed in all respects, under the laws of the United States of America and the State of North Carolina.
- 12.2 Authority of Authorized Affiliate. Company understands that DDI's Authorized Affiliate is not an employee of DDI and is an independent business entity and, therefore has not express or implied authority to bind DDI nor is DDI liable for any acts of the Authorized Affiliate which are outside the scope of such agency.
- 12.3 Relationship of the Parties. DDI is an independent contractor. At no time will either party represent itself as an agent, employee, lessee, sub-lessee, partner or joint venture partner of the other party, and no employer-employee relationship shall exist between either party and any employee or agent of the other party. Neither party hereto shall have the express or implied right or authority to assume or create any obligation on behalf or in the name of the other party or to bind the other party in regard to any contract, agreement or undertaking with any third party.
- 12.4 Amendment. This Agreement may not be released, discharged, supplemented, interpreted, amended, or modified in any manner except in a writing signed by a duly authorized representative of each of the parties.
- 12.5 Waiver. The failure of either party to require the performance of any obligation under this Agreement shall not be a waiver of that or any other or subsequent breach; all waivers must be in writing signed by the waiving party. The waiver by either party of any breach hereunder, shall not prevent a subsequent enforcement of such obligation or constitute a waiver of any subsequent breach.
- 12.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be amended to achieve as nearly as possible the objectives of, and the same economic effect as the original provision and all other provisions will remain in full force and effect.
- 12.7 Release From Obligations. Neither party shall be liable for any delay or failure to perform its obligations hereunder due to (i) a *force majeure* event (including, without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, civil unrest, terrorism, labor conditions, earthquakes, or any other cause); (ii) or any material condition beyond such party's reasonable control, provided however, that this paragraph does not

excuse any breach of the terms of this Agreement (a) governing the use, reproduction, disclosure or transfer of the Licensed Products or of any Confidential Information of a party; or (b) for failure to pay for Licensed Products or Services rendered hereunder. If the force majeure event referred to herein continues for a period of thirty (30) consecutive days, either party may terminate this Agreement, and neither party shall be deemed in default.

12.8 Non-Solicitation. The parties agree that they will not directly solicit any employee of the other party for the Term of this Agreement. Solicitations of a general nature (e.g., newspaper advertisements) are not prohibited by the foregoing provision.

12.9 Counterparts and Admissibility of Electronic Copies. The Agreement and any amendment or Addendum thereto may be executed in counterparts each of which when executed by the requisite parties shall be deemed to be a complete original document. An electronic or facsimile copy of the executed Agreement or any amendment or Addendum thereto or counterpart thereof shall be deemed, and shall have the same legal force and effect as, an original document.

12.10 Notices. (a) Any notice required under this Agreement shall be delivered by certified U.S. Mail, return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon delivery to the party to whom it is intended (or delivery refusal) at its record address as established by the U.S. Post Office return receipt or the expedited delivery carrier's proof of delivery. The record addresses of the parties are set forth below.

(b) If to Company:

Woodford County Schools-KY
180 Frankfort Street
Versailles, KY 40383
Attn: Chief Financial Officer

(c) If to DDI:

Digital Designs, Inc.
3540 Toringdon Way, Suite 200
Charlotte, NC 28277
Attn: Chief Legal Officer

(d) Either party may change its record address by giving written Notice of such change to the other party.

13. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement between the parties with regard to the subject matter hereof and, shall as of the effective date hereof, supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings between the parties, relating to this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the extension and delivery hereof except such representations as are specifically set forth herein, and each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement upon the facts within their knowledge. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WOODFORD COUNTY SCHOOLS-KY

DIGITAL DESIGNS, INC.

By: _____

By: _____

Name: Shane Smith

Printed or Type

Name: Jeff Buckner

Printed or Type

Title: CFO

Title: President

Date: _____

Date: _____

 SIGN HERE

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** January 29, 2024

TOPIC/TITLE: FY26 Gasoline & Diesel Contract

PRESENTER: Shane Smith

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

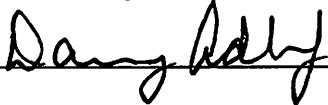
SUMMARY OF MAJOR ELEMENTS:

FY26 Gasoline & Diesel Contract

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



Robinson Oil Company, Inc.

P.O. Box 4207

Frankfort, KY 40604-4207

2025-2026

Invitation to Bid - Gasoline & Diesel ~~2024-2025~~ School Year

31 Page

- The contract price will change as new "terminal price" and schedules become effective and are submitted to the Board of Education. The contract holder shall submit or have submitted to the Board of Education Accounting Department, 330 Pisgah Pike, Versailles, KY 40383, all revisions and changes of the charges in the terminal price schedule.

