

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII D **DATE:** June 9, 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:

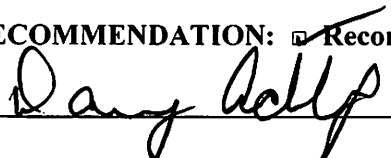
SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Foster Care Transportation Agreement (DCBS); Personnel MOA (Misty Higgins); Personnel MOA (Amy Gordon); FY26 Cooperative Membership Agreement (KEDC); FY26 No Red Ink Master Service Agreement; User Licence Agreement (Infinite Campus); Affiliation Agreement for Student Internships (University of Kentucky Hospital); Emergency Medical Services Pathway MOU (City of Versailles); FY26 MOU (Life Adventure Center);

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



Woodford County Public Schools Foster Care Transportation Agreement:

Parties to the Agreed Plan:

1. Woodford County Public School (WCPS)
Point of Contact: Jill Hargis (Jill.Hargis@woodford.kyschools.us) 859-967-8838
2. Woodford County Department for Community-Based Services (DCBS)
Point of Contact: Brittney Ellison (Brittney.Ellison@ky.gov) 859-753-7136

Providing Transportation

The child welfare agency (CWA) will notify the local education agency (LEA). This notification will occur when the child has been placed in foster care or had a change in placement. DCBS can identify students who need transportation to the school of origin or in need of a meeting to decide best interest. After the initial notification occurs a **Best Interest Determination (BID)** meeting will be scheduled.

Best Interest Determination (BID)

The BID meeting will take place in person. The parties present will be the DCBS supervisor of the child welfare agency and Jill Hargis the Foster Care Point of Contact for the local education agency. The principal from the school of origin will be invited along with the foster care parents, biological parents, transportation director, and student's school counselor; however all are not required to attend the local child welfare agency Brittney Ellison must be present. The Foster Care Point of Contact of the LEA will be responsible for inviting the appropriate team members to the BID meeting. The BID meeting will take place within 3 business days of the time the student is placed in foster care or had a change in placement. Student centered factors will be used to determine what is in the student's best interest. These factors will include:

- Preferences of the student and the student's parents(s)
- The student's attachment to the school of origin, including meaningful relationships with staff and peers.
- The student's involvement in extracurricular activities at the school or origin.
- Placement of the student's sibling (s)
- Influence of the school climate on the student, including school safety

The final BID decision will be communicated by the Foster Care Point of Contact to all parties involved through either phone call or email within 24 hours.

Options

The local child welfare agency (CWA) and Woodford County School District shall jointly ensure that the federal education stability requirements are met, members of the BID meeting will operate under the presumption that remaining in the school of origin is the child's best interest unless a determination is made that is not in the child or youth's best interest.

Considering Low-Cost or no-Cost Transportation Options for youth in Foster Care

Point of contacts will meet and conference with Woodford County Schools' Director of Transportation to consider low-cost or no-cost transportation options. This may include employing an existing bus route in the district, conferencing with a neighboring district, or other similar options. Woodford County Schools staff will initiate the discussion with other school districts if needed. There is no public transportation in Woodford County the school district bus system or school district vehicle may be utilized as appropriate means of transportation.

Arranging Transportation

After transportation options have been arranged and agreed. DCBS will make certain that transportation has been activated.

- Points of contact will have 5 days to begin a transportation plan.
- During those 5 days, DCBS will organize transportation to the school of origin.
- WCPS point of contact will arrange any school transportation use with WCPS transportation director or other close districts as needed.
- If the foster family or a family member of the child provides transportation, DCBS will coordinate with that adult.
- If the foster family provides transportation for short or long term the transportation will be provided at no cost to the student or parent.
- If any use of public transportation is utilized, DCBS will coordinate details and put safety procedures together for the foster child.
- WCPS point of contact will arrange any IEP/504 requirements for transportation to be considered when decisions are made.
- If the student is preschool age, they will be provided the same transportation considerations as all other students.

Funding Transportation

If an additional cost is incurred for providing transportation to school or origin, DCBS and WCPS will examine all allowable funding sources, including federal funds, to cover additional transportation costs. After review, if funding sources are not readily identified, DCBS and WCPS will begin discussions to determine if DCBS will pay the additional cost. WCPS will pay the additional cost, or if the additional cost will be split.

State and local funds will be used to cover costs for transportation. Title I, Part A funds and Title IV-E maintenance payments will be available to cover the additional costs to maintain children in foster care staying in their schools of origin.

Dispute Resolution Process to Consider if an Agreement Cannot Be Reached

If DCBS and WCPS cannot reach an agreement on how to fund added transportation costs, the cost will be negotiated through each agency's respective leadership line. A student in foster care will remain in their school of origin while disputes are being resolved.

Review and Signatures

This transportation agreement was agreed to by both parties on: _____

Authorized Signature of Woodford County Superintendent _____

Authorized Signature for Woodford County Schools: _____

Authorized Signature for Woodford County Child Welfare Agency: *Brittney Ellison BSW, FSOS*

Name of authorized representative for Woodford County Child Welfare Agency: Brittney Ellison



Commonwealth of Kentucky

CONTRACT

Document Number: PON2 540 2500003126 **Version:** 1

Record Date:

Document Description: Personnel MOA - Educational Consultant - Misty Higgins

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Nicole Crosthwaite
Phone: 502-564-1979
E-mail: nicole.crosthwaite@education.ky.gov

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

Effective From: 2025-07-01

Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Personnel MOA - Educational Consultant - Misty Higgins	\$0.000000	\$150,134.00	\$150,134.00

Extended Description:

Effective Date: July 1, 2025 - June 30, 2026

50% Federal E53424 CFDA #84.367A MUNIS #401MM

50% General

The vendor will furnish the services of its employee in the following capacity:

Name: Misty Higgins
Title: Educational Consultant
Location: Office of Teaching and Learning

Under general direction, provide consultative services and technical assistance to local school system personnel, classroom teachers and other state and private agencies in planning, developing, implementing and evaluating standards-based curriculum and instructional programs around the Kentucky Academic Standards.

The contract amount for the district employees services includes contract salary (KDE contract 230 days), district level stipend, fringe benefits and school districts indirect costs. The total contract includes a 3% adjustment allowance.

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

Method of Payment: Quarterly payments will be made by October 15, January 15, April 15 and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

Shipping Information:	Billing Information:
	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW FrankfortKY40601

TOTAL CONTRACT AMOUNT	\$150,134.00
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MOA Template
Revised September 2024
Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (“the Commonwealth”) and Woodford County Board of Education (“the Contractor”) to establish an agreement for an Educational Program Consultant – Professional Learning Coordinator position. This MOA is effective from July 1, 2025 through June 30, 2026.

Scope of Services:

Under general direction, provide consultative services and technical assistance to local school system personnel, classroom teachers and other state and private agencies in planning, developing, implementing and evaluating standards-based curriculum and instructional programs around the Kentucky Academic Standards.

Job Description:

Develop and implement professional learning to support the Kentucky Academic Standards and high-quality instructional resources.

Work with external partners to develop and implement guidance to support high-quality instructional resources and the Kentucky Academic Standards.

Support content area consultants in the development of high-quality professional learning and development of resources to support various Kentucky Academic Standards.

Perform other duties as assigned.

Salary:

The total contract price is for salary (KDE contract days 230), fringe benefits and school district indirect costs.

The contract cost for 230 days of the district employee’s services includes FY 2025 district salary, district level stipend, fringe benefits and school district indirect costs.

Since FY 2026 costs are not available for an effective date of July 1, 2025, an additional 3% of the contract cost is being added to the total amount of the original contract.

When FY 2026 costs have been established, the district will be asked to recalculate the final cost for their employee for whose services we are contracting.

If the final cost is less than the original contract, KDE will pay the lesser amount. If the final cost is more than the original contract, KDE will generate a contract modification for the increase and will pay the contract in full.

Pricing:

Contract contact: Nicole Crosthwaite, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd – 5th Floor, Frankfort, KY 40601.

Method of Payment: Quarterly payments will be made by October 15, January 15, April 15 and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

Budget

Salary: \$109,567
Fringe Benefits: \$30,736
Indirect Cost: \$5,458

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Total Current Cost: \$145,761
3% adjustment allowance: \$4,373
Total Contract Amount: \$150,134

Applicable for federal funds:

Section 75.563 of EDGAR states indirect cost is limited to 8% for grants programs that has a statutory requirement contain supplement-not-supplant provisions or the grantee shall use a restricted indirect cost rate computed under 34 CFR 76.564 through 76.569.

KENTUCKY DEPARTMENT OF EDUCATION ADDITIONAL TERMS AND CONDITIONS

Discrimination

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

Choice of Law and Forum

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

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

Requirements for Reporting to Kentucky Teachers Retirement System:

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

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirements apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

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

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

508 Compliance

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

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

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell

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National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.) (CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

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

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

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

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

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

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

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

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

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

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

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

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

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

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

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

[Security Policies, Standards and Procedures - Commonwealth Office of Technology \(Kentucky\)](#)

Student Data Security

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

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

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

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

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

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

Funding

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

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

ASSIGNMENT OF COPYRIGHT

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

And whereas, the Kentucky Department of Education ("KDE") desires to acquire the entire interest of the Contractor in the original works of authorship created pursuant to the terms of this contract, and any copyrightable material which may be created pursuant to the terms of this contract;

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

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**Federal Terms and Conditions
Revised May 6, 2025**

The Contractor must comply with the following:

Shall be registered in the [System for Award Management and maintain and active registration](#).

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

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

Property Standards under [2 CFR 200.310-200.316](#).

Procurement Standards under [2 CFR 200.318 – 2 CFR 200.327](#).

Uniform Guidance Subpart F—Audit Requirements

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

***Audit required.** A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

***Single Audit.** A non-Federal entity that expends \$1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with [paragraph \(c\)](#) or [\(d\)](#) of this section.

***Exemption when Federal awards expended are less than \$1,000,000.** A non-Federal entity that expends less than \$1,000,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in [§ 200.503](#). However, in all instances, the records of the non-Federal entity must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office (GAO).

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

Federal Funding Accountability and Transparency Act Compliance

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

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

*Compensation information is not already available to the public.

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

Lobbying

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

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

Debarment, Suspension, and Other Responsibility Matters

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

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

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

Drug-Free Workplace (Grantees Other Than Individuals)

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;

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

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

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

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

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

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

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

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

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

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

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

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

Drug-Free Workplace (Grantees Who Are Individuals)

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

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

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

Specific Conditions for Disclosing Federal Funding in Public Announcements

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

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

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

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

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

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

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Memorandum of Agreement Standard Terms and Conditions Revised May 2025

1.00 Effective Date

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

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

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

2.00 Cancellation Clause

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

3.00 Funding Out Provision

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

4.00 Reduction in Contract Worker Hours

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

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

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

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

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

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

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following::
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract

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or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

2025-2026 SCHOOL YEAR DISTRICT MOA CONTRACT CALCULATION WORKSHEET

Individual Name: Misty Higgins Educational Consultant

Vendor/School District: Woodford Co

Total Amount of Contract: \$150,134

District Salary Information

<u>\$114,331</u>	<u>/</u>	<u>240</u>	=	<u> </u>
Total District Salary		Total District Days		District Daily
				<u>Total District Salary</u>
Purpose of Stipend:				<u>Stipend</u>
				<u>Total District Salary and Stipend</u>

KDE Contract Salary Information

<u>\$476.38</u>	x	<u>1</u>		<u>\$476.38</u>	x	<u>230</u>		<u> </u>
District Daily Rate				KDE Contract Daily Rate		KDE Contract Days		KDE Salary \$
								<u>Total Contract Stipend</u>
<u> </u>	x	<u>1</u>						
Stipend				<u>KDE Contract Subtotal</u>				

Fringe Benefit Information

	General	Federal	
	<u>93</u>	<u>93</u>	Detailed: <u>Workers Comp</u>
50% Federal	<u>30</u>	<u>30</u>	Detailed: <u>Unemployment Ins</u>
CFDA#84.367A	<u>795</u>	<u>795</u>	Detailed: <u>Medicare</u>
MUNIS #401MM	<u>9161</u>	<u>9,161</u>	Detailed: <u>Health Insurance Matching Requir</u>
	<u>1644</u>	<u>8,934</u>	Detailed: <u>KTRS \$ + Admin Fee \$</u>
50% General			
<u>Total District Fringe Benefits</u>			

Indirect Cost Calculation & KDE Contract Total Information

<u>3.89%</u>	X	<u>\$140,303</u>	<u>Indirect Cost Total</u>
Indirect Cost Rate		KDE Contract Subtotal & Total District Fringe Benefits	<u>CCW Total</u>
			<u>3% Adjustment Allowance</u>
			<u>KDE Contract Total</u>

Signature of Superintendent: _____ Date: _____

For KDE use only:
Contract #

General
Salary: \$ 54,783

UNITED STATES OF AMERICA

DEPARTMENT OF THE ARMY

OFFICE OF THE SECRETARY

WASHINGTON, D.C. 20315-6000

Rate \$476.38

\$114,331

\$114,331

Subtotal \$109,567

\$109,567

186

60

1,590

ement 18,322

10,578

\$30,736

\$5,458

\$145,761

4,373

\$150,134

Federal
Salary: \$ 54,784

Accounting Template
Number of Years on Contract

E7002/E156

Fringe: \$	11,723
Indirect: \$	2,729
3% Adjust: :	2,186
Total: \$	71,421

2025-2026 SCHOOL YEAR DISTRICT MOA CONTRACT CALCULATION WORKSHEET INSTRUCTIONS

Please populate all fields (except the For KDE use only: box)

It is the responsibility of the district to notify our agency of any needed modification to the contract. Please email Nicole Crosthwaite (nicole.crosthwaite@education.ky.gov) a revised Contract Calculation Worksheet to reflect any needed changes to the 2025-2026 contract.

