

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #: VIII E DATE:** September 22, 2025

**TOPIC/TITLE:** Approve Contracts

**PRESENTER:** Dr. Lori Jones

**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: Energy Demand Response Renewal ( Kentucky Utilities); Student Affiliation Agreement (St. Augustine); License and Support Agreement (K12).

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Lori Jones*

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** September 22, 2025

**TOPIC/TITLE:** KU Energy Demand Response Renewal

**PRESENTER:** Shane Smith

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

- ☐ DATE:
- ☐ ACTION:

**BACKGROUND INFORMATION:**

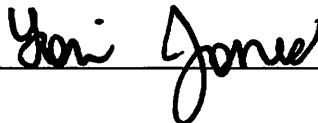
Attached is the contract with Kentucky Utilities Company to renew an energy demand response program, where the district can (if we reduce consumption during requested periods) get a rebate for participation. There is no cost to the district and no requirements to reduce energy consumption if detrimental to any district activity. The district has participated in a similar program for several years. Please see attachments for additional details.

**SUMMARY OF MAJOR ELEMENTS:**

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

  
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## **AGREEMENT FOR THE ENERGY EFFICIENCY BUSINESS DEMAND RESPONSE PROGRAM**

This Agreement is made effective on the 1<sup>st</sup> day of November, 2025 by and between KENTUCKY UTILITIES COMPANY ("Company") and WOODFORD COUNTY BOARD OF ED ("Customer") (Company and Customer referred to collectively as "Parties" and each individually as "Party").

**Program Description.** Participants in the Company's Business Demand Response Program ("Program") agree to help reduce the Company's demand when system-wide demand for electricity is high or system reliability is at risk. Participation in the Program requires Customer to reduce their individual energy load in accordance with an outlined Customer-specific load reduction process or by utilizing onsite generation sources during the Program Event to achieve the Customer's Nominated Capacity. The Program Event period shall be set by Company and in accordance with the terms and conditions contained in the applicable provisions of the Company's tariff. The Company's tariff terms and conditions and applicable rate schedule, rider(s) and adjustment mechanism(s), as from time to time approved by and on file with the Public Service Commission of Kentucky, are made part of this agreement as if fully written herein.

### **Summary of Key Program Rules.**

The Program Event is the period determined by Company's generation dispatch team during which load reduction is necessary from participants within the Program. A single event is expected to last a minimum of four (4) hours and a maximum of eight (8) hours, not to exceed more than one (1) event per day, and an aggregate of one hundred (100) hours in a Term. The Company will provide an Event Notification a minimum of sixty (60) minutes in advance of a Program Event. Prior to the beginning of each Term, the Customer shall provide a Nominated Capacity, which will represent their designated load reduction capacity, in kW, during a Program Event. Upon receiving an Event Notification, the Customer will have an opportunity to opt out of participating in that Program Event.

A Capacity Payment will be made to Customer in an amount equal to the incentive rate multiplied by the Customer's calculated Delivered Capacity during a Program Event, averaged over the Program Events during the Term, and capped at 100% of the Customer's Nominated Capacity. Delivered Capacity will be Customer's calculated performance during each Program Event with respect to the Customer Baseline, subject to Company approval. A Customer's Baseline is determined by calculating the average of the five (5) most energy intensive days over the ten (10) business days preceding the event.

Notwithstanding the foregoing, Customer will receive payment only in those Term(s) in which there is at least one Program Event called and following the completion of the full Term. Customers who have opted out of a Program Event will receive no payment for that Program Event. All payments shall be associated with Customer's participation in the Program after the Term is over and the Delivered Capacity has been verified. All payments shall be made within forty-five (45) days following the end of the Term.

**Term.** This Agreement shall be effective for a one (1) year term, starting on the effective date. The Agreement shall automatically extend for additional one (1) year terms unless terminated sooner by either Party giving thirty (30) days' prior written notice to the other Party. Company may also terminate this Agreement at any time if Customer elects to opt-out of three (3) consecutive Program Events or demonstrates a zero (0) kW reduction during three (3) consecutive Program Events.

**Software and Data Acquisition.** Company will install, own, operate, and maintain the metering equipment of its choice that is suitable to generate interval data. Software (and hardware) to access the interval data will be installed by Company, via its contracted third-party vendor. Installation may take up to one hundred twenty (120) days should inventory not be readily available for installation.