METHOD OF PAYMENT:

Payment of invoices are processed weekly with payments made each Friday; Tuesday is the cutoff for most weeks - holidays and inclement weather days may change the schedule.

Bid Price: Add-on Price

Per Gallon

Regular Gas 87 Octane Tanker, 2000 gallons or less per delivery \$.04

Diesel 3000 gallons or less per delivery \$.04

Bulk Diesel Fuel Storage Fuel Additive/Treatment \$ Free 0.00

Will Pre-condition fuel before each delivery: Yes ✓ No

Time required after receipt of an order until delivery is complete: One Hour

NOTE: Lowest price will be computed on total expected usage in each category.

The envelope for returning this bid should be marked:

"Do Not Open - Fuel Bid Enclosed", and denoted as Reference # FUEL-23

.....
The bid will be awarded on the following basis:

Meeting quality standards

Supply known brands

Distributor must be located in the Central Kentucky area

Lowest bid price

Deliver options

Pre-condition Fuel before each delivery.

NAME OF FIRM Robinson Oil Company, Inc.

BY Bert Robinson, Jr.

TITLE President

ADDRESS 90 Mill Rd

CITY Frankfort ST KY ZIP 40601

PHONE 502-695-2323 DATE 02/20/25

SIGNATURE Bert Robinson

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

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

TOPIC/TITLE: FY26 Propane Renewal

PRESENTER: Shane Smith

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

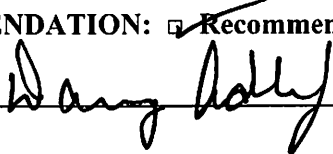
FY26 propane contract renewal.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



53 SLATE BRANCH RD
SOMERSET KY 42503-6101

WOODFORD COUNTY PUBLIC SCHOOLS
330 PISGAH PIKE
VERSAILLES KY 40383-9214



We are pleased to offer our FerrellSecure Program to help manage your energy costs. With our FerrellSecure Lock Plan, you receive a fixed price for propane during the term of your agreement. The fixed price shown does not include taxes or other fees applicable to your account. Propane delivered prior to May 1, 2025, after April 30, 2026, or in excess of 38,000 gallons may be billed at the current daily price.

You agree to purchase propane only from Ferrellgas until the expiration date of the agreement or until all contracted gallons are purchased. If you fail to keep your account current, your participation may be terminated and all future gallons may be billed at the current daily price.

This is a group agreement and all Customers listed on the attached page(s) will be permitted to purchase against this agreement per the terms stated above. This agreement is addressed to the Primary Customer and their response to this agreement confirms the acceptance of all Customers. In addition, the Primary Customer is responsible for any damages as set forth in the terms and conditions on the back page of this agreement. Only the Primary Customer and Ferrellgas can make decisions concerning this contract.

To activate your FerrellSecure agreement, Ferrellgas must receive your signed Return Slip below by April 19, 2025. Please see the back of this document for additional terms, conditions, and important safety information.

Page 1 of 2

BA0000004998892 17-APR-2025_02:23:09.000000_AM

Amount Paid:

Check Number:

BA0000004998892 17-APR-2025_02:23:09.000000_AM

Return Slip

WOODFORD COUNTY PUBLIC SCHOOLS
330 PISGAH PIKE
VERSAILLES KY 40383-9214



Address change or correction?

Check this box and provide corrected information
on the reverse side of this slip.

Please sign here

Date

X

I agree to purchase propane from Ferrellgas and agree to the terms, pricing plan and quantity stated above.

Agreement Information

Customer Account 121054828
Primary Site 121054839
Ferrellgas Location LEXINGTON KY

Start Date May 1, 2025
End Date April 30, 2026

Product Description
PROPANE MOTOR FUEL FIXED

Contracted Gallons 38,000
Fixed Price \$ 2.2990

Enrollment Fee Waived

Response MUST
be received by April 19, 2025

Questions?