District Salary Information

Total District Salary - including all salary paid to employee except district stipends.

Total District Days - total number of days that the employee is employed by the district (including Extended days).

District Daily Rate - Total District Salary divided by Total District Days.

Stipend - any stipend paid the last year before KDE contracted for the employee services. **If your employee received the \$2,000 National Board Certification Salary Supplement from your district during the year prior to KDE contracting with you for their services, then enter the amount as a stipend. Do not request reimbursement from the Office of District Support Services at KDE for the years that they are on a MOA.**

Purpose of Stipend - what duties were performed for the stipend.

Always note if part of the stipend is

National Board Certification Salary Supplement.

Total District Salary and Stipend - the total amount the employee receives at the district.

KDE Contract Salary Information

District Daily Rate - same as District Daily Rate above.

KDE Contract Daily Rate - same as District Daily Rate for consultants.

KDE Contract Days - **The number of days to be worked will be entered by KDE.**

KDE Salary Subtotal - KDE Contract Daily Rate multiplied by KDE Contract Days

Total Contract Stipend - same as Stipend in the district

KDE Contract Subtotal - Total KDE Salary Subtotal and Total Contract Stipend. This is the annual salary that is to be paid to the employee for whose services KDE is contracting.

Fringe Benefit Information

Fringes Benefits - All fringe benefits paid by the district for the employee for whose services KDE is contracting.

Workers Comp - Paid at the district policy rate.

Unemployment Insurance - Paid on 10% of the first \$6,000 of salary; or recommended amount by KSBIT.

Medicare - Paid at the rate of 1.45%.

Insurance - Any insurance paid by the district for the employee for whose services KDE is contracting.

If the MOA is paid from Federal funds, KDE will pay your district for the total amount of the Medical Insurance for your employee.

If the MOA is paid from General funds, KDE will pay your district for the contribution paid to the KTRS Medical Insurance Fund at the rate of at the rate of 3%.

If the MOA is paid from Federal Funds, KDE will pay your district for the contribution paid to the KTRS Medical Insurance Fund 16.105%. This federal rate include the 3% for KTRS Medical Insurance Fund.

When an employee is funded by Federal funds, the district should also be reimbursed for State Administrative Fees.

Indirect Cost Calculation & KDE Contract Total Information

Indirect Cost Rate - the current District Restricted Indirect Cost Rate.

KDE Contract Subtotal & Total District Fringe Benefits - total of above amounts

Fringe: \$	19,013
Indirect: \$	2,729
3% Adjust:	2,187
Total: \$	78,713

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Indirect Cost Total- Indirect Cost Rate multiplied by the KDE Contract Subtotal.

CCW Total- Total of the KDE Contract Subtotal, Total District Fringe Benefits, and Indirect Cost Total.

3% adjustment allowance- When the CCW is revised, if the increase is more than the KDE Contract Total the contract will be modified. If not, the district will be paid the amount of the revised CCW Total.

KDE Contract Total - Total of the CCW Total, and 3% adjustment allowance.



Commonwealth of Kentucky

CONTRACT

Document Number: PON2 540 2500003128 **Version:** 1

Record Date:

Document Description: Pers MOA - State Literacy Coaching Specialist - Amy Gordon

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Nicole Crosthwaite
Phone: 502-564-1979
E-mail: nicole.crosthwaite@education.ky.gov

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

Effective From: 2025-07-01

Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Pers MOA - State Literacy Coaching Specialist - Amy Gordon	\$0.000000	\$95,925.00	\$95,925.00

Extended Description:

Effective Date: July 1, 2025 - June 30, 2026

100% General

The vendor will furnish the services of its employee in the following capacity:

Name: Amy Gordon
Title: State Literacy Coaching Specialist
Location: Office of Teaching and Learning

The State Literacy Coaching Specialists (SLCS) will implement a literacy coaching model in identified schools with the greatest needs in kindergarten through grade three (3). SLCSs will provide direct services to these schools so that there can be a cohesive, sustained, intensive and data-focused structured literacy approach that is rigorous, engaging, and relevant for students. SLCSs will be required to effectively identify the needs of assigned schools in order to prioritize, schedule, organize and provide technical assistance and professional learning support to teachers in promulgating student progress toward reading proficiency by the end of grade three (3).

The contract amount for the district employees services includes contract salary (KDE contract 220 days), district level stipend, fringe benefits and school district indirect costs. The total contract amount includes a 3% adjustment allowance.

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

Method of Payment: Quarterly payments will be made by October 15, January 15, April 15, and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

Shipping Information:	Billing Information:
	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW FrankfortKY40601

TOTAL CONTRACT AMOUNT	\$95,925.00
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MOA Template
Revised September 2024
Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (“the Commonwealth”) and Woodford County Board of Education (“the Contractor”) to establish an agreement for State Literacy Coaching Specialist. This MOA is effective from July 1, 2025 through June 30, 2026.

Scope of Services:

The State Literacy Coaching Specialists (SLCS) will implement a literacy coaching model in identified schools with the greatest needs in kindergarten through grade three (3). SLCSs will provide direct services to these schools so that there can be a cohesive, sustained, intensive and data-focused structured literacy approach that is rigorous, engaging, and relevant for students. SLCSs will be required to effectively identify the needs of assigned schools in order to prioritize, schedule, organize and provide technical assistance and professional learning support to teachers in promulgating student progress toward reading proficiency by the end of grade three (3).

Job Description:

Implement the Kentucky Department of Education’s strategic vision and plan for supporting instructional improvement in literacy aligned to Senate Bill 9 (2022), the *Read to Succeed Act*, including:

- o Early literacy universal screener and diagnostic assessments
- o High-quality instructional resources (HQIRs)
- o High-quality professional learning (HQPL)
- o Effective multi-tiered system of supports (MTSS)

Provide daily instructional support and resources to the school level administrators and teachers around structured literacy practices, the five essential components of reading, curriculum implementation, assessment administration and data analysis.

Model effective instructional practices in coaching and feedback cycles.

Critically assess the current state of literacy and selectively implement evidence-based practices through a literacy plan of action.

Assist administrators and teachers in the development of a schoolwide literacy plan and strategies for monitoring the implementation of the plan.

Lead professional learning to meet the needs of administrators and teachers.

Build relationships with leaders and teachers within the partner school and district.

Lead PLCs or communities of practice focused on instructional preparation; build capacity in other leaders to lead.

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Meet regularly with administrators and teachers to review data and make recommendations for adjustments in instructional practices.

Collaborate with other SLCS to refine and calibrate coaching practices.

Create plans, goals and action items to address and monitor areas of improvement through regular coaching cycles.

Conduct observations and provide feedback.

Engage in own professional learning and track progress.

Perform other duties as assigned.

SALARY:

The contract cost for 220 days of the district employee's services includes FY 2025 district salary, district level stipend, fringe benefits and school district indirect costs.

Since FY 2026 costs are not available for an effective date of July 1, 2025, an additional 3% of the contract cost is being added to the total amount of the original contract.

When FY 2026 costs have been established, the district will be asked to recalculate the final cost for their employee for whose services we are contracting.

If the final cost is less than the original contract, KDE will pay the lesser amount. If the final cost is more than the original contract, KDE will generate a contract modification for the increase and will pay the contract in full.

Pricing:

Contract contact: Nicole Crosthwaite, Division of Budgets, Kentucky Department of Education, 300 Sower Blvd – 5th Floor, Frankfort, KY 40601.

Method of Payment: Quarterly payments will be made by October 15, January 15, April 15, and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

Budget

Salary: \$85,627
Fringe Benefits: \$4,017
Indirect Cost: \$3,487
Total Current Cost: \$93,131
3% Adjustment Allowance: \$2,794
Total Contract Amount: \$95,925

KENTUCKY DEPARTMENT OF EDUCATION ADDITIONAL TERMS AND CONDITIONS

Discrimination

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

Choice of Law and Forum

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

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

Requirements for Reporting to Kentucky Teachers Retirement System:

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

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirements apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

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

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

508 Compliance

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

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

Family Educational Rights and Privacy Act

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

Data Security and Breach Protocols

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

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

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

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

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

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

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

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

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

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

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

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

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

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

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

[Security Policies, Standards and Procedures - Commonwealth Office of Technology \(Kentucky\)](#)

Student Data Security

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

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

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

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

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

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

Funding

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

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

ASSIGNMENT OF COPYRIGHT

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

And whereas, the Kentucky Department of Education (“KDE”) desires to acquire the entire interest of the Contractor in the original works of authorship created pursuant to the terms of this contract, and any copyrightable material which may be created pursuant to the terms of this contract;

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

	Document Phase	Document Description	Page 8
2500003128	Draft	Pers MOA - State Literacy Coaching Specialist - Amy Gordon	Total Pages: 11

Memorandum of Agreement Standard Terms and Conditions

Revised May 2025

1.00 Effective Date

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

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

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

2.00 Cancellation Clause

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

3.00 Funding Out Provision

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

4.00 Reduction in Contract Worker Hours

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

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

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

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

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

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

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following;;
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract

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or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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Approvals

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

1st Party:

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

2nd Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Approved in eMARS

 Kentucky Department of Education
 Attorney

Applicable for federal funds:

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

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

SAM CAGE Code _____

**2025-2026 SCHOOL YEAR DISTRICT MOA
CONTRACT CALCULATION WORKSHEET**

Individual Name: Amy Gordon

KDE Position Title : State Literacy Coaching Specialist

Vendor/School District: Woodford Co

Total Amount of Contract: \$95,925

District Salary Information

<u>\$71,207</u>	<u>/</u>	<u>188</u>	=	<u> </u>
Total District Salary		Total District Days		District Daily Rate

Purpose of Stipend:	<u>Total District Salary</u>
NBC	<u>Stipend</u>
Elementary Content Leader	<u>Total District Salary and Stipend</u>

KDE Contract Salary Information

<u>\$378.76</u>	x	<u>1</u>	<u>\$378.76</u>	x	<u>220</u>	<u> </u>
District Daily Rate			KDE Contract Daily Rate		KDE Contract Days	KDE Salary Subtotal

<u>\$2,300</u>	x	<u>1</u>	<u> </u>
Stipend			KDE Salary + District Stipend

Final KDE Contract Subtotal

Fringe Benefit Info

	<u>146</u>	Detailed:	<u>Workers Comp \$</u>
	<u>60</u>	Detailed:	<u>Unempl Ins</u>
100% General Funds	<u>1,242</u>	Detailed:	<u>Medicare</u>
MUNIS # 17RM	<u>2,569</u>	Detailed:	<u>KTRS</u>

Total District Fringe Benefits

Indirect Cost Calculation & KDE Contract Total Information

<u>3.89%</u>	X	<u>\$89,644</u>	<u>Indirect Cost Total</u>
Indirect Cost Rate		KDE Contract Subtotal & Total District Fringe Benefits	<u>CCW Total</u>

3% Adjustment Allowance

KDE Contract Total

Signature of Superintendent: _____ Date: _____

For KDE use only:

PON2

Accounting 503055/5150

\$378.76

\$71,207

\$2,300

\$73,507

\$83,327

\$85,627

\$85,627

\$4,017

\$3,487

\$93,132

\$2,794

\$95,925

Number of Years on Contract _____

2025-2026 SCHOOL YEAR DISTRICT MOA CONTRACT CALCULATION WORKSHEET INSTRUCTIONS

Please populate all fields (except the For KDE use only: box)

It is the responsibility of the district to notify our agency of any needed modification to the contract. Please email Nicole Crosthwaite (nicole.crosthwaite@education.ky.gov) a revised Contract Calculation Worksheet to reflect any needed changes to the 2025-2026 contract.

District Salary Information

Total District Salary - including all salary paid to employee except district stipends.

Total District Days - total number of days that the employee is employed by the district (including Extended days).

District Daily Rate - Total District Salary divided by Total District Days.

Stipend - any stipend paid the last year before KDE contracted for the employee services. **If your employee received the \$2,000 National Board Certification Salary Supplement from your district during the year prior to KDE contracting with you for their services, then enter the amount as a stipend. Do not request reimbursement from the Office of District Support Services at KDE for the years that they are on a MOA.**

Purpose of Stipend - what duties were performed for the stipend. **Always note if part of the stipend is for the National Board Certification Salary Supplement.**

Total District Salary and Stipend - the total amount the employee receives at the district.

KDE Contract Salary Information

District Daily Rate - same as District Daily Rate above.

KDE Contract Daily Rate - same as District Daily Rate for consultants.

KDE Contract Days - **The number of days to be worked will be entered by KDE.**

KDE Salary Subtotal - KDE Contract Daily Rate multiplied by KDE Contract Days

Total Contract Stipend - same as Stipend in the district

KDE Contract Subtotal - Total KDE Salary Subtotal and Total Contract Stipend. This is the annual salary that is to be paid to the employee for whose services KDE is contracting.

Fringe Benefit Information

Fringes Benefits - All fringe benefits paid by the district for the employee for whose services KDE is contracting.

Workers Comp - Paid at the district policy rate.

Unemployment Insurance - Paid on 10% of the first \$6,000 of salary; or recommended amount by KSBIT.

Medicare - Paid at the rate of 1.45%.

Insurance - Any insurance paid by the district for the employee for whose services KDE is contracting.

If the MOA is paid from Federal funds, KDE will pay your district for the total amount of the Medical Insurance for your employee.

If the MOA is paid from General funds, KDE will pay your district for the contribution paid to the KTRS Medical Insurance Fund at the rate of at the rate of 3%.

If the MOA is paid from Federal Funds, KDE will pay your district for the contribution paid to the KTRS Medical Insurance Fund 16.105%. This federal rate include the 3% for KTRS Medical Insurance Fund.

When an employee is funded by Federal funds, the district should also be reimbursed for State Administrative Fees.

Indirect Cost Calculation & KDE Contract Total Information

Indirect Cost Rate - the current District Restricted Indirect Cost Rate.

KDE Contract Subtotal & Total District Fringe Benefits - total of above amounts.