**Indemnification.** Customer shall indemnify, defend, and hold harmless Company from any loss, damage, or expense (including, but not limited to, attorney's fees) incurred by reason of injury or death of any person whomsoever, or damage to any property whatsoever, resulting from, or arising out of, any matter related to this Agreement. Customer's obligations under this section shall not apply if the loss, damage, expense resulting from injury or death of any person or damage to property is a result of negligent act of Company or its employee(s).

**Representations and Warranties.** Customer agrees that it will not use data made available in a manner that could result in or create an unsafe condition of any kind should the data signal from Company's metering equipment be lost or inaccurate for any reason whatsoever. Customer further agrees that any installation, operation, maintenance, repair, replacement, or removal of Customer installed equipment will not interfere with Company's access to or operation and maintenance of its facilities or equipment. Company makes no warranty, express or implied, as to the safety, durability, reliability or continued operation of the meter or associated equipment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by these duly authorized representatives.

**KENTUCKY UTILITIES COMPANY**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WOODFORD COUNTY BOARD OF ED**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Site Address and Contact Details Attachment**

Customer will have the option to update the Nominated Capacity before the start of a new Term. Site Contact Details should be updated as the changes occur.

<b>Contract Account Number</b>	<b>Meter Number</b>	<b>Site Address</b>	<b>Nominated Capacity (kW)</b>
350015358772	2852085	145 School House Rd, Versailles, KY	50

	<b>Primary Site Contact Details</b>	<b>Secondary Site Contact Details</b>	<b>Alternate Site Contact Details</b>
<b>First and Last Name</b>	Shane Smith		
<b>Phone Number</b>	8598794600 x2114		
<b>Alternate Phone Number</b>			
<b>Email Address</b>	shane.smith@woodford.kyschools.us		
<b>Other Details</b>			

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:**   Sept 8, 2025

**TOPIC/TITLE:**       Student Affiliation Agreement between University of St Augustine for Health Services

**PRESENTER:**       Tracey Francis

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

- ☐ DATE:
- ☐ ACTION:

**BACKGROUND INFORMATION:**

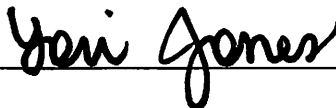
Agreement between Woodford County Public Schools and the University of St Augustine for PT/OT SLP for a clinical Partnership Request

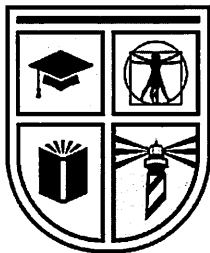
**SUMMARY OF MAJOR ELEMENTS:**

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

  
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# UNIVERSITY of ST. AUGUSTINE for HEALTH SCIENCES

## Student Affiliation Agreement

- Between -

- And

### *University of St. Augustine for Health Sciences*

- ☐ Physical Therapy (PT)
- ☐ Occupational Therapy (OT)
- ☐ Speech-Language Pathology (SLP)\*
- ☐ Nursing (MSN, DNP, PG Cert-FNP, PG Cert-PMHNP)
- ☐ Physician Assistant (PA)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
(Effective Date) by and between \_\_\_\_\_  
hereinafter known as the Facility and the University of St. Augustine for Health Sciences,  
hereinafter known as the University.

### - RECITALS -

The University is a provider of education for PT, OT, SLP, PA and Nursing students in master and doctorate entry-level, and post-professional master, doctorate, graduate certificate, and clinical residency programs. Such programs require in-depth, clinical experience for the students under supervision of competent health care providers in actual clinical conditions.

The Facility is a health care provider, health care practitioner, social service or academic institution and recognizes a benefit in fashioning an environment of collegiality, mentoring and respect for continuing academic efforts and research.

Now therefore, the parties agree as follows,

### IT IS AGREED:

#### 1. Duties of the University

- (a) Assume responsibility for continuing compliance with the educational standards of the appropriate

\* The Master of Science (M.S.) education program in Speech-Language Pathology (distance education) at the University of St. Augustine for Health Sciences is accredited by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association, 2200 Research Boulevard, #310, Rockville, MD 20850, 800-498-2071 or 301-296-5700.

accreditation and licensing bodies.