606-679-2906
1-866-947-8892

Contracted Gallons 38,000
Fixed Price \$ 2.2990

Response MUST
be received by April 19, 2025

FERRELLGAS
53 SLATE BRANCH RD
SOMERSET KY 42503-6101

The following customers are permitted to purchase propane against this agreement:

Woodford County Public School-Bus Garage	Site Number Service Level	121054839 Keep Full
Woodford County Public Schools-# 96 - 20	Site Number Service Level	2004461965 Will Call
Woodford County Public Schools-# 98 - 20	Site Number Service Level	2004461991 Will Call
Woodford County Public Schools-#46 Fill	Site Number Service Level	2004436710 Will Call
Woodford County Public Schools-#56 Fill	Site Number Service Level	2004436671 Will Call
Woodford County Public Schools-#76 Fill	Site Number Service Level	2004436708 Will Call
Woodford County Public Schools-#86 - 207	Site Number Service Level	2004461939 Will Call
Woodford County Public Schools-#97 - 207	Site Number Service Level	2004461977 Will Call

If the above list of Customers is incorrect, please notify Ferrellgas immediately.



WOODFORD COUNTY HS

VERSAILLES, KENTUCKY

GAME ONE | ADIDAS

PARTNERSHIP AGREEMENT

7/1/2025



This Exclusive Activities Agreement (this "Agreement") is entered into between Game One and **Woodford County High School (School)**, effective as of **7/1/2025**. The parties agree as follows.

1. **Term.** This is a **five year** Agreement, starting on **7/1/2025** with an end date of **6/30/2030**. This is a binding agreement. This exclusive agreement includes but is not limited to, all sports and activities offered by the school and its participants.
2. **Customer Benefits.** During the term of this agreement, the school will remain in good standing, by staying in payment terms, given Net30 on all Invoicing. For Fall Billing orders, Game One and Woodford Co. coaches/administration will work together to determine which orders shall be Invoiced on the following fiscal year regardless of order date and ship date. Woodford County shall maintain approximate yearly spend of **\$100,000**. This total Includes all purchases by athletic department, booster club, school organizations, bookstore, E-Comm stores, and more.

Product Discounts. During the Term of the Agreement, School will be eligible to purchase products through Game One at the following discounts. School Purchase Order required.

- a) Branded Apparel/Accessories: **40%**
- a. Branded Footwear: **35%**
- b. Custom Uniforms/Apparel: **Discount Schedule/deadlines to be provided.**
- c. Unbranded Apparel/Accessories: **30%**
- d. Equipment/Hardgoods: **Preferred Plus Pricing/quote**

Promotional Product Allotments:

*Up-front program promo used at retail price on stock items (Valid **7/1/2025** to **6/30/2030** of each year).

All promo listed below is in addition to the brand contributions from Adidas Proposal

- **Year 1** - Branding Signing Bonus Dreamseat Custom Furniture (4 Sofa/Love Seats)
- **Years 2 & 4** - Choice of 500 Adidas Cinch Bags OR 500 Water bottles for student athletes
- **Annual Facility Branding Package** from Game One
 - **Year 1- Light pole Banners & Goal Post Pads**
 - **Year 2 - Track Windscreen + Bleacher Screens**
 - **Year 3 - Middle School Baseball/Softball Windscreen**
- **Promo Bonus Yearly** at below rate:
 - **\$3,000** at **\$150,000** Total Spend (Product, Free Goods)
 - **\$5,000** at **\$200,000** Total Spend (Product, Free Goods)
- **Annual Adidas Product Allotment** - **\$1,000** discretionary to Principal/Athletic Director

3. **E-Comm & Fundraising Opportunities.** During term of agreement, school will use Game One as its official e-Comm Team, Athlete & Fan Store provider. All school activities shall build and promote e-Comm stores exclusively through Game One & shall not promote apparel, footwear, and accessory purchases from vendor other than Game One. School will be eligible for the below fundraising opportunities.

- a. **Online Webstores (Custom, Express, Fan Stores & Athlete Stores)**
 - a) Flash Website set-up to meet the needs of specific Team/Activity
 - b) Product specific fundraising available on Flash websites paid as rebate (see item e.)
 - c) Rebate rate agreed upon at store set-up.
 - d) Fan Store open 24/7/365 and promoted on school website & athletic emails.
 - e) Rebate paid via account credit or product rebate quarterly.

4. **Exclusive Use.** During the Term, School and all Booster Clubs shall promote that each team (athletes and staffs) uses and wears products provided by Game One whenever engaged in any game day activity, being photographed, or filmed by motion picture or videotape and conducting or participating in camps or clinics.