Indirect Cost Total - Indirect Cost Rate multiplied by the KDE Contract Subtotal.

CONTRACT TOTAL - Total of the KDE Contract Subtotal, Total District Fringe Benefits, and Indirect Cost Total.



Kentucky Educational Development Corporation (KEDC)

904 Rose Road, Ashland, KY 41102-7104

www.kedc.org Phone (606) 928-0205 FAX (606) 928-3785

Woodford County 2025-2026 COOPERATIVE MEMBERSHIP AGREEMENT

BOARD MEMBERSHIP

\$5,830.29

- **Networking and professional development opportunities** for Superintendents and school personnel;
- **Communication/Marketing Blitzes**
- **Advice and limited legal services** from the KEDC Board Attorney;
- **Advice and information services** from KEDC Facilities Consultant;
- **Instructional Support** services thru Professional Learning workshops and via KEDC's Instructional consultants;
- **Grant Opportunities** through Special Education, Adult Education, Dept of Labor, U.S. Department of Education, Dept of Justice, and more;
- **PurchasePros** membership including access to **collective bidding, purchasing, and technology services – cabling, network, etc.;**
- **Salary surveys and ranking reports with online access;**
- **Minority recruitment advertising;**

TOTAL COOPERATIVE MEMBERSHIP FEES:

\$5,830.29

For KEDC budgeting purposes please return this form by June 30, 2025.
Your 2025-2026 invoice will be issued based on this form.

You must notify KEDC in writing by June 1, 2025, to withdraw from KEDC membership.
Fees calculated based on your 2024 ADM of 3736.2

The Universal Service Fund Letter of Agency on the reverse of this form facilitates USF Reimbursement for Districts utilizing USF eligible Consortium Bids and is incorporated in this agreement. Your signature below authorizes KEDC to submit USF form 470 on your behalf and certifies compliance with the USF regulations contained in the Letter of Agency by the Woodford County School District.

To assist KEDC and KPC's ongoing efforts to improve the Collective Bidding/Purchasing and Technology Services, Woodford County Schools agrees to provide KEDC as requested with annual and periodic Vendor Lists comprised of information such as vendor name, total amount purchased, items purchased, quantities, and purchase prices. District agrees to notify KEDC of any new construction or renovation to allow KEDC to advise of services available as well as notify KEDC when it is soliciting its own bids.

I hereby certify that the Woodford County Board of Education has agreed to participate in the KEDC programs and services with the terms as indicated above.

Signature: _____ Printed Name: _____ Date: _____
Board Chairperson Board Chairperson

Board Order # _____ Purchase Order # _____
(Please supply) (PO# is Optional)

KEDC Consortium Membership Form
Universal Service Fund (E-Rate) Letter of Agency for Funding Years 2025 – 2026

This is to confirm our participation in the Kentucky Educational Development Corporation (KEDC) E-rate Consortium for the procurement of all Eligible E-Rate Services per the Schools and Libraries Eligible Services List and subsequent Eligible Services Lists. I hereby authorize KEDC to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the school district named on the reverse side of this form.

I understand that, in submitting these forms on our behalf, you are making certifications for the school district named on the reverse side of this form. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that all schools in our district are under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. §54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that all schools in our district have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513).
- (d) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least ten years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to KEDC for E-rate submission is true.

NO RED INK MASTER SERVICE TERMS

Woodford County Public Schools

(updated May 28, 2025)

The following terms and conditions, including those documents incorporated herein by reference (collectively, the “**Terms**”) are a legal contract between NoRedInk Corp. (“**NoRedInk**”) on the one hand, and you and your employer (collectively, “**Client**”) on the other. By approving an Order Form, having access to, receiving, and/or using the Services provided by NoRedInk you agree, on behalf of Client, without limitation or qualification, to be bound by and to comply with these Terms. Client may not use the Hosted Service or accept Professional Services unless it accepts these Terms and has the power and legal right to form a contract with NoRedInk under these Terms. Any individual using, accessing or procuring Services in the name of or as part of such individual’s responsibilities within an organization, or who submits to the Hosted Service data controlled by such organization, represents and warrants that such individual is authorized and intends by those actions to bind such organization to these Terms.

Each Order Form will be deemed to incorporate these Terms as published by NoRedInk on the effective date of such Order Form.

1. Definitions.

“**Agreement**” means these Terms and each Order Form agreed by the parties.

“**Client Data**” means any electronic data, information or material, including content created by Users and personal information, provided or submitted to NoRedInk by Client or Users to or through the Hosted Service.

“**Hosted Service**” means, collectively, those hosted service(s) set forth in an Order Form(s) made available by NoRedInk, through the use of (and including) NoRedInk’s cloud platform, proprietary software and associated documentation.

“**Order Form**” means an online or written order form or account setup form for the Hosted Service, a statement of work for Professional Services, or another written agreement, submitted by Client and accepted by NoRedInk from time to time, specifying, among other things, the number of licenses, services, fees, the Service Term and other charges as agreed to between the parties, but which does not contain any modifications of or amendments to these Terms.

“**Professional Services**” means the professional consulting service(s) as set forth in an Order Form(s) made available by NoRedInk, and collectively with the Hosted Service, the “**Services**”.

“**Service Term**” means the term during which NoRedInk will provide the Services to Client as specified in each Order Form. Each Service Term commences upon the later of the execution of the Order Form for such Service Term or the designated Service Term start date on such Order Form.

“**Staff Users**” means Client’s employees and contractors who are authorized to use the Hosted Service as a teacher or administrator.

“**Student Users**” means students authorized by a Staff User to use the Hosted Service as a student, and collectively with the Staff Users, “**Users**”.

2. Services.

2.1 Hosted Service. Subject to these Terms, NoRedInk grants Client and its Users a non-exclusive, non-transferable, non-sublicensable right during the Service Term to access and use the Hosted Service, and NoRedInk will make the Hosted Service available for its intended pedagogical purpose in accordance with these Terms and the Order Form(s). Client’s use of the Hosted Service is subject to the limitation on the number of Users specified in the relevant Order Form and payment of the fee specified in the relevant Order Form if Client

exceeds the User limit. NoRedInk may in its sole discretion change the Hosted Service without materially decreasing the functionality of the Hosted Service. Other than as expressly set forth in these Terms, no license or other rights are granted in the Services. NoRedInk expressly reserves all such rights and all title and interest in and to the Services and all intellectual property rights therein.

2.2 Access. NoRedInk will provide Client's Users access to the Hosted Service pursuant to password protected user accounts. NoRedInk will send instructions to Staff Users, including Client-designated administrator Staff Users (each an "**Admin**") regarding the administrative tools made available to Client, and will provide Admins with appropriate administrative credentials. The Admin tools and other Staff User tools allow a variety of actions, including, for example, the creation of additional Admins, approving or rejecting individuals as Staff Users and Student Users, viewing and allowing the viewing of the information of other users, particularly Student Users, and editing or deleting from the Hosted Service information (including Client Data) submitted by other Users. All actions taken using the Admin and Staff User tools will be deemed approved by Client.

2.3 Restrictions. Client shall not itself or cause or permit others to: (a) disassemble, reverse engineer, or decompile the Hosted Service or otherwise attempt to access any technology underlying the Hosted Service; (b) access the administrative interfaces of the Hosted Service for the purposes of competitive analysis, benchmarking, or designing, modifying, or otherwise creating any service or software program, or any portion thereof, that performs functions similar to the functions performed by the Hosted Service; or (c) copy, sublicense, or provide access or other dissemination of any element of the Hosted Service, in whole or in part, to any third party.

2.4 Professional Services. Client may request NoRedInk to provide certain Professional Services that are ancillary to the Service, such as teacher professional development services and training classes, and NoRedInk will use commercially reasonable efforts to provide such Professional Services as set forth on an Order Form from time to time.

2.5 Support . NoRedInk will provide email support for the Hosted Service during normal business hours (between the hours of 7:00 am and 5:00 pm PST on business days).

3. Data Handling, Feedback .

3.1 Client Data. As between NoRedInk and Client, all Client Data remains the sole property of Client (subject to any rights that Student Users may have in content they create within the Hosted Service). Client grants to NoRedInk a non-exclusive license during the Service Term to use and reproduce the Client Data to the extent necessary to provide, maintain, and improve the Services. NoRedInk will also have the right during and after the Service Term to (a) use and analyze data about the use of the Hosted Service by Client and Users in order to maintain and improve the Services, and (b) to disclose statistics aggregating Client and User usage data with NoRedInk's other clients' data for marketing and other purposes; provided that such data and statistics are not used except as de-identified or aggregated in a manner which renders identification of natural persons infeasible, and are never disclosed to any third party (except NoRedInk subcontractors in connection with the provision of the Services) other than in an aggregated format from which neither the identity of Client nor the identity of any natural person can reasonably be derived.

3.2 Data Compliance Basics .

- (a) NoRedInk has implemented commercially reasonable and appropriate technical and organizational measures intended to secure Client Data from accidental loss and from unauthorized access, use, alteration or disclosure.
- (b) NoRedInk will not use or sell the personal information of Student Users to market or advertise to Student Users or their or families or guardians.
- (c) Client Data may include personal information from education records that are subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time ("**FERPA**"). To the extent that Client Data includes such education records ("**Education Records**"),

NoRedInk will comply with FERPA, and will not disclose or use Education Records received from or on behalf of Client (or its Users) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Client. For the purposes of FERPA, NoRedInk shall be considered a “school official”.

- (d) To the extent that Client Data includes personal information concerning Student Users under 13, NoRedInk will comply with Children’s Online Privacy Protection Act, 15 U.S.C. 6501-6506 (“**COPPA**”) with respect to such information, expressly subject to Client: (i) fulfilling the COPPA consent requirement for the use of the Hosted Service by Student Users under 13, and (ii) if Client learns or believes that a student under 13 may be using the Hosted Service without adequate consent having been provided, Client will immediately suspend such student’s access to the Hosted Service and notify NoRedInk.
- (e) More detail concerning NoRedInk’s security and privacy practices for personal information provided to NoRedInk under these Terms are set forth in the Data Protection Addendum located at <https://www.noredink.com/data-protection-addendum> (the “**DPA**”), which is hereby incorporated by reference.

3.3 Subject to these Terms and the DPA, the terms and conditions of the NoRedInk Privacy Policy (which may be viewed at <http://noredink.com/privacy>) is incorporated herein by reference, shall apply to individual Users’ use of the Service, and Client hereby acknowledges and agrees to the terms thereof. The NoRedInk Privacy Policy may be amended from time to time. Any changes shall be effective as to Users upon the earlier of Client’s approval of such changes (an exchange of emails to suffice) or the beginning of the next Service Term after notice is provided.

3.4 **Suggestions, Ideas and Feedback; Client Data** . NoRedInk shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Service. Notwithstanding anything to the contrary contained herein, Client authorizes NoRedInk to utilize certain marketing rights as further defined below. Under no circumstances do the marketing rights granted by the Client permit the use of Client Data or the personal information for Student Users to market or advertise to Student Users or their families or guardians. Such activities remain prohibited. By granting NoRedInk marketing rights, the Client is agreeing to permit: (i) the use of its logo or district name on NoRedInk’s website(s) and social media accounts; (ii) the use of its logo or district name on NoRedInk’s press releases; (iii) the use of its logo or district name on NoRedInk’s marketing collateral; (iv) the right to ask district staff to participate in speaking engagements, testimonials or to act as a reference; (v) the right to use the names of district staff and teachers in testimonials; (vi) the right to use the school name, the district name and a generalized description of services and outcomes in a case study.

3.5 **Artificial Intelligence**. NoRedInk may provide services and solutions that include the use of artificial intelligence, such as reviewing student submitted essays compared to a project rubric. Upon submission of the student essay, NoRedInk shall mask, suppress, or otherwise remove the student’s legal name and email from the submitted essay. Thereafter, the substance of the submitted essay will be disclosed with our small number of thoroughly vetted partners (such as OpenAI, Anthropic, and LangChain) for the sole purpose of providing Client and its Users with the services requested and in accordance with this Agreement. NoRedInk does not allow such third party partners to use the student essays for training their models. “Student-Generated Content”, as used in this section, means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

- (a) For any artificial intelligence services that NoRedInk may offer as part of the Services, all Client Data and Student-Generated Content originates from Users of our Services, whether it be from exclusive ownership or necessary licenses, rights, consents, and permissions, and as such, is beyond the control of NoRedInk. NoRedInk neither initiates the posting of such Client Data and Student-Generated Content nor monitors the specific content or accuracy of the Client Data and Student-Generated Content being posted, though NoRedInk reserves the right to

monitor the content or accuracy of Client Data and Student-Generated Content at its sole discretion.

- (b) While NoRedInk takes steps to anonymize the Student-Generated Data, such as the student's legal name and email, it is the sole responsibility of the Staff User and the Client to ensure that the substance of the student submitted essays and other Student-Generated Content do not contain personally identifiable information. Additionally, Staff Users shall have first access to the artificial intelligence output, such as comments for a student submitted essay. Students will only have access to the output after review and release by the Staff User. Therefore, it is the sole responsibility of the Staff User to evaluate the output of the artificial intelligence services for accuracy and appropriateness for the Staff User's use case, including using human review as appropriate, before using or sharing such output from the Services.
- (c) Without limiting the generality of any other provision of this Agreement, NoRedInk shall have no responsibility for or liability related to (i) the accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the Client Data and Student-Generated Content provided by a User to the artificial intelligence services, or (ii) the use, modification, or disclosure of the output by a User. Client and its Users are responsible for the accuracy, content, completeness, suitability, fitness for a particular purpose, and delivery of the Client Data and Student-Generated Content posted by Client and its Users, and Client and its Users warrant that the Client Data and Student-Generated Content is accurate, current, and complete. Client shall indemnify NoRedInk for any and all losses or damages NoRedInk may incur regarding or relating to (y) the accuracy, content, currency, completeness, or delivery of the Client Data and Student-Generated Content furnished by Client and its Users, or (z) the use, modification, or disclosure of the output by a User pursuant to the indemnification provisions of this Agreement.
- (d) Client acknowledges and agrees that Student-Generated Data, in which NoRedInk has taken steps to anonymize, such as removing the student's legal name and email, may be used by NoRedInk for the purposes of development, research, and improvement of its educational Services.