- (b) Designate a member of the faculty or staff to communicate with the Facility on all items pertinent to clinical education.
- (c) Notify the Facility about the planned schedule of student assignment, level of academic preparation, length and dates of internship assignments.
- (d) Refer to the Facility only those students who have completed the prerequisite didactic portion of the curriculum applicable to the Facility.
- (e) Inform the student of any specific requirements of the Facility for acceptance, uniform requirements if applicable and the necessity to conform to the standards, practices, policies and procedures of the Facility.
- (f) Require students to complete training on the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164 (collectively, the "Regulations") to the extent such laws and regulations apply during the term hereof. University shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations.
- (g) Require each student to carry a current medical insurance policy and be certified in CPR and first aid (first aid is required for OT, PT and SLP programs, BLS/CPR for Healthcare is required for PA Program) by the American Heart Association, and complete mandatory training in blood borne pathogens (OSHA).
- (h) Obtain and maintain evidence that each student is in good general health, as determined by a physical examination, and that s/he is free from a health impairment, which is of potential risk to a patient or which might interfere with the performance of his/her duties, or any other condition which would interfere with ability to satisfy the requirement(s) of this Agreement and/or potentially create a risk to the health and safety of the Facility, its patients, staff, visitors, and other Affiliates and the student, him/herself.
- (i) Obtain and maintain evidence that each student has received (i) vaccination for measles, mumps and Rubella (MMR) or evidence of immunity through screening blood test and documentation of serologic evidence of immunity; (ii) Hepatitis B series vaccination or written declination, (iii) negative tuberculosis skin or blood testing (chest x-ray where indicated) established prior to clinical placement with annual renewal thereafter via self-assessed questionnaire; (iv) vaccination for Varicella or evidence of immunity screening blood test and documentation of serologic evidence of immunity; (v) Tdap vaccine, (vi) flu shot, and (vii) Texas campus - bacterial meningitis according to the Texas Higher Education Coordinating Board.
- (j) Post-professional OT and PT students must maintain a current license to practice in the state in which the residency is occurring. Nursing students must maintain a current unrestricted registered nurse (RN) license to practice nursing in the state in which the practicum is occurring.

- (k) Obtain and maintain evidence that each student has received a (i) fingerprint report; (ii) background check; and (iii) drug screen.
- (l) The University reserves the right to remove students from the affiliation when the learning experience does not meet the objectives of the University or if appropriate supervision and mentorship is not provided.

## **2. Duties of the Facility**

- (a) Maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the affiliation.
- (b) Designate an individual who will be responsible for the coordination of services with the University, assisting in maintaining contracts and providing student orientation. Orientation shall include but is not limited to addressing appropriate facility/site specific security and safety measures.
- (c) Designate an individual who is the primary mentor to the student and is responsible for evaluation of student performance and planning clinical experiences. This clinical supervisor shall have at least one year of clinical experience in the area to be supervised. The student will work under the immediate and direct supervision of this individual.
  - Nursing preceptors will have a minimum of a master's degree and one year's experience.
- (d) Students may be assigned to more than one clinical supervisor/preceptor/educator. The facility is responsible for continuity and effective communication between the supervising clinicians to assure an appropriate learning environment and student performance evaluation.
  - Nursing: Designate or approve an individual who is the primary preceptor to the student and is responsible for planning practicum experiences and evaluation of student performance along with the practicum course faculty. This preceptor shall have a minimum of a master's degree and at least one year of specialty experience in the specialty area of the student (e.g., a preceptor serving as a preceptor for a nurse executive student must have at least one year of experience as a nurse executive). The student will work under the supervision of the preceptor.
- (e) Make available to the students the space, facilities, equipment and supplies necessary for rendering Facility directed patient care and treatment, including appropriate PPE as required by the facility and/or by state and federal guidelines.
- (f) Assist students with obtaining emergency medical care if they become ill or injured during their clinical affiliation, if medically appropriate and necessary. The student shall arrange for medical care beyond that of emergency nature. The student shall be responsible for the cost of emergency care and for the cost of any additional medical care beyond that.
- (g) Advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the internship.
- (h) Reserves the right to terminate students from the affiliation who do not comply with the Facility rules and regulations, policies and procedures or who endanger patient health, welfare or safety.
- (i) Will provide the University with a written description of the objectives and the experience being

offered. For post-professional students, these objectives are developed by mutual efforts of the facility, the University and the student.