5. **Marketing.** During the Term, School and all Booster Clubs shall provide Game One Logo placement on School affiliated websites, all social media outlets such as, but not limited to, Facebook, Twitter, Instagram, Snapchat, Triller, and TikTok, game day programs, and any Athletic/Activity Department Golf Events.
6. **Exclusive Agreement.** School and all Booster Clubs shall not enter into an endorsement or similar agreement with a third party during the term. This would include game uniforms, footwear, spirit wear, accessories, or similar items used by the Athletic/Activities Department of School. School shall provide Game One equal opportunity to quote all equipment needs.
7. **Force Majeure.** In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, acts of terrorism, voluntary or involuntary compliance with any regulation, law, or order of any government, war, acts of war, civil commotion, epidemic, failure or default of public utilities or common carriers, equipment or transmission failure, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe, or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Miscellaneous.

- **Confidentiality.** Subject to applicable state public records law, the terms of this Agreement are strictly confidential, and neither party may disclose the terms hereof to any third party without the prior written consent of the other party.
- **Compliance with Law.** Each party shall comply with all laws, rules, and regulations applicable to it in the performance of its obligations under this Agreement.
- **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- **Binding Effect.** Agreement will be binding on and inure benefit of the parties & their respective heirs, personal representatives, successors, & permitted assigns.
- **Assignment.** School may not assign, sell or transfer this Agreement or any of its rights, interests, or obligations under this Agreement.
- **Construction.** Captions used in this Agreement are provided for convenience only & will not affect the meaning/interpretation of any provision of this Agreement.
- **School/Game One Relationship.** Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership, or joint venture relationship between the parties.
- **Entire Agreement.** This Agreement, together with the terms & conditions of the vendors represented by Game One, & of terms of net 30 payment on school-funded purchases, in connection with the execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.
- **Warranties.** Game One shall not be liable for any injury or damage suffered by School, its students, staff, or volunteers from wearing or using products or any other product service provided, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent, such injury or damage is caused by Game One's gross negligence or willful misconduct. All goods and services purchased or otherwise acquired by School and/or Booster Clubs pursuant to this agreement are transferred as-is. Game One hereby disclaims all implied warranties, including the warranties of merchantability and fitness for a particular purpose and those that may arise by course of dealing, course of performance, or usage of trade.
- **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit, or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.
- **Vendor Termination.** Game One, in its sole discretion, may reduce the amount of Promotional Merchandise and/or terminate Agreement if School or Booster Clubs fail to use/wear products provided by Game One as required. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement.
- **Customer Termination.** During the Term, School shall notify Game One of any instances of not meeting the service level agreement. Upon notification, Game One shall have 60 days to adhere to said service level agreement. Should Game One fail to meet the service level agreement after 60 days, School may terminate Agreement.

In witness whereof, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement.

Woodford County High School

First & Last Name

Title

Signature

Date

Game One

First & Last Name

Title

Signature

Date

Thank you for the trust you have placed in Game One!



This Team Agreement ("Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and WOODFORD COUNTY SCHOOLS ("Customer"), effective as of the first day of the Term (as defined below). The parties agree as follows:

1. **Term and Covered Teams.** This Agreement starts on 7/1/2025 and ends 6/30/2030 (the "Term") and shall automatically renew for one year each year thereafter unless adidas or Customer terminates the Agreement pursuant to section 8 below. This Agreement includes the following sports, teams, and their participants: **ALL SPORTS SUPPORTED BY WOODFORD COUNTY SCHOOLS** (the "Teams" and "Team Participants").
2. **adidas Products.** During the Term, Customer agrees to purchase adidas footwear, apparel, accessories, uniforms, headwear, and equipment ("adidas Products") from an authorized adidas Team Dealer and/or an authorized third-party licensee such as Agron or Saranac (an "adidas Licensee") for Team Participants' use in accordance with the adidas Team Program. Customer shall be eligible to purchase adidas Products at the following discounts:

Product	Discount
adidas Footwear	Up to 35% off MSRP
adidas Apparel and Accessories	Up to 40% off MSRP
adidas Uniforms (stock + adiCustom)	Up to 40% off MSRP
adidas Locker Room Apparel	Up to 35% off MSRP
adidas Locker Room Headwear	Up to 25% off MSRP
Agron	Up to 40% off MSRP
Saranac	Up to 40% off MSRP

3. **Exclusive Use.** During the Term, Customer ensures that, to the extent Customer or any other individual or entity acting on Customer's behalf (including any individual or entity providing financial support to the Teams) provides the Teams (including Team Participants) with footwear, apparel, and/or accessories for use in competition or any other Team events or activities, each Team (including Team Participants) shall exclusively use and wear adidas Products whenever engaged in such competition, events, or activities. Customer shall not permit any Team Participant or any other person to "spat," obstruct, or alter adidas's logos and marks in any way.
4. **License.** Customer hereby grants to adidas the exclusive, royalty-free right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use Customer's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. Customer shall not knowingly grant any comparable right to any other person or entity during the Term if the other person or entity is engaged in any business competitive with adidas.
5. **Target Annual Spend.** For each School Year during the term, Customer agrees that it shall have a targeted purchase volume of **\$110,000** measured in actual amounts paid by Customer (i.e., after applying the discounts set forth in section 2 above but not including Promotion Merchandise set forth in section 6 below). If Customer fails to comply with this target purchase requirement for any School Year, adidas may reduce the amount of Promotional Merchandise provided to school during that School Year and/or a future School Year in an amount sufficient to offset any loss to adidas.
6. **Promotional Merchandise.** For each School Year during the Term, adidas shall provide Customer with Promotional Merchandise at no cost to Customer in the amounts set forth below.
 - 6.1. "Promotional Merchandise" is defined adidas Products available from the adidas Team Sales Catalog, excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each School Year are divided equally into two six-month periods, the first from July 1 to December 31, and the second from January 1 to June 30. Any unused amounts of Promotion Merchandise from either of these

six-month periods expire on the last day of the six-month period (i.e., on December 31 and June 30), and cannot be carried over to the next six-month period and/or School Year. Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of Customer. All Promotional Merchandise ships free via ground and Customer cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.

- 6.2. For each School Year during the Term, adidas shall provide Promotional Merchandise to Customer as follows:

Allocation	Amount
HS Promo Allotment (7/1-12/31)	\$7,500 at MSRP
HS Promo Allotment (1/1-6/30)	\$7,500 at MSRP
HS Year 2 Football Uniform Allotment	Up to \$30,000 at MSRP
JH Promo Allotment (7/1-12/31)	\$2,500 at MSRP
JH Promo Allotment (1/1-6/30)	\$2,500 at MSRP
JH Year 1 Football Uniform Allotment	Up to \$16,400 at MSRP
Promo Allotment in Years 1,3 and 5 for Student Athlete Gift	Up to \$10,000 at MSRP

- 6.3. In addition to the Promotional Merchandise set forth above, Customer may participate in adidas's online Incentive Program during the Term, subject to applicable Incentive Program rules, terms, and conditions.

7. **Other Proposals and Rights of First Refusal and First Dealing.** Customer may not enter into any agreement with a third party that is similar to this Agreement and that is intended to take effect during the Term. During the Term, Customer also shall not enter into any similar agreement with a third party taking effect after the Term without first giving adidas an opportunity to enter into a new agreement with Customer for such rights on the same terms and conditions as those offered by the Third Party, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). Customer shall notify adidas of any Third Party Terms it receives during the Term. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of any Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then Customer shall enter into a new agreement with adidas consistent with the Third Party Terms.
8. **Termination.** This Agreement is binding during the Term. Either party may terminate this Agreement, effective at the end of the Term (i.e., at the end of the initial Term or the end of any one-year extension thereof), by providing written notice no less than 30 days before the expiration of the Term. adidas may, in its sole discretion, terminate this Agreement and/or reduce the amounts of Promotional Merchandise set forth in section 5 above if the Teams or Team Participants fails to use adidas Products as required or if Customer fails to meet its annual target purchase requirement. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including section 6 above, shall survive the expiration or termination of this Agreement.
9. **Miscellaneous.**
- 9.1. **Confidentiality.** (Subject to applicable state public records law), the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party.
- 9.2. **Compliance with Law.** Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
- 9.3. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

- 9.4. Assignment. Customer may not assign, sell, or transfer this Agreement or any of its rights, interests, or obligations under this Agreement without adidas's prior written consent.
- 9.5. Severability and Construction. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement.
- 9.6. Customer/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership, or joint venture relationship between the parties.
- 9.7. Entire Agreement. This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of any account or credit application completed in connection with execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.
- 9.8. Limitation of Liability. adidas shall not be liable for any injury or damage suffered by Customer or any Team Participants from wearing or using adidas Products, and Customer expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES. ADIDAS'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES. ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY CUSTOMER PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**
- 9.9. Representations and Warranties. Each party represents and warrants that it is not party to any agreement, contract, or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement, and that it has the due and proper authority to enter into and perform its obligations under this Agreement.

IN WITNESS WHEREOF, the undersigned hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

adidas America, Inc.

Name: Thomas Bauman

Title: Sr. Manager National Partnerships

Date: 3/9/2025

Name: Alex Moormeier

Title: Key Account Rep

Date: 3/9/2025

WOODFORD COUNTY SCHOOLS

Name:

Title:

Date:

Name:

Title:

Date:

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 1, 2025

TOPIC/TITLE: ParentSquare Renewal

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:

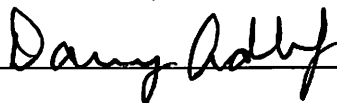
SUMMARY OF MAJOR ELEMENTS:

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

IMPACT ON RESOURCES: \$17,469.90 for FY26 (\$15,765.75 for FY25) for ParentSquare Communication and \$8,796.90 for FY26 (\$8,100 FY25) for website.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended





Woodford County, KY - 2106000 - July 2025 Renewal

Pricing Term Start Date: July 01, 2025 | Pricing Term End Date: June 30, 2026 | Quote
Create Date: April 9, 2025 | Reference: 20250409-083923653

Woodford County, KY - 2106000

330 Pisgah Pk

Versailles, KY 40383

United States

Josh Rayburn

josh.rayburn@woodford.kyschools.us

859-879-4600

Comments

Valerie Conti - Parentsquare, Inc.

Products and Services

Item & Description	Billing Start	Term	Quantity	Unit Price	Total
	Date	(Months)			

SmartSites (Multi-site)	07/01/2025	12M	4130	\$2.13	\$8,796.90 annually
Engage	07/01/2025	12M	4130	\$4.23 After \$0.77 discount	\$17,469.90 annually
<ul style="list-style-type: none"> • Urgent Alerts • Personalized Auto Notices • Social Media & Website Share • Attendance Notifications • Posts & Newsletters • Classroom Communications • Direct Messaging • StudentSquare • Appointments • Volunteering & Sign Ups • Volunteer Hours • Directory • Forms & Permission Slips • Calendar & Event RSVPs • Invoices & Payments • Polls & Surveys • Fundraising • Resource Hub • SIS Integrations w/ SSO • Analytics & Reporting • Archiving • Mobile App & Web Portal • Language Translation 					

Totals

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Josh Rayburn

josh.rayburn@woodford.kyschools.us

Verify to sign

Quote expires: July 8, 2025

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

Questions? Contact Me



Valerie Conti

valerie.conti@parentsquare.com

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 28, 2025

TOPIC/TITLE: FY25 Audit Contract and Engagement Letter

PRESENTER: Shane Smith

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

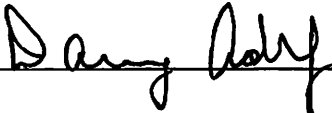
Attached is the FY25 audit contract and engagement letter for approval.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



Independent Auditor's Contract

To provide for a school district audit in compliance with KRS 156.255, 156.265, 156.275, 156.285, 156.295, and 156.480, this agreement is entered into between the Woodford County Board of Education (BOARD), and Summers, McCrary, & Sparks, PSC (ACCOUNTANT), who is a Certified Public Accountant, or a Public Accountant registered with the Kentucky State Board of Accountancy.

I. DUTIES OF ACCOUNTANT

- A. The ACCOUNTANT shall render an opinion on the financial statements of the BOARD for fiscal year 2024-2025. The scope and nature of the audit shall be in accordance with the Auditor Responsibilities and State Compliance Requirements. These requirements are incorporated as a part of this agreement.
- B. ACCOUNTANT shall address the audit report and written comments to the BOARD and to the State Committee for School District Audits (COMMITTEE).
- C. ACCOUNTANT shall deliver the audit report in accordance with Section VII.A. DELIVERY OF AUDIT REPORT. If the audit report cannot be timely submitted, the ACCOUNTANT shall submit an Audit Extension Request in accordance with Section VI.A. AUDIT EXTENSION REQUEST.

II. DUTIES OF BOARD

- A. The BOARD shall make available to the ACCOUNTANT no later than August 1, 2025, all books, accounts, reports, vouchers, correspondence files, records, money, and property under its control which may be requested by the ACCOUNTANT in the course of performing the audit.

III. AUTHORITY OF COMMITTEE

- A. The COMMITTEE and the Kentucky Department of Education (KDE) may examine work papers of the ACCOUNTANT and may perform quality control reviews of the audit procedures utilized during the course of the audit;
- B. The COMMITTEE and the BOARD may prohibit the use of any subcontractor by the ACCOUNTANT in their sole discretion. During the term of the contract, no subcontractor shall be used without the prior written approval of the COMMITTEE and the BOARD; and
- C. The COMMITTEE will consider Audit Extension Requests submitted by October 1, 2025 to KDE pursuant to Section VI. Provided the COMMITTEE determines the delay is unavoidable and due to factors beyond the ACCOUNTANT'S control, the COMMITTEE may, in their sole discretion, allow for the audit to be submitted to KDE without penalty after November 15, 2025, due date.

IV. COMPENSATION

- A. The ACCOUNTANT shall be paid an amount agreed upon between the ACCOUNTANT and the BOARD, consistent with the Audit Acceptance Statement, which is incorporated herein by reference, for the successful completion of the work defined by this agreement.
- B. Final payment is predicated upon completion of the work as described in Section I. DUTIES OF ACCOUNTANT and delivery of documentation as described in Section VII. DELIVERY OF AUDIT REPORT.
- C. The ACCOUNTANT shall submit to the BOARD an invoice for payment which shall be signed by the ACCOUNTANT and contain adequate supporting documentation such as: **detail of hours worked by each auditor classification (e.g., partner, manager, supervisor, senior, staff, etc.) in major audit areas or supervisory/administrative functions.**

V. SUPPLEMENTAL AGREEMENTS

- A. The scope of the audit may be increased or decreased by written supplemental agreement between the BOARD and the ACCOUNTANT.

VI. AUDIT EXTENSION REQUEST

- A. If the audit cannot be completed on or before November 15, 2025, due to factors beyond the control of the ACCOUNTANT, the ACCOUNTANT shall electronically submit an Audit Extension Request form, fully completed by both the ACCOUNTANT and the BOARD, to KDE by October 1, 2025. The form is provided in **Appendix I - Audit Extension Request**.

VII. DELIVERY OF AUDIT REPORT

- A. The ACCOUNTANT agrees to begin the audit of the BOARD on or before August 1, 2025 or 15 days from execution date of this contract, and further agrees to complete and deliver a signed paper copy of the audit report to the BOARD, and an electronic copy to KDE in accordance with **Appendix II - Instructions for Submission of the Audit Report** on or before November 15, 2025, or at a later date approved by the COMMITTEE. The electronic copy of the audit report must be received by KDE on or before November 15, 2025, for it to be considered filed timely. If the audit report has not been received by KDE on or before November 15, 2025, or by the later date approved by the COMMITTEE, the audit will be considered late and penalties as outlined in Section VIII. PENALTIES may be imposed at the discretion of the COMMITTEE.

VIII. PENALTIES

- A. There may be a 10% reduction of the audit fee if one or more of the following conditions occur: (1) the audit report is not submitted in accordance with VII.A. DELIVERY OF AUDIT REPORT; or (2) the audit report does not contain the information shown under Audit Report Requirements incorporated as a part of this agreement.
- B. The ACCOUNTANT may, in the sole discretion of the COMMITTEE, be ineligible to conduct a school district audit for the upcoming fiscal year if one or more of the conditions in section VIII. A occur.
- C. The COMMITTEE may, in its sole discretion, waive penalties for delays caused by circumstances beyond the control of the ACCOUNTANT.

IX. EFFECTIVE DATE

- A. The term of this agreement shall be from 6/30/25 through June 30, 2026, unless terminated under the provisions hereof. This agreement, between the ACCOUNTANT and the BOARD, shall not become effective until this contract has been approved by the COMMITTEE and signed by the COMMITTEE Chair.

X. TERMINATION

- A. The BOARD shall have the right to terminate and cancel this contract at any time without cause upon thirty (30) days written notice served on the ACCOUNTANT by registered or certified mail. The BOARD shall have the right to terminate and cancel this contract for cause upon five days written notice served on the ACCOUNTANT by registered or certified mail.
- B. If cause exists to terminate the contract, and the BOARD does not terminate, the COMMITTEE may terminate and cancel this contract for cause upon five (5) days written notice served on the ACCOUNTANT by registered or certified mail.
- C. "Cause" includes, but is not limited to any of the following:
 - 1. Failure to commence work within fifteen (15) days of execution of the contract or on or before August 1, 2025, whichever is later.
 - 2. Previous history of extension requests by the same ACCOUNTANT for the same district.
 - 3. Failure to submit the audit on or before November 15, 2025.
 - 4. Failure to communicate to KDE timely about problems encountered in conducting the audit.
 - 5. Violation of any of the provisions in Section XI. REPRESENTATIONS AND WARRANTIES; or
 - 6. Failure to abide by any of the terms and conditions of this agreement.

Cause shall not include any factor wholly the fault of the BOARD.

XI. REPRESENTATION AND WARRANTIES

- A. The ACCOUNTANT is legally able and authorized to enter into contracts with the BOARD, including on behalf of any entity under which the ACCOUNTANT practices.
- B. The performance of this agreement would not violate any conflict-of-interest law, including but not limited to KRS 156.480.

- C. The ACCOUNTANT has no personal interest in the financial affairs of the BOARD or any of its officers or employees.

XII. CHOICE OF LAW AND FORUM

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

XIII. MATERIALS INCORPORATED BY REFERENCE

- A. Any materials referred to herein are incorporated by reference and made a part of this contract, which shall include the materials attached hereto and supplied to the ACCOUNTANT, consisting of 29 pages.

XIV. MISCELLANEOUS

- A. ACCOUNTANT or Partner has authority to enter into this contract on behalf of the FIRM noted below.
B. A copy or electronic copy of this contract shall be enforceable the same as an original.
C. This contract may be executed in terms of our counterparts and taken together shall serve as a single enforceable contract.

THIS AGREEMENT ENTERED INTO AS DATED BELOW:

AGREED TO BY:

Woodford County

BOARD OF EDUCATION

Summers, McCrary, & Sparks, PSC

ACCOUNTANT/FIRM

BY: SCHOOL BOARD CHAIR **DATE**

Rgt R J. McCrary *4/17/25*

BY: ACCOUNTANT or PARTNER **DATE**

SECRETARY **DATE**

ACCEPTED BY:

STATE COMMITTEE FOR SCHOOL DISTRICT AUDITS

BY: STATE COMMITTEE CHAIR **DATE**

One signed audit contract is due to KDE by close of business on May 30, 2025.

Please send to: Finance.Reports@education.ky.gov

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

Summers, McCrary & Sparks, P.S.C.
Lexington, Kentucky
and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Summers, McCrary & Sparks, P.S.C. (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Summers, McCrary & Sparks, P.S.C. in effect for the year ended May 31, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Summers, McCrary & Sparks, P.S.C. has received a peer review rating of *pass*.

Mitchell Emert & Hill

November 9, 2023

SUMMERS, MCCRARY & SPARKS, P.S.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS:

AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

KENTUCKY SOCIETY
OF CERTIFIED PUBLIC ACCOUNTANTS

PRIVATE COMPANIES
PRACTICE SECTION OF THE AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

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April 16, 2025

To Woodford County Board of Education
Woodford County School District
180 Frankfort Street
Versailles, KY 40383

We are pleased to confirm our understanding of the services we are to provide for Woodford County Board of Education for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Woodford County School District as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Woodford County School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Woodford County School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of District's Proportionate Share of Net Position Liability
- 3) Schedule of District Contributions – Pension
- 4) Schedule of District's Proportionate Share of New OPEB Liability – Medical Insurance Plan
- 5) Schedule of District Contributions – Medical Insurance Plan
- 6) Schedule of District's Proportionate Share of Net OPEB Liability – Life Insurance Plan
- 7) Schedule of District Contributions – Life Insurance Plan

We have also been engaged to report on supplementary information other than RSI that accompanies Woodford County School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Balance Sheet – Non-major Governmental Funds
- 3) Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-major Governmental Funds
- 4) Combining Statement of Receipts, Disbursements and Fund Balances – School Activity Funds
- 5) Statement of Receipts, Disbursements and Fund Balances – Woodford County High School Activity Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures

to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure of communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper Revenue Recognition
- Non-Compliance with Federal Programs
- Management Override of Controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the school district and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures

responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Woodford County School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Woodford County School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Woodford County School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months, if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on August 1, 2025.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Summers, McCrary & Sparks, PSC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which Summers, McCrary & Sparks, PSC is not involved, you agree to clearly indicate in the exempt offering document that Summers, McCrary & Sparks, PSC is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of

measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statement on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Woodford County School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may

substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Summers, McCrary & Sparks, PSC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Kentucky Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Summers, McCrary & Spark, PSC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Kentucky Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Thomas S. Sparks, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately August 1, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$24,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Members of the Board of Directors of Woodford County School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to

provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Woodford County School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2023 peer review report accompanies this letter.

Very truly yours,

Summers, McCrary & Sparks, PSC

Summers, McCrary & Sparks, PSC

RESPONSE:

This letter correctly sets forth the understanding of Woodford County School District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____