4. Client Responsibilities.

4.1 Responsibility . Client shall: (a) have sole responsibility for all activities that occur under Client's User accounts and for all Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Service and notify NoRedInk promptly of any such activity; and (c) comply with all applicable local, state, federal, and foreign laws (including the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time) in using the Hosted Service.

4.2 Hosted Service Guidelines. Client shall use the Hosted Service solely for its internal pedagogical purposes as contemplated by these Terms and shall not use, or allow Users to use, the Hosted Service in a manner inconsistent with such purpose, including without limitation: (a) attempting to gain unauthorized access to, interfere with or disrupt the integrity or performance of the Hosted Service, computer systems, or networks related to the Hosted Service or any data contained in any of those; or (b) harassing or interfering with any user's use and enjoyment of the Hosted Service.

5. Fees & Payment.

5.1 Fees. Client shall pay the fees as specified in each Order Form or SOW (as applicable). Fees are non-refundable except as otherwise specifically set forth in these Terms.

5.2 Payment Terms . Amounts due shall be payable thirty (30) days from the invoice date. All quotes and payments made under these Terms shall be in United States dollars. Late payments shall bear interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If Client's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, NoRedInk reserves the right

to suspend the Service provided to Client, without prior notice or liability to the Client, until such amounts are paid in full. Client shall pay all of NoRedInk's reasonable fees, costs and expenses (including reasonable attorney's fees) if legal action is required to collect outstanding undisputed balances.

5.3 Taxes. NoRedInk's fees are exclusive of all taxes, levies, or duties of any nature (" **Taxes** "), and Client is responsible for payment of all Taxes, excluding only taxes levied by NoRedInk's local taxing authority on NoRedInk's income. If NoRedInk has the legal obligation to pay or collect taxes for which Client is responsible pursuant to this Section 5.3, the appropriate amount shall be invoiced to and paid by Client, unless Client provides NoRedInk with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, " **Confidential Information** " means all information of a party (" **Disclosing Party** ") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (" **Receiving Party** "), including without limitation these Terms, the Hosted Service and any nonpublic information regarding the same, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

6.2 Protection. Neither party will disclose the other party's Confidential Information, or use the other party's Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms. Each party will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Further, to the extent that Client is subject to a freedom of information act, open records law or similar legislative or regulatory obligations (" **Disclosure Laws** "), Client agrees that it will treat NoRedInk's Confidential Information as subject to exemption from disclosure as "confidential commercial information" or any similar category of information subject to exemption from disclosure to the maximum extent possible under the relevant Disclosure Laws.

6.3 Compelled Disclosure . If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to contest the disclosure. Without limiting the generality of the foregoing, Client agrees that it will provide NoRedInk with the maximum notice period and right to object to disclosure of NoRedInk Confidential Information available under the applicable Disclosure Laws.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms, and that it has the right and authority to grant to rights granted under this Agreement. NoRedInk represents and warrants that it will provide the Services in a manner consistent with reasonable standards applicable in NoRedInk's industry.

7.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOREDINK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification.

8.1 Indemnification by NoRedInk. Subject to these Terms, NoRedInk will defend Client against any claims, demands, suits or proceedings made or brought by a third party (“**Claims**”) against Client to the extent based upon an allegation that the Hosted Service, as furnished by NoRedInk hereunder and used by Client within the scope of this Agreement, misappropriates any third party trade secret or infringes any third party’s copyright or U.S. patent or trademark rights. NoRedInk will indemnify and hold Client harmless against damages awarded by a court or settlements agreed by NoRedInk in connection with such Claims. NoRedInk shall have no obligations to Client under this Section 8.1 to the extent such Claims arise from Client’s or Users’ breach of these Terms. If any Claim is made under this Section, in NoRedInk’s sole judgment, is likely to be made, NoRedInk may, at its discretion, either: (a) procure for Client the right to continue to use the Hosted Service, as such use is specifically provided for in these Terms, (b) replace or modify the Hosted Service to avoid infringement, or (c) terminate these Terms upon written notice to Client, and refund any paid but unused fees to Client. The obligations in this Section are Client’s sole remedy for any claim that the Services infringe or misappropriate any third party intellectual property rights,

8.2 Procedure . Each party’s obligations under this Section 8 are conditioned on the party seeking indemnification: (a) promptly giving written notice of the Claim to the indemnifying party (provided that any delay in notification will excuse the indemnifying party only to the extent such delay materially prejudices the indemnifying party’s ability to defend or settle the claim); (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying may not settle or defend any Claim without the indemnified party’s consent unless such settlement unconditionally releases the indemnifying party of all liability); and (c) providing to the indemnifying party, at the indemnifying party’s cost, all reasonable assistance.

9. Limitation of Liability and Action.

9.1 Limitation of Liability.

- (a) EXCEPT FOR DAMAGES PAYABLE TO THIRD PARTIES UNDER SECTION 8.1, IN NO EVENT SHALL NOREDINK HAVE ANY LIABILITY HEREUNDER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT NOREDINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- (b) IN NO EVENT SHALL NOREDINK’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, UNDER ANY THEORY OF LIABILITY, EXCEED THE GREATER OF \$10,000 OR THE AMOUNTS ACTUALLY PAID BY CLIENT FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

9.2 Insurance. NoRedInk will during the Service Term maintain the following insurance coverage at its own cost and expense: (a) Workers’ Compensation as required by applicable law in its jurisdiction; (b) Automotive Liability with a minimum limit of not less than \$1,000,000 combined single limit for property damage and bodily injury per accident, covering all vehicles operated by NoRedInk; (c) Commercial General Liability, on an occurrence basis, with a minimum combined single limit of \$1,000,000 per occurrence; and (d) Cyber Liability covering the liability for technology errors and omissions, network security breaches and privacy , in an amount of at least \$1,000,000 per occurrence.

9.3 Limitation of Action. No action (regardless of form) arising out of the Agreement may be commenced by either party more than two (2) years after the expiration of the Service Term for the Service(s) to which such action pertains.

10. Term & Termination.

10.1 Term. These Terms commence on the date an Order Form is executed by both parties and, unless sooner terminated in accordance with these Terms, shall continue until the expiration of the last Service Term to expire. In the event of an inadvertent gap of fewer than ninety (90) days between the expiration of a Service Term and the execution of a new Order Form intended to extend or renew the use of the Services, these Terms shall be deemed to not to have expired and to have continued in force through such inadvertent gap.

10.2 Termination for Convenience. This Agreement may be terminated for any lawful reason or for no reason by giving the other party no less than thirty (30) days written notice of intent to terminate.

10.3 Effect of Termination. Upon the effective date of termination of this Agreement: (a) all then-active Order Forms will terminate; (b) Client's use of the Services is terminated, and Client shall immediately cease accessing the Hosted Service except that for thirty (30) days after termination, Client may access the Hosted Service solely to downloading its Client Data; (c) any and all payment obligations of Client incurred prior to the date of termination will immediately become due; (d) within thirty (30) days of such termination each party will return or, if return is not feasible, destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement; and (e) within thirty (30) days of termination NoRedInk will provide Client with the opportunity to download the Client Data or if Client is unable to do so, a copy of the Client Data, and will then destroy all Client Data. The following provisions shall survive the termination or expiration of these Terms for any reason and shall remain in effect after any such termination or expiration: Sections 1, 2.3, 3, 5 (as to outstanding payment obligations) and 6 through 11.

11. General Provisions.

11.1 Governing Law; Disputes. This Agreement and all disputes relating hereto shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Kentucky, without regard to its conflict of laws provisions. The federal and state courts located in Kentucky shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and each party hereby submits to the personal jurisdiction and venue of such courts. The parties acknowledge and agree that any unauthorized disclosure or use of a party's confidential information or intellectual property would cause such party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a disclosure or use, the aggrieved party may seek injunctive or other equitable relief to enforce this Agreement in addition to any available legal remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.2 Relationship of the Parties. This Agreement may not be construed to create or imply any partnership, agency or joint venture between the parties. NoRedInk may utilize subcontractors to fulfill any of its obligations or exercise any of its rights hereunder, provided that NoRedInk will remain responsible for such subcontractors' actions and omissions in connection with the Agreement as if NoRedInk had itself acted or failed to act. There are no third party beneficiaries to this Agreement.

11.3 Force Majeure. Except for a failure to make payments when due, a party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

11.4 Notices. To the extent notices can be delivered by the use of a designated feature of the user interface of the Hosted Service (e.g., Client termination notices or address changes), notice will be effective when delivered through such user interfaces. All other notices under this Agreement shall be in writing and sent by email, or personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested to NoRedInk's address for notice set forth on the Order Form and to Client at the address provided by Client in its Hosted Service account, means evidenced by a delivery receipt or by email. Notice shall be deemed to have been given upon actual delivery (evidenced as to email by a non-automated reply) or refusal of delivery. Notices to NoRedInk shall be addressed to the attention of its CEO, with a copy to its Head of Operations.

11.5 Waiver and Severability. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held to be contrary to law or unenforceable, the provision shall be changed and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, NoRedInk may assign this Agreement without Client's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in breach of this Section shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties' respective permitted successors and permitted assigns.

11.7 Counterparts. Order Forms may be executed in counterparts (including by telefacsimile or exchange of PDF or similar documents), which taken together shall form one legal instrument. Unless otherwise prohibited by law, this Agreement and related documents (including the Order Form) may be accepted in electronic form (e.g., by an electronic or digital signature, symbol, initial, or other means of demonstrating assent as defined under U.S. federal E-SIGN Act of 2000) and Client's acceptance will be deemed binding on the Client. Client acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form.

11.8 Entire Agreement and Construction. These Terms, the DPA, and the Order Form constitute the entire agreement between the parties as to its subject matter. No modification or waiver of these Terms shall be effective unless in writing and signed by the party against whom the modification or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Client order documentation (even if used as an Order Form) shall be incorporated into or form any part of these Terms.

Customer name: Safe Harbor Academy

Primary contact name:
Logan Culbertson

Primary contact email:
logan.culbertson@woodford.kyschools.us

Billing address:
134 Macey Ave
Versailles, Kentucky 40383
United States

Will a PO be required? (If Yes, please provide form)

Tax exempt? (If Yes, please provide certificate)

Service start date:
08-01-2025

Service end date:
07-31-2026

Payment terms:
Upfront

Billing terms:
Net 30

NoRedInk Remittance Address

for Checks:

NoRedInk Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing email:

Billing contact name:

SUMMARY

PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
School NoRedInk Premium	Safe Harbor Academy	NoRedInk Premium for up to 100 students.	\$2,250.00	1	\$2,250.00
TOTAL:					\$2,250.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: chandani@noredink.com

Contract terms:

This Order Form incorporates and is subject to the Master Services Terms — collectively the "Agreement" — and constitutes a binding contract entered into by and between NoRedInk Corp. ("NoRedInk"), a Delaware corporation with its principal place of business at 118 2nd Street, San Francisco, CA 94105, and the entity listed below as client ("Client"). The Master Services Terms are attached. The Data Protection Addendum is available at: NoRedInk Data Protection Addendum

NoRedInk Corp. Signature	Safe Harbor Academy Signature
Signature:  Name: Jenifer Luton Title: Head of Customer Success Date: May 28, 2025	Signature: Name: Title: Email: Date:



INFINITE CAMPUS END USER LICENSE AGREEMENT

For Additional Products in the Commonwealth of Kentucky

This Infinite Campus End User License Agreement (“**Agreement**”) is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 (“**Company**”) and Woodford County School District, with offices located at 330 Pisgah Pike Versailles, KY 40383-9214 (“**Client**”).

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”);
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Additional Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the “**Infinite Campus Services**”);
- C. Infinite Campus and the Commonwealth of Kentucky have entered in to an agreement (Solicitation # S-06137527), incorporated by reference, which allows Infinite Campus to sell, and districts to purchase, “add-on” components to the base system at a price predetermined by the agreement between the parties.
- D. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Additional Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation (“**Documentation**”) identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein as well as relevant sections of Solicitation # S-06137527.

2.0 Ownership and Protection of Infinite Campus Additional Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source

code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Additional Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of Infinite Campus Additional Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Additional Products or the Documentation, or any portion thereof;
- 2.2.b identify or discover any source code of the Infinite Campus Products;
- 2.2.c distribute, sell or sublicense copies of the Infinite Campus Additional Products or the Documentation or any portion thereof;
- 2.2.d create copies of the Infinite Campus Additional Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
- 2.2.e incorporate any portion of Infinite Campus Additional Products into or with any other Infinite Campus Additional Products or other products, or create any derivative works of the Infinite Campus Additional Products or Documentation.

2.3 Confidentiality. Licensee agrees that the Infinite Campus Additional Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Additional Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

- 3.1 Payment Terms. Licensee shall pay Company the Fees as provided in the Order and Pricing Schedule(s) attached hereto and in accordance with Solicitation # S-06137527.
- 3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold

harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS ADDITIONAL PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Additional Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Additional Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS ADDITIONAL PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Additional Products and shall return to Company the Infinite Campus Additional Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Additional Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's

failure to comply with the provisions of this Agreement.

- 6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.
- 6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

8.0 General Terms and Conditions

- 8.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Kentucky, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

- 8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement, or as may be provided by the parties.

Infinite Campus, Inc.

Woodford County School District

Sales Contracts Management

4321 109th Ave NE
Blaine, MN 55449-679

330 Pisgah Pike
Versailles, KY 40383-9214

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 8.8 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- 8.9 Export Rules. Licensee agrees that the Infinite Campus Additional Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Additional Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Additional Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.9.
- 8.10 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true

and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

- 8.11 Purchase of Online Registration. If Licensee has chosen Online Registration Prime, then following terms apply:

By agreeing to purchase Online Registration, Licensee is also agreeing to use Infinite Campus Digital Repository Services whose terms are governed by the terms and conditions linked here: [Digital Repository Services: Terms of Service](#)

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

Woodford County School District

By: 
Stephanie Svoboda (May 29, 2025 10:28 CDT)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:

Billing Contact Name:

Billing Contact Email:



AMENDMENT TO INFINITE CAMPUS END USER LICENSE AGREEMENT

This Amendment to the Infinite Campus End User License Agreement (the "Amendment"), is made between Infinite Campus, Inc. ("Infinite Campus") and Woodford County School District ("Licensee") and amends the agreement between the same parties titled End User License Agreement, executed concurrently.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Amendment to Section 3.1 The first paragraph of Section 3.1 is hereby deleted in its entirety and is replaced with the following:

- 3.1 Payment Terms. Licensee, or the Kentucky Department of Education, must pay Infinite Campus the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees, attached hereto and in accordance with Solicitation # S-06137527. Licensee must pay any third-party fees directly to the specified third party.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representative of Infinite Campus and Licensee, and shall be effective as of the date of the End User License Agreement.

Infinite Campus, Inc.

Licensee

By: 
Stephanie Svoboda (May 29, 2025 10:28 CDT)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:



More than a Student Information System

Order and Pricing Schedule for Woodford County School District - KY

Prepared For	Prepared By	Prepared On	Service Start Date
Woodford County School District	Stephanie Svoboda stephanie.svoboda@infinitecampus.com	May 29, 2025	July 1, 2025
		Initial Term	
		12 Months	

Premium Products Licensing and Support				
Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
OLR Prime	3,884	\$2.00 Annual Per Student	\$7,768.00	\$7,768.00
TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT			\$7,768.00	\$7,768.00

INFINITE CAMPUS TOTALS		
Initial Term Total:		\$7,768.00
Annual Recurring Total:		\$7,768.00

By:
Name:
Its:
Date:

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 29, 2025

TOPIC/TITLE: Affiliation Agreement with University of Kentucky Hospital for Student Internships

PRESENTER: Ryan Asher 

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:

WCHS has been working in collaboration with University of Kentucky Hospital to establish a Careers in Healthcare Internship Program next year for WCHS students. This opens up a new opportunity for our students as this level of medical internship has not been offered previously. This also serves as a workforce development for the medical field in Versailles and Woodford County.

SUMMARY OF MAJOR ELEMENTS:

The purpose of this Affiliation Agreement is to define the relationship between the Woodford County Public School (WCPS) and the University of Kentucky Hospital in providing an internship program for the 2025-2026 school year.

IMPACT ON RESOURCES: Responsibilities are outlined in the Agreement. There are no associated costs for WCPS. Any needs that may come up will be funded with CTE Supplemental funds.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of April, 2025, by and between the UNIVERSITY OF KENTUCKY, an agency and instrumentality of the Commonwealth of Kentucky (hereinafter referred to as "HOSPITAL"), and the BOARD OF EDUCATION OF WOODFORD COUNTY, KENTUCKY (hereinafter referred to as "SCHOOL"), and provides:

WITNESSETH:

WHEREAS, SCHOOL offers a program of instruction in various career based education programs listed in Exhibit A attached hereto, and SCHOOL desires to offer as a part of the curriculum practical experience in a clinical setting; and

WHEREAS, HOSPITAL operates acute-care facilities in Lexington, Kentucky and is capable of providing students practical experience; and

WHEREAS, SCHOOL and HOSPITAL consider it mutually advantageous to cooperate to further the above described purposes and desire to commit their entire agreement to writing;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein specified, HOSPITAL and SCHOOL agree as follows:

1. **TERM AND TERMINATION.** This Agreement is in effect for five (5) years, commencing on April 3, 2025 and shall continue in effect until April 2, 2030. Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party, such notice being given as set forth in the Notice provisions of this Agreement; provided, however, that students enrolled at the time of termination shall be allowed to complete the clinical learning experience in which they are involved.
2. **SCHOOL RESPONSIBILITIES.**
 - A. SCHOOL will develop the curriculum to be used in the educational program as appropriate, including the instruction portion and the clinical learning experience portion of the curriculum.
 - B. SCHOOL will provide qualified instructors who will cooperate with HOSPITAL personnel to supervise students during clinical learning experiences. SCHOOL shall provide HOSPITAL documentation of the competence of such instructors, as required by the Joint Commission.
 - C. SCHOOL will provide all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed.

- D. SCHOOL will coordinate student assignments with the appropriate clinical supervisor.
- E. SCHOOL will inform all participating students of the content of the “Statement of Understanding” and will require all students to sign the Statement prior to commencing the clinical learning experience. A sample of the “Statement of Understanding” is attached hereto as Exhibit B. Such statement, once signed by student, shall become part of this Agreement, incorporated by this reference as if fully set forth herein.
- F. SCHOOL will inform participating students that they will be required to submit to HOSPITAL prior to commencing the clinical learning experience the following documentation:
 - i. Evidence of Medical Health Insurance (coverage must be in effect during any clinical rotation).
 - ii. Recent TB risk assessment, TB test, chest x-ray, or history of any treatment for TB disease. TB test must be from a health department, other hospitals’ employee health program, the military, or other clinic where TB testing is performed frequently (Occupational Medicine Clinic). Acceptability of TB test provider shall remain in HOSPITAL’s sole discretion. The TB documentation must include the date given, the date read, and the reading in millimeters. It must also be signed by the clinician who performed the read test. If positive, include the physician documentation of the positive test and negative chest x-ray. If student has history of prior positive TB test, all documentation about the positive test, follow up evaluations (including chest x-rays), and any other treatment must be provided to HOSPITAL.
 - iii. Written documentation of the individual’s history for measles, mumps and rubella (MMR). The following are acceptable forms of documentation: (i) Documentation of two MMR vaccines, with the first dose having been given at age 12 months or older; (ii) Documentation by a physician of having had MMR disease; or (iii) Documentation of protective rubeola, rubella and mumps titers (if one titer is negative student must receive a booster and have titer rechecked). If there is a medical reason an individual cannot receive an MMR vaccine, physician documentation acceptable to HOSPITAL must be provided.
 - iv. Written documentation of immunization with the varicella vaccine or documentation of a positive antibody titer.
 - v. Written documentation of immunization with the Tdap (tetanus, diphtheria, pertussis) vaccine.

vi. Written documentation of the hepatitis B vaccine with positive titer or documented refusal. If providing documentation of vaccination, evidence of all 3 doses must be provided.

vii. All students and faculty at HOSPITAL facilities between October 1 and March 31 must provide proof of a seasonal influenza vaccination for that year; the vaccine shall not be required of those with medical contraindication to the vaccine or a religious objection as defined by the Americans with Disabilities Act.

viii. All documentation needing to be submitted to meet the requirements of this Section 2(F) shall be submitted to HOSPITAL prior to the commencement of any rotation, in a form acceptable to HOSPITAL, the acceptability of which shall be in HOSPITAL's sole discretion. SCHOOL shall comply with all HOSPITAL rules and regulations regarding the submission of documents to meet the requirements imposed by Section 2(F) of this Agreement.

ix. HOSPITAL reserves the right to revise or issue new health requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to SCHOOL at the address designated in the Notice section of this Agreement. SCHOOL's students, whether new or already on rotation at HOSPITAL, shall be given thirty (30) days from the date notice is sent to SCHOOL to come into compliance with any new or revised health requirement.

3. HOSPITAL RESPONSIBILITIES.

- A. HOSPITAL will provide appropriate learning experiences as may be consistent with the purposes of his Agreement.
- B. HOSPITAL will not assign students to clinical learning experiences in a manner which would permit students to replace employees.
- C. The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.
- D. HOSPITAL shall retain ultimate responsibility for patient care.

4. **GENERAL.**

- A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY:** It is understood and agreed by all parties that students and faculty of the SCHOOL are not employees or agents of HOSPITAL and, as such, are not entitled to wages, workers' compensation, medical insurance, or any other employee benefits for activities related to the clinical experience provided for under this Agreement. If an appropriate governmental agency determines that students or faculty are covered under applicable workers' compensation statutes, the SCHOOL shall be responsible for compliance with such statutes.
- B. **WAIVER:** The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The waiver of one or more provisions of this Agreement does not act as a waiver of the entire Agreement. If one provision is deemed modified or waived by the Agreement of the parties, the Agreement shall continue to be valid between the parties with the modification as agreed upon.
- C. **SEVERABILITY:** In the event that any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of the Agreement shall remain in full force and effect.
- D. **RESPONSIBILITY FOR PATIENT CARE:** The HOSPITAL will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the HOSPITAL and/or the direct or indirect care of patients.
- E. **MEDICAL RECORDS:** The parties understand the HOSPITAL expects to prepare and maintain medical records for all patients treated by HOSPITAL physicians or staff upon the premises. All such medical records shall be the exclusive property of the HOSPITAL, except only to the extent of the rights of the patients therein. The parties hereto understand and agree that all medical records are privileged and confidential. Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.
- F. **INSURANCE:** SCHOOL agrees to maintain professional liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. SCHOOL

agrees, prior to the initiation of the clinical rotation, to provide a Certificate of Insurance evidencing such coverage. SCHOOL warrants that participating students are covered parties. The insurance coverage will provide that HOSPITAL shall receive thirty (30) days written notice prior to cancellation or material change.

The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 et seq. for the recovery of tort claims made against the University, its agents, officers or employees. The University of Kentucky is self-insured pursuant to the provisions of KRS 164.939 et seq. which provides for the paying of claims or judgments resulting from any tort or breach of duty based upon health care services rendered or which should have been rendered by the University or its agents. Agents of the University include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, the University maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

G. **TERMINATION OF STUDENT PARTICIPATION:** The parties agree that HOSPITAL may terminate a student's clinical education experience at any time for any cause deemed sufficient by the HOSPITAL, provided, however, that HOSPITAL shall not act arbitrarily and the students will be given an opportunity to be heard prior to being terminated from the clinical educational experience.

H. **NOTICE:** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

HOSPITAL: Executive Director of Strategic Healthcare
Contract Initiatives
University of Kentucky
317 Charles T. Wethington Building
900 South Limestone Street
Lexington, KY 40536-0200

SCHOOL: Board of Education of Woodford County, Kentucky
330 Pisgah Road
Versailles, KY 40383

I. **GOVERNING LAW:** This Agreement shall be governed and interpreted according to the laws of the Commonwealth of Kentucky.

- J. **HEADINGS:** The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.
- K. **COMPLETE AGREEMENT:** This constitutes the full and complete agreement by and between the parties with respect to the matters hereinabove set forth and all oral agreements and/or discussions are merged herein and are null and void to the extent they are in conflict herewith, and no changes, alterations, modifications, or qualifications shall be had in the terms and conditions or provisions of any paragraph or item of this Agreement except the same shall be made in writing and signed by both parties.
- L. **RISK MANAGEMENT:** SCHOOL's administrator and HOSPITAL's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if as SCHOOL student or instructor is involved with said patient's care.
- M. **CORPORATE COMPLIANCE:** SCHOOL affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that SCHOOL is excluded from participation, or becomes otherwise ineligible to participate in any such program, SCHOOL will notify the University of Kentucky Medical Center, Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, KY 20517 in writing, by certified mail within 48 hours after said notice, and upon the occurrence of any such event, whether or not appropriate notice is given, HOSPITAL shall immediately terminate this Agreement upon written notice.

Additionally, SCHOOL affirms that it is aware that HOSPITAL operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-Line. SCHOOL has been informed that a copy of the compliance plan is on file in the Purchasing Office or can be viewed online at <https://ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this Agreement. It is understood that should SCHOOL be found to have violated HOSPITAL's compliance plan, HOSPITAL can, at its sole discretion, terminate this Agreement immediately upon written notice. SCHOOL recognized that it is under an affirmative obligation to immediately report to HOSPITAL's Corporate Compliance Officer through the Comply-Line at 1-877-898-6072, in writing, or directly at (859)323-8002 any actions by an agent or employee of HOSPITAL which SCHOOL believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this

Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If, at the end of this period, no compromise can be reached, the Agreement will terminate.

N. **PERSONAL INFORMATION SECURITY:** To the extent that either party receives Personal Information of the other as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the breached party shall secure and protect the other party's Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as those detailed in KRS 61.932(1)(b) and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; (iii) notifying the unbreached party of a security breach relating to Personal Information in the possession of the breached party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)(2) applies and the breached party abides by the requirements set forth in that exception; (iv) cooperating with the unbreached party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by the breached party; and (vi) at the unbreached party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

O. **ELECTRONIC STORAGE/SIGNATURE:** The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this paragraph, an "electronically transmitted signature" means a manually signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an email message.

P. **AUTHORIZATION FOR AGREEMENT:** The individuals executing this Agreement on behalf of the parties hereby represent and warrant that the execution,

delivery and performance of this Agreement has been approved by all requisite corporate or governmental action and such individuals have been duly authorized to execute and deliver this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first mentioned above.