- (j) Permit the student to participate in patient care services to the extent of their skill and training.
- (k) Will assure that equitable practices will be evident when assessing and evaluating student performance.

### **3. Mutual Duties of the University and the Facility**

- (a) Establish the educational objectives for the fieldwork/clinical experience/clinical practicum experience and continually evaluate the effectiveness of the fieldwork/clinical experience/clinical practicum.
- (b) Agree that there shall be no unlawful discrimination concerning the affiliation based upon race, color, ancestry, religion, gender, sexual orientation, age, disability, or veteran status.
- (c) A dispute involving the discipline of a student while participating in a clinical experience shall be jointly addressed by the University clinical education faculty member, clinical supervisor/preceptor and student. The University Catalog/Handbook and Clinical or Fieldwork Education Handbook shall be used as the standard for policies and procedures for any unresolved disputes.
- (d) Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks, or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party and will cease all such usage immediately upon termination of this Agreement.
- (e) No failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- (f) Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (g) Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorney fees and costs of defense) to any person or property arising from the performance of the terms and responsibilities under this Agreement caused by the negligent act or omission of the indemnifying party, its agents or employees. Nothing herein is intended or shall be construed to waive the Facility's entitlement to sovereign immunity, if applicable.
- (h) If either the University or the Facility becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the alleged person, place and circumstances of the alleged incident and addresses of the available witnesses.
- (i) Students assigned to the Facility shall not be considered employees of the Facility.

- (j) The parties in this Agreement are independent contractors and agree and stipulate that this Agreement in no way creates a partnership, joint venture, employment or agency relationship between the parties.
- (k) This Agreement may not be assigned by either party without the express written consent of the other.
- (l) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed and enforced under and in accordance with the laws of the State.
- (m) Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested.
- (n) The University provides continuing education opportunities to affiliated sites and employees who provide supervisor for students. The clinical site and employees warrant that payments and other things of value provided by the University under his Agreement will be used for the professional benefit of the site or employee and not for the personal benefit of any individual who might influence the awarding of clinical positions for USAHS students.

#### 4. **Insurance**

University and Facility shall always each secure and maintain during the Term of this Agreement, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by University and Facility may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee
Commercial General Liability	\$1,000,000/\$2,000,000
Business Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage
Professional Liability:	\$1,000,000/\$3,000,000

Both University and Facility agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

#### 5. **Renewal, Termination and Modification**

- a. This term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Effective Date ("Initial Term") unless earlier terminated in accordance with this Agreement or prohibited by state regulation. This Agreement will auto-renew at the end of the Initial Term, and each term thereafter, for additional five-year periods (each a "Renewal Term," and together

- b. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall have been reduced to writing and signed by both parties.
- c. This Agreement may be terminated at any time by either party after ninety (90) days' notice of termination is served by one party on the other by US Mail, postage prepaid, Certified Mail, and Return Receipt Requested. Any notice of termination shall not affect the right of students then participating in the clinical program to complete their program.

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\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands and sealed the date and year first above written.

**AS TO THE UNIVERSITY:**

By: \_\_\_\_\_

Brian Goldstein, Ph.D.  
President and Chief Academic Officer (CAO)  
**University of St. Augustine for Health Sciences**

Execution Date:  
  
\_\_\_\_\_

**AS TO THE FACILITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Execution Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Execution Date:

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# K12 LICENSE and SUPPORT AGREEMENT

This K12 License and Support Agreement ("Agreement") is made between K12 Solutions Group LLC., a Georgia corporation located at 135 Bolton Drive, Commerce, GA 30529 ("Company") and Woodford County Public Schools, with offices located at 180 Frankfort Street Versailles, KY 40383 ("Licensee").