UNIVERSITY OF KENTUCKY

**BOARD OF EDUCATION OF
WOODFORD COUNTY, KENTUCKY**

Robert S. DiPaola, MD
Provost

Signatory
Title (please print) _____

EXHIBIT A

EXHIBIT B
STATEMENT OF UNDERSTANDING

I, _____, by signing the Statement of Understanding, do hereby represent that I have read and understand the following:

1. The program in which I am enrolled requires a period of assigned guided clinical experiences in facilities other than school
2. The clinical experiences will be assigned for their educational value. Thus, I will not be entitled to any wages, workers' compensation or benefits, either from the SCHOOL or from the HOSPITAL.
3. While in the HOSPITAL's facilities, I will conduct myself in accordance with its rules, policies, procedures and regulations. Further, I will be subject to the supervision of both HOSPITAL personnel and SCHOOL faculty.
4. I understand that neither the HOSPITAL nor the SCHOOL are responsible for injuries which I incur solely as a result of my own negligence. I acknowledge that the SCHOOL has encouraged me to acquire personal medical and hospitalization insurance.
5. I have read and agreed to the SCHOOL's policies rules and regulations related to the program for which I have enrolled.
6. I understand that information regarding patients or former patients is confidential and is to be used only for clinical purposes. I agree to maintain permanently the confidentiality of all patient information obtained during my clinical experience.
7. I understand that the educational experience in which I am involved will in no way entitle me to a job at the HOSPITAL.
8. I understand that any action on my part which is not fully consistent with the above statements may warrant my removal from the clinical experience at the HOSPITAL.

I have read and understand the above statements and accept them as conditions of my enrollment and participation.

Student _____

Parental Guardian

Date _____

Date _____

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 29, 2025

TOPIC/TITLE: Emergency Medical Services Pathway MOU between WCPS and City of Versailles

PRESENTER: Ryan Asher 

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:

WCPS has been working in collaboration with Freeman Bailey of the Versailles EMS to establish an Emergency Medical Services Pathway for WCHS students. This opens up a new opportunity for our students as these pathway courses are not currently offered locally. This also serves as a workforce development for the EMS field in Versailles and Woodford County.

SUMMARY OF MAJOR ELEMENTS:

The purpose of this Memorandum of Understanding (MOU) is to define the relationship between the Woodford County Public School (WCPS) and the City of Versailles (COV) in providing instructors for the Emergency Medical Services Career Pathway for the 2025-2026 school year. The COV agrees to provide trained and approved professionals to WCPS under the terms and conditions set forth in this MOU. This MOU is the same used for Fire Science that was previously approved.

IMPACT ON RESOURCES: Specified in the MOU. The salary reimbursement of \$40,000 will be paid from CTE supplemental funds for 2025-2026.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

**Memorandum of Understanding
Emergency Medical Services Career Pathway**

This Memorandum of Understanding is entered into this ____th day of _____, 202__, by and between:

Woodford County Public Schools

330 Pisgah Pike

Versailles, KY 40383

And

Woodford County Fiscal Court

100 Court Street

Versailles, KY 40383

The purpose of this Memorandum of Understanding (MOU) is to define the relationship between the Woodford County Public School (WCPS) and the Woodford County Fiscal Court (WCFC) in providing instructors for the Emergency Medical Services Career Pathway for the 2025-2026 school year. The WCFC agrees to provide trained and approved professionals to WCPS under the terms and conditions set forth in this MOU.

The parties hereby agree to the following terms and conditions:

Woodford County Public Schools (WCPS)

WCPS agrees to:

1. Provide the classroom and shop/bay area for the WCFC to perform education to the WCPS students and provide a contact person to the WCFC who will be responsible for the classroom.
2. Provide the necessary books/eBooks for the WCFC to teach emergency medical services career education to the WCPS students.
3. Provide consumables, if necessary, for the WCFC to teach emergency medical services career education to the WCPS students. Consumables include, but are not limited to, necessary training supplies for the emergency medical services career education class. Any operating budget for this Agreement is subject to Board approval.

The Woodford County Fiscal Court (WCFC)

The WCFC agrees to:

1. Provide a qualified and competent instructor for the emergency medical services career education class.

2. Loan equipment as necessary for the class.

Financing of the Emergency Medical Services Instructor Position

For the 2025-2026 school year, the financing of the instructor position will be as follows:

1. WCPS will reimburse the WCFC for the instructor's salary in the amount of \$40,000. The WCFC shall invoice WCPS yearly for the WCPS portion of the instructor's salary. Each invoice is subject to Board approval.

2. WCFC will be responsible for providing the instructor's salary and employee benefits.

3. Funding responsibilities for subsequent years will be negotiated between WCPS and the WCFC. Each entity shall be responsible for adjusting their portion of the salary or reimbursement if any adjustments are made for WCPS teachers or WCFC Employees.

Employment status of the Emergency Medical Services Instructor

The Emergency Medical Services Instructor shall remain an employee of the WCFC and shall not be an employee of WCPS. WCPS and the WCFC acknowledge that the Instructor shall remain responsive to the chain of command of the WCFC.

WCPS shall not be liable for damage to the instructor's vehicle using parking facilities associated with WCPS, including theft, collision, fire, or any other damage to such vehicle and WCPS shall not be responsible for items left in such vehicle.

WCPS requires the Instructor to maintain adequate insurance during the Agreement, including for any loss or damage incurred by the instructor arising from illness or injury suffered in the course of the travel specified in this Agreement.

To the extent allowed by Kentucky state law, WCPS shall be responsible for all liability, injury to persons or property, damages, claims, and expenses arising from use of WCPS facilities by the WCFC, which are attributable to the actions, negligence or misconduct of WCPS. WCFC shall be responsible for all liability injury to persons or property, damages, claims and expenses arising from use of WCPS facilities by WCFC, which are attributable to the actions, negligence or misconduct of WCFC.

Insurance

WCPS agrees to provide the WCFC with a copy of a certificate of insurance indicating that WCPS has a Comprehensive General Liability Insurance Policy providing insurance for use of the WCPS facilities by WCFC and its officers, employees, agents and invitees, with limits of no less than the following amounts:

Bodily Injury: \$1,000,000 per occurrence

\$2,000,000 aggregate

Property Damage: \$1,000,000 per occurrence

\$2,000,000 aggregate

Time of Performance

This MOU shall be effective from the date of signing and continue in effect indefinitely. Either party may terminate this MOU at any time by giving a 30-day written notice on intention to the other party. If WCPS requests termination during an annual term, WCPS shall pay the prorated share of the instructor's salary for instruction provided up to the date of termination, in accordance with the payment amount set forth in this MOU. This MOU may be immediately terminated upon written consent of all parties.

BY: _____

Date: _____

Woodford County Public Schools

BY: _____

Date: _____

James Kay

Woodford County Judge/Executive

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 19, 2025

TOPIC/TITLE: Life Adventure Center MOU

PRESENTER: Logan Culbertson *BLC*

ORIGIN:

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

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Board policy 01.1 states in part "The Board may....make contracts.... and do all things necessary to accomplish the purposes for which it is created."

SUMMARY OF MAJOR ELEMENTS:

Attached is the proposed MOU between the Life Adventure Center and Woodford County Schools/Safe Harbor Academy. The Life Adventure Center provides resiliency programming via highly trained staff on and off site.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

MEMORANDUM OF UNDERSTANDING

PARTIES: The Cleveland Home, Inc., DBA Life Adventure Center (hereinafter referred to as "LAC"), a charitable, 501(c)3 organization located at 570 Milner Road, Versailles, KY 40383, AND Woodford County Public Schools - Safe Harbor Academy (hereinafter referred to as "WCPS" or "SHA"), located at 134 Macey Ave, Versailles, KY 40383.

TERM: This agreement shall be in effect as of date signed below and shall terminate at Midnight on June 30, 2026.

WHEREAS:

- A. LAC possesses unique experience, expertise and resources with regard to the application of evidenced-based theories of experiential education, equine-assisted learning/psychotherapy, challenge course and other outdoor adventure-based activities. Furthermore, LAC has a unique history of providing supplemental therapeutic programming for underserved and disadvantaged individuals.
- B. SHA possesses unique experience, expertise and resources regarding students experiencing high Adverse Childhood Experiences (ACEs), difficult home situations, and/or individuals with behavioral/mental/emotional processing difficulties.
- C. Both parties wish to enter into a mutually beneficial partnership, leveraging each parties' unique capabilities in service to deserving youth hoping to overcome previous traumas, focus on positive coping skills, and work towards future success through career and college readiness.
- D. Specifically, both parties wish to jointly develop and operate a year-long, multi-contact resiliency adventure program for the 2025-2026 academic year, in partnership with existing community partners of both organizations.
- E. Both parties wish to provide the highest-quality experience for the students and seek to provide life-changing skills that empower the individual and equips them for future success.

In consideration of the mutual covenants described herein, the receipt and sufficiency of which is hereby acknowledged by both parties, **THEREFORE, IF AND ONLY IF SUFFICIENT FUNDS ARE RAISED UNDER TERMS AND COMPENSATION LEVELS MUTUALLY AGREEABLE TO BOTH PARTIES:**

- 1. LAC hereby agrees to:
 - a. Provide seven (7) months of programming, as briefly outlined in "Safe Harbor Academy Resiliency Adventure Programming 2025-2026 Academic Year Proposal," which is incorporated herein by reference.
 - b. Provide highly-trained, specialized staff to work in partnership with WCPS/SHA teachers, counselors, administrators, and other pertinent parties to ensure the learning objectives are achieved.
 - c. Aid in coordination of meals and logistics for each element of programming.

2. WCPS/SHA hereby agree to:
 - a. Identify, roster, and support up-to 32 students for this program.
 - b. Ensure at least one (1) WCPS staff member is embedded for every twelve (12) students.
 - c. Ensure proper support staff are on sight for the entirety of all programming.
 - d. Provide funding to cover the cost of the meals for students and any WCPS staff/volunteers.
 - e. Provide transportation to and from LAC when necessary.
 3. Both parties agree to:
 - a. Collaborate on program design, elements, scheduling, and administrative functions that may be required to develop and deliver a high-quality, life-changing program for the targeted students.
 - b. Collaborate to secure funding for the pilot program, evaluate the success, and determine the future collaboration and possible expansion.
 - c. Ensure the safety, to the best of each organization's ability, of each student, volunteer, and staff member.
 - d. Communicate effectively and as needed with each representative, as determined by the organization, to ensure the program is held in highest standards of the industry and provides a quality experience to the student.
 - e. Ensure outlined objectives are met on schedule and adjust objectives accordingly as the program evolves.
 - f. Name each other as co-insured entities on their respective liability insurance policies, evidenced by a Certificate of Insurance and limits of no less than \$1,000,000 per occurrence - to be mutually exchanged, in writing, at the addresses above, as of the date written below or as soon as is practicable thereafter. Any insurance provided by WCPS/SHA shall apply on a primary basis and shall not require contribution from any insurance maintained by LAC. Any insurance or self-insurance maintained by WCPS/SHA shall be in excess of, and shall not contribute with the insurance provided by LAC.
 - g. Keep all participant records confidential and compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as well as industry best practices.
- IN WITNESS WHEREOF: The undersigned hereby represent their ability to legally obligate their respective parties and agree by affixing their signatures below on the _____ day of _____, 2025.

**Executive Director & Authorized
Life Adventure Center**

**Authorized Agent for Woodford County Agent for the
Public Schools/Safe Harbor Academy**

LEASE

THIS LEASE AGREEMENT made and entered into pursuant to the Governmental Leasing Act, KRS 65.940 *et seq.*, this the 1st day of July, 2025, by and between the WOODFORD COUNTY FISCAL COURT, with its principal office at the Woodford County Courthouse, Room 200, 103 South Main Street, Versailles, Kentucky 40383, hereinafter referred to as LESSOR, and the BOARD OF EDUCATION OF WOODFORD COUNTY, with its principal office at 330 Pisgah Pike, Versailles, Kentucky, 40383, hereinafter referred to as LESSEE.

WITNESSETH:

That LESSOR shall, for and in consideration of the rental payment by the LESSEE hereinafter set forth, lease unto LESSEE, for its nonexclusive use, the Community Stadium football/soccer complex located at the Woodford County Park, at 275 Beasley Road, Versailles, Kentucky, as well as necessary and attendant parking spaces in the paved general parking lot in front of the Falling Springs Arts and Recreation Center, hereinafter referred to as “leased premises.”

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereto belonging unto said LESSEE, its successors and assigns, during its priority seasonal usage period, described herein below, and beginning on July 1, 2025, and ending on June 30, 2026.

The following terms and conditions shall apply to this Lease:

- 1) Rental Payment LESSEE agrees to pay to LESSOR an amount equal to one dollar (\$1.00) of the gross sales price of each ticket sold to the public for any function performed, or athletic or other venture or event sponsored by, and involving, LESSEE. This surcharge shall only apply to gate admission tickets sold at the event site, and specifically does not apply to “all sports” ticket packages, or season football or soccer ticket packages. The surcharge shall apply to both student and adult gate ticket sales, but shall specifically not apply to advance student ticket sales. LESSEE shall have the sole right to determine the sales price of each gate admission subject to this surcharge, but the cost shall include this \$1.00 add-on. The total amount of surcharge collected from gate admission sales shall be specifically accounted for and reported to LESSOR, and accompanied by payment to LESSOR within thirty (30) days following the date of the school sports event, function, or performance, without demand being necessary, to its place of business described above, or any place subsequently designated by the LESSOR. Monies generated through the surcharge will be placed in a designated account for stadium and parking lot maintenance.
- 2) Use of Leased Premises. The subject property is being leased to LESSEE to manage its use during the fall sports season for WCHS football, and boys and girls soccer teams, and for any and all attendant and/or reasonably related high school purposes, with priority and primary use to be accorded to LESSEE for these sports activities from July 15 —

November 30 of each year (priority seasonal use time). LESSEE may also utilize the leased property for its middle school football and soccer programs, based however, upon field availability, as such use is not deemed priority use as it is for the high school programs.

- 3) Utilities and Clean Up. In addition to the rental payment set forth in ¶1 above, the LESSEE shall be responsible for payment of one hundred percent (100%) of the electric and water services only during the priority seasonal use time (July 15 — November 30 each year of the Lease) and for any preparatory and clean up costs for and after its events. Any use of the leased premises at a time other than the priority seasonal use time period will result in a reasonable charge for electric and water services calculated as near as practically possible on the actual use during the period by the LESSEE.

The LESSOR shall during the term of this Lease maintain the stadium structure and facilities in a safe and fully functional condition, and in a timely fashion perform basic maintenance and minor repair or patch work, resulting from, or due to, the age or general depreciation of the stadium. The LESSOR is specifically not responsible for maintenance of the scoreboard, concession stands, or light towers, or for bleachers/seating replacement, but shall be responsible for basic light tower bulb replacement, for basic upkeep to the bleachers/seating, for preservation of the existing press box as currently constructed, and for the restrooms. The parties to the Lease agree that any upgrades to the facility, including but not limited to a new or improved press box, new light towers, or new bleachers/seating, are considered “improvements,” the cost and payment for which would have to be separately negotiated between the parties, each of whom commit to act in good faith in such regard. As concerns the structure, the LESSOR shall satisfy any code requirements governing LESSOR under Federal, State, and Local laws; provides, however, this last proviso shall not be interpreted by LESSEE to bind LESSOR to comply with any Americans with Disabilities (ADA) standards LESSEE might otherwise be required to adhere to.

- 4) Prohibited Uses. LESSEE shall not allow smoking or use of any tobacco product anywhere within or upon the leased premises, nor any consumption of alcoholic beverages at any time. LESSEE agrees to strictly enforce this policy during its use of the leased premises.
- 5) Insurance. LESSEE agrees to maintain at all times public liability insurance on the leased property for the purpose of protecting the LESSOR from any claims which may be made as a result of injury to any person or property which may occur on the leased premises, proof of which shall be made available to LESSOR prior to the effective date of this Lease and, subsequently, at any time upon demand. The LESSEE shall, at all times during the term of this Lease, protect and save harmless the LESSOR from any and all claims, demands, and damages for injuries to person or property incurred on the leased premises occupied by LESSEE and growing out of the neglect of LESSEE or any of its employees or agents. Such insurance shall afford minimum protection of not less than ONE

MILLION DOLLARS (\$1,000,000.00) for each occurrence of bodily injury or death and of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each occurrence of property damage.

The LESSOR agrees to indemnify and hold harmless the LESSEE, its officers, employees, and agents against claims or demands arising from providing the leased premises under this Lease. The LESSOR agrees to provide comprehensive liability insurance for the entire term of this Lease with a company licensed to do business in the Commonwealth of Kentucky, insuring both the LESSOR and LESSEE, with policy limits of \$1,000,000 combined single limit, including broad form comprehensive general liability, and to deliver to the LESSEE a certificate of insurance reflecting the coverage prior to the effective date of this Lease.

The LESSOR also agrees to maintain adequate property insurance during the term of this Lease that will cover the stadium facilities, including the field turf.

- 6) Improvements. Although no major renovation or expenditure will be made on the Community Stadium absent approval of the LESSOR, during the term of this Lease, the LESSEE may from time to time change, alter, or otherwise add to the improvements being now or hereinafter located upon the leased premises in any manner in which said LESSEE may from time to time decide, provided always that such changes or alterations shall not lessen the value of the leased premises, or appreciably diminish and decrease the usable space, and provided further that LESSEE will be solely responsible for the cost for same. Further, LESSEE covenants that, upon the termination of this Lease or upon failure of the LESSEE to renew said Lease as set forth in this Lease, any improvements or additions thereto made by LESSEE during the term of the Lease shall be deemed to be the property of the LESSOR.
- 7) Assignment. No assignment or transfer of the Lease shall be made by LESSEE without prior written consent from the LESSOR.
- 8) Right of Employment. The LESSOR hereby covenants and agrees that LESSEE shall have peaceable and quiet possession and enjoyment of said premises. LESSOR shall reserve upon themselves the right to come upon the premises for the purpose of making any reasonable or necessary inspections of said premises, even during LESSEE's term of priority usage.

LESSEE hereby agrees to maintain all facilities which it may hereinafter erect upon the leased premises, pursuant to 6) Improvements, above, as well as to maintain in a neat and orderly fashion all the grounds located immediately adjacent thereto. LESSEE further hereby covenants and agrees to pay all rents, taxes, assessments, and other charges, if any, and to perform all covenants and agreements of this Lease made by and in favor of the LESSEE. All agreements, covenants, and conditions of this Lease made by and in favor

of the LESSEE. All agreements, covenants, and conditions of this Lease shall inure to and be binding upon the successors and assigns of the LESSOR and the LESSEE, parties hereto.

- 9) Use of Premises by Other Parties. LESSEE understands, acknowledges and agrees that its use of the Community Stadium complex and facilities is not exclusive, even while it maintains priority standing during the priority seasonal use time. LESSEE shall have exclusive use and control of, and responsibility for, the dedicated concession stands, and LESSEE shall be responsible for complying with any health or food or structural inspection codes, or permit requirements, with regard to the sale of food, drinks, and novelties from within the concession stands.
- 10) Entire Agreement. This Lease contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this Lease, shall be of any force and effect. Amendments to this Lease, such as for renewal, may be mutually agreed upon and reduced to writing.
- 11) Governing Law. This Lease has been executed and delivered in the Commonwealth of Kentucky, and all the terms and provisions hereof and with the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws thereof.
- 12) Preservation of Defense. It is understood and agreed that none of the parties hereto waives by entering into this Lease any right that it may have to use the defense of governmental/sovereign immunity to any claim which may be asserted against any party hereto.
- 13) Non-Discrimination. The LESSOR and LESSEE agreed to not discriminate against any individual in or relative to the use of the leased premises at any time on the basis of race, color, national origin, sex, religion, genetic information, or disability.
- 14) Binding Effect. LESSOR and LESSEE agree that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 15) Severability. If, during the term of this Lease, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the Lease not affected by such ruling or determination, to the extent legally permissible, shall remain in force.
- 16) No Third Party Rights. Nothing in this Lease is intended by the parties and shall not be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.
- 17) Notices. For purposes of notice requirements, the following addresses shall be utilized for the parties hereto:

Woodford County Fiscal Court
Attention: County Judge Executive
Woodford County Courthouse, Suite 200
103 South Main Street
Versailles, Kentucky 40383

Board of Education of Woodford County
Attention: Superintendent
330 Pisgah Pike
Versailles, Kentucky 40383

18) Duplicate Originals. This Lease is being executed in duplicate originals.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease on this the
day and year first above written.

Woodford County Fiscal Court

BY: _____

TITLE: _____

ATTEST

Clerk, Fiscal Court

Board of Education of Woodford County

BY: _____

TITLE: _____

DATE APPROVED: _____

ATTEST:

Secretary of the Board of Education

LEASE

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TO HAVE AND TO HOLD the same with all privileges and appurtenances thereto belonging unto said LESSEE, its successors and assigns, during its priority seasonal usage period, described herein below, and beginning on July 1, 2023, and ending on June 30, 2024. This LEASE AGREEMENT shall automatically renew for an additional one-year period beginning on July 1, 2024, and ending on June 30, 2025, if LESSEE notifies LESSOR, in writing, of its intent to renew by no later than May 31, 2024.

The following terms and conditions shall apply to this Lease:

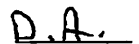
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Initials – WCFC

Initials – BOE



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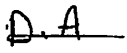
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7) Assignment. No assignment or transfer of the Lease shall be made by LESSEE without prior written consent from the LESSOR.


Initials - WCFC


Initials - BOE

8) Right of Enjoyment. The LESSOR hereby covenants and agrees that LESSEE shall have peaceable and quiet possession and enjoyment of said premises. LESSOR shall reserve upon themselves the right to come upon the premises for the purpose of making any reasonable or necessary inspections of said premises, even during LESSEE's term of priority usage.

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10) Entire Agreement. This Lease contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this Lease, shall be of any force and effect. Amendments to this Lease, such as for renewal, may be mutually agreed upon and reduced to writing.

11) Governing Law. This Lease has been executed and delivered in the Commonwealth of Kentucky, and all the terms and provisions hereof and with the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws thereof.

12) Preservation of Defense. It is understood and agreed that none of the parties hereto waives by entering into this Lease any right that it may have to use the defense of governmental/sovereign immunity to any claim which may be asserted against any party hereto.

13) Non-Discrimination. The LESSOR and LESSEE agreed to not discriminate against any individual in or relative to the use of the leased premises at any time on the basis of race, color, national origin, sex, religion, genetic information, or disability.

14) Binding Effect. LESSOR and LESSEE agree that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

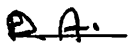
15) Severability. If, during the term of this Lease, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the Lease not affected by such ruling or determination, to the extent legally permissible, shall remain in force.

16) No Third Party Rights. Nothing in this Lease is intended by the parties and shall not be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

17) Notices. For purposes of notice requirements, the following addresses shall be utilized for the parties hereto:



Initials - WCFC



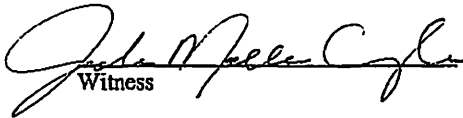
Initials - BOE

Woodford County Fiscal Court
Attention: County Judge Executive
Woodford County Courthouse, Room 200
103 South Main Street
Versailles, Kentucky 40383

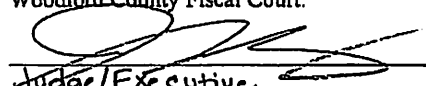
Board of Education of Woodford County
Attention: Superintendent
330 Pisgah Pike
Versailles, Kentucky 40383

18) Duplicate Originals. This Lease is being executed in duplicate originals.

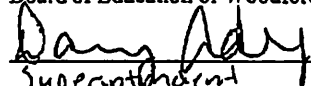
IN TESTIMONY WHEREOF, the parties hereto have executed this Lease on this the day
and year first above written.


Witness

Woodford County Fiscal Court:

BY: 
TITLE: Judge/Executive

Board of Education of Woodford County

BY: 
TITLE: Superintendent
DATE APPROVED: _____

ATTEST
SECRETARY TO THE BOARD OF EDUCATION

**Woodford Youth Soccer/Bluegrass Soccer Club
Community Stadium Field Use**

This agreement for premises use is hereby entered into between the Versailles-Woodford County Parks and Recreation Department (Hereinafter referred to as "Parks and Rec") and Woodford Youth Soccer Association, Inc. and its subsidiary Bluegrass Soccer Club (hereinafter referred to as "WYSA/BSC"), entered into on this _____ day of _____ 2011;

WHEREAS, Parks and Rec shall, for and in consideration of the rental payment by WYSA/BSC hereinafter set forth, lease unto WYSA/BSC for its nonexclusive use, the Community Stadium football/soccer complex located at the Woodford County Park, at 275 Beasley Drive, Versailles, Kentucky, as well as necessary and attendant parking spaces in the paved general parking lot in front of the Falling Springs Arts and Recreation Center, hereinafter referred to as "premises."

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereto belonging unto said WYSA/BSC, its successors and assigns, during its priority seasonal usage period, described herein below, and beginning on July 1, 2011, and ending on June 30, 2023. If both Parks and Rec and WYSA/BSC agree, the parties may execute an option to renew, or new successor lease, if the parties are so inclined in either regard.

The following terms and conditions shall apply to this agreement:

- 1) Rental Payment. Payment amounts and terms to be handled under separate agreement with Woodford Park Foundation
- 2) Use of Premises. The subject property is being leased to WYSA/BSC to manage its use for both recreational and competitive soccer purposes or reasonably related soccer purposes with priority and primary use to be accorded to WYSA/BSC for activities from December 1 – June 15 of each year (priority seasonal use time). WYSA/BSC may also utilize the property for programs and activities outside of the priority seasonal use time, based however, upon field availability, as such use is not deemed priority use for WYSA/BSC.
- 3) Clean up/Maintenance of Stadium Facilities. In addition to the rent payment set forth in section 1 above, WYSA/BSC shall be responsible for any preparatory and clean up associated with its use of the stadium and surrounding grounds during the priority seasonal use time or any other time period for which WYSA/BSC uses Stadium facilities. WYSA/BSC agrees to be solely responsible for damages caused, or repairs necessitated, by destructive actions undertaken during periods of its usage, and WYSA/BSC shall make the necessary repairs in a timely fashion, and consistent with the stadium design.

Parks and Recreation shall during the term of this agreement maintain the stadium facilities, including but not limited to restrooms, seating, press box, concessions area, in a safe and functional condition so as to satisfy any and all code requirements under Federal, State or local governmental ordinances, policies, regulations, and/or statutes.

- 4) Prohibited Uses. WYSA/BSC shall not allow smoking or use of any tobacco product anywhere within or upon the premises, nor any consumption of alcoholic beverages at any time, WYSA/BSC agrees to strictly enforce this policy during its use of premises.
- 5) Insurance. WYSA/BSC agrees to maintain at all times public liability insurance on the property for the purpose of protecting Parks and Rec, the Woodford Fiscal Court and the City of Versailles from any claims which may be made as a result of injury to any person or property which may occur on the premises, proof of which shall be made available to Parks and Rec prior to the effective date of this agreement and subsequently, at any time upon demand. WYSA/BSC shall, at all times during the term of this agreement, protect and save harmless Parks and Rec from any and all claims, demands, and damages for injuries to person or property incurred on the premises occupied by WYSA/BSC and growing out of neglect of WYSA/BSC or any of its employees or agents. Such insurance shall afford minimum protection of not less than ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence of bodily injury or death and of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each occurrence of property damage.

Parks and Rec agrees to indemnify and hold harmless WYSA/BSC, its officers, employees, and agents against claims or demands arising from providing the premises under this agreement. Parks and Rec agrees to provide comprehensive liability insurance for the entire term of this agreement with a company licensed to do business in the Commonwealth of Kentucky, insuring both Parks and Rec and WYSA/BSC, with policy limits of \$1,000,000 combined single limit, including broad and form comprehensive general liability. Parks and Rec agrees to maintain adequate property insurance during the term of this agreement that will cover the stadium facilities, including the field turf.

- 6) Assignment. No assignment or transfer of the agreement shall be made by WYSA/BSC without prior written consent from Parks and Rec.
- 7) Use of Premises by Other Parties. WYSA/BSC understands, acknowledges and agrees that its use of the Community Stadium complex and facilities is not exclusive, even while it maintains priority standing during the priority seasonal use time.
- 8) Entire Agreement. This agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this agreement, shall be of any force and effect. Amendments to this agreement, such as for renewal, may be mutually agreed upon and reduced to writing.
- 9) Governing Law. This agreement has been executed and delivered in the Commonwealth of Kentucky, and all the terms and provisions hereof and with the

rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws thereof.

- 10) Preservation of Defense. It is understood and agreed that none of the parties hereto waives by entering into this agreement any right that it may have to use the defense of governmental/sovereign immunity to any claim which may be asserted against any party hereto.
- 11) Non-Discrimination. Parks and Rec and WYSA/BSC agreed to not discriminate against any individual in or relative to the use of the premises at any time on the basis of race, color, national origin, sex, religion, genetic information, or disability.
- 12) Binding Effect. Parks and Rec and WYSA/BSC agree that all of the provisions hereof shall bind and insure to the benefit of the parties hereto and their respective successors and assigns.
- 13) Severability. If, during the term of this agreement, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the agreement not affected by such ruling or determination, to the extent legally permissible, shall remain in force.
- 14) No Third Party Rights. Nothing in this agreement is intended by the parties and shall not be constructed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.
- 15) Notices. For the purpose of notice requirement, the following addresses shall be utilized for the parties hereto:

Versailles-Woodford Co Parks and Recreation
Attention: Director
275 Beasley Dr
Versailles, KY 40383

Woodford Youth Soccer Assoc. &
Bluegrass Soccer Club
Attention: President
PO Box 126
Versailles, KY 40383

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement on this the day and year first above written.

Versailles Woodford Co. Parks and Rec

Date

Woodford Youth Soccer Assoc, Inc. &
Bluegrass Soccer Club

Date

Woodford Youth Football Association

Community Stadium Field Use

This agreement for premises use is hereby entered into between the Versailles-Woodford County Parks and Recreation Department (Hereinafter referred to as "Parks and Rec") and Woodford Youth Football League (hereinafter referred to as "WYFL"), entered into on this _____ day of _____ 2011:

WHEREAS, Parks and Rec shall, for and in consideration of the rental payment by WYFL hereinafter set forth, lease unto WYFL for its nonexclusive use, the Community Stadium football/soccer complex located at the Woodford County Park, at 275 Beasley Drive, Versailles, Kentucky, as well as necessary and attendant parking spaces in the paved general parking lot in front of the Falling Springs Arts and Recreation Center, hereinafter referred to as "premises."

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereto belonging unto said WYFL, its successors and assigns, during its priority seasonal usage period, described herein below, and beginning on July 1, 2011, and ending on June 30, 2023. If both Parks and Rec and WYFL agree, the parties may execute an option to renew, or new successor lease, if the parties are so inclined in either regard.

The following terms and conditions shall apply to this agreement:

1) Rental Payment. Payment amounts and terms to be handled under separate agreement with Woodford Park Foundation

2) Use of Premises. The subject property is being leased to WYFL to manage its use for recreational football purposes or reasonably related football purposes with priority and primary use to be accorded to WYFL for activities from on Saturdays from 8 am to 5 pm and Sundays from 12 pm to 5 pm during the months of June 1 – December 1 of each year (priority seasonal use time). WYFL may also utilize the property for programs and activities outside of the priority seasonal use time, based however, upon field availability, as such use is not deemed priority use for WYFL.

3) Clean up/Maintenance of Stadium Facilities. In addition to the rent payment set forth in section 1 above, WYFL shall be responsible for any preparatory and clean up associated with its use of the stadium and surrounding grounds during the priority seasonal use time or any other time period for which WYFL uses Stadium facilities. WYFL agrees to be solely responsible for damages caused, or repairs necessitated, by destructive actions undertaken during periods of its usage, and WYFL shall make the necessary repairs in a timely fashion, and consistent with the stadium design.

Parks and Recreation shall during the term of this agreement maintain the stadium facilities, including but not limited to restrooms, seating, press box, concessions area, in a safe and functional condition so as to satisfy any and all code requirements under Federal, State or local governmental ordinances, policies, regulations, and/or statutes.

4) Prohibited Uses. WYFL shall not allow smoking or use of any tobacco product anywhere within or upon the premises, nor any consumption of alcoholic beverages at any time, WYFL agrees to strictly enforce this policy during its use of premises.

5) Insurance. WYFL agrees to maintain at all times public liability insurance on the property for the purpose of protecting Parks and Rec, the Woodford Fiscal Court and the City of Versailles from any claims which may be made as a result of injury to any person or property which may occur on the premises, proof of which shall be made available to Parks and Rec prior to the effective date of this agreement and subsequently, at any time upon demand. WYFL shall, at all times during the term of this agreement, protect and save harmless Parks and Rec from any and all claims, demands, and damages for injuries to person or property incurred on the premises occupied by WYFL and growing out of neglect of WYFL or any of its employees or agents. Such insurance shall afford minimum protection of not less than ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence of bodily injury or death and of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each occurrence of property damage.

Parks and Rec agrees to indemnify and hold harmless WYFL, its officers, employees, and agents against claims or demands arising from providing the premises under this agreement. Parks and Rec agrees to provide comprehensive liability insurance for the entire term of this agreement with a company licensed to do business in the Commonwealth of Kentucky, insuring both Parks and Rec and WYFL, with policy limits of \$1,000,000 combined single limit, including broad and form comprehensive general liability. Parks and Rec agrees to maintain adequate property insurance during the term of this agreement that will cover the stadium facilities, including the field turf.

6) Assignment. No assignment or transfer of the agreement shall be made by WYFL without prior written consent from Parks and Rec.

7) Use of Premises by Other Parties. WYFL understands, acknowledges and agrees that its use of the Community Stadium complex and facilities is not exclusive, even while it maintains priority standing during the priority seasonal use time.

8) Entire Agreement. This agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this agreement, shall be of any force and effect. Amendments to this agreement, such as for renewal, may be mutually agreed upon and reduced to writing.

9) Governing Law. This agreement has been executed and delivered in the Commonwealth of Kentucky, and all the terms and provisions hereof and with the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws thereof.

10) Preservation of Defense. It is understood and agreed that none of the parties hereto waives by entering into this agreement any right that it may have to use the defense of governmental/sovereign immunity to any claim which may be asserted against any party hereto.

11) Non-Discrimination. Parks and Rec and WYFL agreed to not discriminate against any individual in or relative to the use of the premises at any time on the basis of race, color, national origin, sex, religion, genetic information, or disability.

12) Binding Effect. Parks and Rec and WYFL agree that all of the provisions hereof shall bind and insure to the benefit of the parties hereto and their respective successors and assigns.

13) Severability. If, during the term of this agreement, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the agreement not affected by such ruling or determination, to the extent legally permissible, shall remain in force.

14) No Third Party Rights. Nothing in this agreement is intended by the parties and shall not be constructed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

15) Notices. For the purpose of notice requirement, the following addresses shall be utilized for the parties hereto:

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement on this the day and year first above written.

Versailles-Woodford Co Parks and Recreation

Woodford Youth Football League

Attention: Director

Attention: President

275 Beasley Dr

Versailles, KY 40383

Versailles, KY 40383

Versailles Woodford Co. Parks and Rec

Date

Woodford Youth Football League

Date

Scheduling & Field Maintenance Agreement

The Versailles – Woodford County Parks and Recreation Department (P&R) and the Woodford County Board of Education (WCBE) enter into the following agreement as it relates to scheduling and maintenance of property at the Woodford County Park.

Term July 1, 2023– June 30, 2026

County Stadium & practice field at County Park will be handled under a separate agreement.

BH Hitting Complex - WCBE will have priority use of the BH hitting complex during the time of their respective season, Monday – Friday from 3:45 pm until 6:00 pm and Saturdays from 8 am 12 pm. WCBE will be invoiced \$500 per team per season.

Ball field Scheduling – Chandler & Girls softball new field

WCBE recognizes that said fields are owned by Woodford County Fiscal Court and P&R recognizes that WCBE will have priority use of said fields for games and practices during their respective baseball or softball seasons. P&R reserves the right to schedule said ball fields at the conclusion of season. WCBE will provide a schedule of practices and games for each field and will notify P&R of any rescheduling or make up dates in advance.

Chandler ball field maintenance – P&R will perform all maintenance to include mowing, dragging, and general repair. Maintenance of playing field to include seeding, fertilizing, and weed control will be shared 50/50 between P&R and WCBE. Replacement or repair cost of structures, scoreboards & lighting will be shared 50/50 between P&R and WCBE. P&R will invoice WCBE for all materials and utilities at cost.

Field #9 Girls softball field maintenance – P&R will perform all maintenance to include mowing, dragging, and general repair. Maintenance of playing field to include seeding, fertilizing, and weed control will be shared 50/50 between P&R and WCBE. Replacement or repair cost of structures, scoreboards & lighting will be shared 50/50 between P&R and WCBE. P&R will invoice WCBE for all materials and utilities at cost.

Middle school baseball & softball field maintenance – P&R recognizes that said fields are owned by WCBE. WCBE has exclusive use of these fields during the school year. P&R will have use of said fields at the conclusion of the school year and up to the start of the next school year. P&R will perform all maintenance to include mowing, dragging, and general repair on behalf of the WCBE. P&R will invoice WCBE for all materials purchased on behalf of WCBE at cost. P&R will maintain playing field during the summer months at no cost to WCBE in exchange for P&R usage during said months.

Page 2 Scheduling & Field Maintenance Agreement

Cross Country Course – WCBE recognizes that the Cross-Country Course is owned by the Woodford Fiscal Court and P&R recognizes that WCBE will have use of the cross-country course during their respective season. P&R will oversee all scheduling of the cross-country course. WCBE will provide a schedule of practices and meets to be run on the course in advance and will notify P&R of any rescheduling or make up dates. P&R will perform all maintenance. to include mowing and general repair.

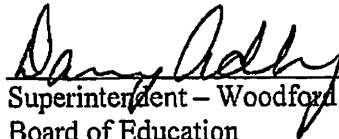
Tennis Courts – Covered under separate agreement with Woodford Fiscal Court. Term of usage lease ends June 30, 2040.

Swimming Pool – WCBE will have use of the Falling Springs indoor swimming pool for practice and meets. Practices shall be permitted Monday – Friday, 3:45 pm – 5 pm. starting October 1 through February 15 (or until State Finals are completed). WCBE will be permitted to use up to seven (7) pool lanes for practice during mutually agreeable times. Practices will be charged at a flat rate of \$8,628, rates can be adjusted if times or lanes change. WCBE will be invoiced in 4 monthly installments Oct – Jan for practices. Weekly dual meets will be charged the regular lane rental fee of \$15.75 per lane per hour. All day swim or dive meets hosting multiple teams (WCI Invitational & KHSAA Regionals) will be billed at the rate of \$1,100 per day. This rate includes use of all pool lanes, pool party room, and one gym court. Use of second gym court will be at the rate of \$350 per day. WCBE will provide in advance a list of all scheduled practice times and meet dates.



Executive Director of Versailles-Woodford Co.
Parks and Recreation

5/10/23
Date



Superintendent – Woodford Co.
Board of Education

5-31-23
Date

**Woodford County Board of Education
Versailles Woodford County Parks and Recreation
Trade Agreement**

The Woodford County Board of Education hereinafter (WCBE) and the Versailles-Woodford County Parks and Recreation Department hereinafter (P&R) agree to enter into a mutual beneficial trade agreement for use of athletic playing facilities and school gymnasiums.

Term: July 1, 2023– June 30, 2026

P&R agrees to allow WCBE the use of the following facilities for practice and games/meets during their respective sports seasons.

1. Chandler baseball field (practices and games) – estimated 85 -100 events
Season – February 15th – May 31st (post season play if needed)
2. Field #9 girls softball field (practices and games) – estimated 85-100 events
Season – February 15th – May 31st (post season play if needed)
3. Falling Springs Gymnasium – one (1) court from 3:45 pm – 5:30 pm Monday – Friday for freshman basketball practice. Season October 1 – March 1. estimated 50-75 events.
4. Cross County Course (practices and meets) – estimated 75 – 85 events.
Season – August 1st – October 31st

P&R also agrees to allow the Community Based Instruction (CBI) classes use of the following Falling Springs facilities during the school year at no cost.

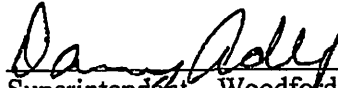
1. Indoor Track – Monday – Friday 10 am to 2:30 pm
2. Basketball courts and gymnasium – Monday – Friday 7 am – 2:30 pm
3. Indoor pools – When using indoor pools CBI must notify Falling Springs Aquatics Manager at least 24 hours prior to arrival. Monday – Friday 12 pm – 2:30 pm (note use of therapy pool is restricted to anyone under the age of 16 without prior permission from the Aquatics Manager)

WCBE agrees to allow P&R the use of the following facilities for youth basketball and youth cheerleading practices from November 1st through March 31st. P&R will have priority use, with the exception of school related activities or functions, of elementary school gymnasiums/multipurpose room from 6:00 pm until 9:00 pm Monday – Friday. P&R agrees to pay all cost associated with labor and utilities for any use on weekends and agrees to notify WCBE in advance of any weekend usage.

1. Southside School – estimated 85 – 100 practices
2. Northside School – estimated 85 – 100 practices
3. Simmons School – estimated 85 - 100 practices
4. Huntertown School – estimated 85 – 100 practices



Executive Director of Versailles-Woodford Co.
Parks and Recreation



Superintendent – Woodford Co.
Board of Education

5/10/23
Date

5-31-23
Date