## RECITALS

- A. Company has developed certain proprietary software and as updated and revised by Company from time to time (the "K12 Products").
- B. Company provides certain services for the K12 Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "K12 Services");
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain K12 Products, and delivery of certain K12 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 K12 Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the K12 Products and the Documentation solely for its own internal use and for the purposes for which such K12 Products and Documentation were designed.
- 1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the K12 Products and K12 Services and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").
- 1.3 Reoccurring Annual Fees. Following the Initial Term, for each 12-month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed K12 Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed K12 Products and Services. Company shall give Licensee sixty (60) days notice, prior to any increase or decrease in the Reoccurring Annual Fees.

## 2.0 Ownership and Protection of K12 Products

- 2.1 Title: Ownership. Licensee acknowledges that the K12 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 K12 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 K12 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 K12 Products or the Documentation, or any portion thereof;
- 2.2.b identify or discover any source code of the K12 Products;
- 2.2.c distribute, sell or sublicense copies of the K12 Products or the Documentation or any portion thereof;
- 2.2.d create copies of the K12 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 K12 Products; or
- 2.2.e incorporate any portion of K12 Products into or with any other K12 Products or other products, or create any derivative works of the K12 Products or Documentation.

**2.3 Confidentiality.** Licensee agrees that the K12 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 K12 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.
- 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 Warranties**

**4.1 Warranties**

- 4.1.a Operational Warranty. Company warrants that, during the Initial Term (the "Warranty Period") commencing on the delivery date of the K12 Products to Licensee, the K12 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 K12 Products.
- 4.1.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 K12 Products, replace the K12 Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective K12 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.

- 4.1.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 K12 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 K12 FOR THE APPLICABLE K12 PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH K12 PRODUCTS.

## **6.0 Agreement Term and Termination**

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin 09/01/2025 ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2. Notwithstanding the foregoing, this Agreement will terminate absolutely and without further obligation on the part of the Licensee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed pursuant to OCGA § 20-2-506. This Agreement will automatically renew for additional one-year terms, unless the Licensee provides written notice to Company of its decision not to renew the Agreement sixty (60) days prior to the end of the calendar year.

- 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.**

6.3.a Upon any termination of this Agreement and/or the license to use any K12 Products, Licensee shall cease to use the K12 Products and shall return to Company the K12 Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the K12 Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the K12 Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. 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.

6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the District, Company warrants that the original and all copies of District information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the District or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.

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 General Terms and Conditions**

7.1 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.

7.2 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.

7.3 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.

- 7.4 **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.
- 7.5 **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.
- 7.6 **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.
- 7.7 **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.
- 7.8 **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 by Advocate for receipt of notices, or as may be provided by the parties.

K12 Solutions Group, LLC.  
Attn: Contracts Management

135 Bolton Drive  
Commerce, GA 30529

Woodford County Public Schools

180 Frankfort Street  
Versailles, KY 40383

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

- 7.9 **Applicable Law.** Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. 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>.
- 7.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not

disclose or share education records with any third party unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

- 7.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 7.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. To the extent authorized under Kentucky law the Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.
- 7.9.d. Upon termination of this Agreement, Company shall return and/or destroy all data or information that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any data or information received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all data or information received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 7.10 Export Rules. Licensee agrees that the K12 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 K12 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 K12 Products. All rights to use the K12 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 7.10.
- 7.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the K12 Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212.

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the K12 Products and Services with only those rights set forth herein.

- 7.12 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.

**IN WITNESS WHEREOF**, this K12 License and Support Agreement has been executed by the duly authorized representative of Company and Licensee.

K12 Solutions Group, LLC.

Woodford County Public Schools

By: *Brock J. Wilson*

By:

Name: Brock Wilson

Name:

Its: Chief Executive Officer

Its:

## Order and Pricing Schedule

Order and Pricing Schedule between K-12 Solutions Group and **Woodford County Public Schools, KY.**

Description	Term Start	Quantity	Fee Type	Unit Price	Total
	Date				
SpotLight Setup & Training	9/1/2025	1	One-time	\$1,500.00	\$1,500.00
<b>One-time Total</b>					<b>\$1,500.00</b>

Description	Service	Quantity	Fee Type	Unit Price	Total
	Start Date				
SpotLight Annual License	9/1/2025	4,100	Recurring	\$1.00	\$4,100.00
SpotLight Support	9/1/2025	1	Recurring	\$300.00	\$300.00
<b>Annual Recurring Total</b>					<b>\$4,400.00</b>

**Woodford County Public Schools, KY**

By:

Name:

Its:

Date: