

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #: VII E DATE:** October 27, 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: PostBase Vision S3 Package Renewal (Tri-State Mailing Systems); Graduation Rentals (Goff Tents & Events); Droplet Contract Renewal; MOU (University of Cumberlands); MOU (Cultivate Behavioral Health).

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Lori Jones*



FP Mailing Solutions  
140 N. Mitchell Ct, Ste 200  
Addison, IL 60101-5629  
Tel: (800) 341-6052  
www.fp-usa.com

## Customer Agreement

### CUSTOMER INFORMATION

<b>Billing Address</b>	
Customer: WOODFORD CO. BOARD OF EDUCATION	
Department:	
Street: 330 PISGAH PIKE	
City: VERSAILLES	County: WOODFORD
State: KY	Zip: 403-83-9214
Tel: 859-879-4600	Fax: 859-873-4436
E-mail: SAMANTHA.VERTREES@WOODFORD.KYSCHOOLS.US	
Contact Name: SAMANTHA VERTREES	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

<b>Shipping &amp; Installation Address (if different than Billing)</b>	
Customer: WOODFORD CO. MIDDLE SCHOOL	
Department:	
Street: 100 SCHOOL HOUSE RD.	
City: VERSAILLES	County: WOODFORD
State: KY	Zip: 40383-9551
Tel: 859-879-4600	Fax: 859-873-4436
E-mail: SAMANTHA.VERTREES@WOODFORD.KYSCHOOLS.US	
Contact Name: SAMANTHA VERTREES	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

### RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	PVS3A	PostBase Vision S3 Package	Included	<input type="checkbox"/> Electronic Billing
1	PMANSEAL	Manual Sealer	Included	<input checked="" type="checkbox"/> Paper Billing (Default)
1	PVCOLORBG (Satin Steel)	PostBase Vision Color	Included	Rental Billing Frequency (select one)
1	UNL	Unlimited Resets	Included	<input type="checkbox"/> Annual Billing
1	RGPOST	PostBase RateGuard	Included	<input type="checkbox"/> Semi-Annual Billing
				<input checked="" type="checkbox"/> Quarterly Billing (Default)
				<input checked="" type="checkbox"/> Tax-Exempt Certificate required for processing. Resale Certificates not applicable.
Term of Contract: 36 months*		Total Monthly Payment	\$ 47.00	

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at [www.fp-usa.com/terms-conditions](http://www.fp-usa.com/terms-conditions) are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) \* 36 Month Initial Term will apply unless otherwise indicated above.

### CUSTOMER ACCEPTANCE (please complete all fields)

<b>Customer Acceptance of Terms</b>		<b>Dealer Information</b>	
Print Name of Authorized Representative: X		Selling Dealer Name: TRI-STATE MAILING SYSTEMS, INC.	Dealer #: 167-0
Tel: 859-879-4600		Address: 3216 ALVEY PARK DR E., OWENSBORO, KY 42303	
Tax ID: 61-6001372	State: KY	Tel: 270-683-9249	Fax: 270-684-8535
Authorized Signature: X		Sales Representative Name: JIM HENRY	
Date: X		Servicing Dealer Name: TRI-STATE MAILING SYSTEMS, INC.	Svc. Dealer #: 167-0

### DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input type="checkbox"/> Upgrade / Model Change	<input type="checkbox"/> Major Account:	Package Code: PVS3A
<input checked="" type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	Select One:
<input type="checkbox"/> Coterminous Add-On:	Master Billing Acct. No.:	<input checked="" type="checkbox"/> TVP (Default) <input type="checkbox"/> RPP
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
Existing Account No.: 500038617		<input type="checkbox"/> USPS® Location: (CPU Letter Attached)



152 Commerce Drive  
Nicholasville, KY 40356  
www.Gofftents.com  
859-887-5272 Phone  
859-887-4232 Fax

**Status: Quote**

Quote #: q122724-1

Event Beg: Fri 5/29/2026 12:00AM

Event End: Mon 6/ 1/2026 12:00AM

Operator: LAURA MCHUGH

Customer #: 11734

Woodford County High School

Phone 859-879-4630

180 Frankfort St  
VERSAILLES, KY 40383

Ordered By: TRACY

Sales Rep: Laura McHugh Lauram@gofftents.com

**Delivery Thu 5/28/2026**

TRACY PROBST  
FALLING SPRINGS CENTER  
275 BEASLEY RD  
VERSAILLES, KY 40383  
ON THE FOOTBALL FIELD

**Pickup Mon 6/ 1/2026**

TRACY PROBST  
FALLING SPRINGS CENTER  
275 BEASLEY RD  
VERSAILLES, KY 40383

Tracy Probst 859-619-1041  
Scott Ellis 502-517-1225

10AM SATURDAY MAY 30TH GRADUATION CEREMONY -- REQUEST RENTAL THROUGH SUNDAY (RAIN OPTION)

Qty	Items Rented	Each	Status	Event End Date	Price
590	CHAIR WHITE GARDEN	\$3.50	Rental	Mon 6/ 1/2026	\$2,065.00
	Price does not include set up or break down.				
1	STAGE KEY	\$0.00	Rental	Mon 6/ 1/2026	\$0.00
	STAGE KEYS NOT RETURNED WILL BE CHARGED \$25/PER				
9	13 FOOT SKIRTING	\$18.00	Rental	Mon 6/ 1/2026	\$162.00
	FRONT & BOTH SIDES				
50	STAGE DECK 4X4	\$45.00	Rental	Mon 6/ 1/2026	\$2,250.00
	20X40 2'LEGS				
1	STAGE STEP W HANDRAIL	\$25.00	Rental	Mon 6/ 1/2026	\$25.00
2	RAMP	\$75.00	Rental	Mon 6/ 1/2026	\$150.00
Qty	Items Sold	Each	Status		Price
590	BREAK DOWN CHAIRS	\$0.75	Retail		\$442.50
1	Delivery/Pickup	\$100.00	Delivery		\$100.00
	Standard delivery by end of day between the hours of 8am and 6pm. Specific delivery and pick up times may result in additional fees, please contact your sales associate.				
1	FUEL SURCHARGE	\$25.00	Retail		\$25.00
1	LABOR	\$697.80	Retail		\$697.80

**Quote valid for 30 days.**

**Quote**

This is a Quote Only

**Signature:****Woodford County High School**

<b>Rental:</b>	<b>\$4,652.00</b>
<b>Damage Waiver:</b>	<b>\$465.20</b>
<b>Sales:</b>	<b>\$1,165.30</b>
<b>Delivery Charge:</b>	<b>\$100.00</b>
<b>Subtotal:</b>	<b>\$6,382.50</b>
<b>Total:</b>	<b>\$6,382.50</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$6,382.50</b>



For good and valuable consideration, you and Goff Tents, Inc., a Kentucky corporation, dba "Goff Tents & Events" (also referred to in this Contract as "GTI," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means your reservation or order (even if more than one page); "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section for "[§] 3 of this Contract"); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," and "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1 (and as applicable, each and every permitted borrower, sublessee, successor and/or assign of such Lessee per § 6).
2. You agree to rent from GTI the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent") and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all injuries and property damage, for the entire Term and until all Rented Item(s) is/are returned to and accepted by GTI in the return condition required under this Contract (including § 9). Unless otherwise specifically agreed by GTI, all rental rates are for normal use of the Rented Item(s) on a single-event basis and otherwise in accordance with the terms of this Contract. Additional Rent at our maximum periodic rate will be due for overuse and late returns. No reduction of Rent will be made for severe weather, time in transit, *force majeure* events or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing per § 16, you: (i) will pay us: (A) the Estimated Rent, together with any retainer specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.
3. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and understand all laws, rules, regulations, training, manuals, instructions, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith (including cleaning and ventilation requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner (s) of the Site, and ensure that all underground conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (call 811 or 800-752-6007 and go to [www.Kentucky811.org](http://www.Kentucky811.org)); (vi) will immediately cease using any Item that is contaminated, damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract.
4. In the event of a Malfunction as defined in § 3, you agree to immediately notify and return the Malfunctioning Item to, GTI, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).
5. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless GTI. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).
6. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), GTI owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; or (b) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. If we consent to any of the same, you will: (i) remain primarily responsible for the prompt payment and performance of all obligations of the Lessee arising under this Contract; and (ii) continue to ensure that each end-user of the Rented Item(s) fully and timely complies with each and every term of this Contract at all times. If we assign or transfer this Contract or any Item(s), you will attorn to the recipient, who will not be responsible for our pre-existing obligations or liabilities.
7. **SAFETY WARNINGS AND PRECAUTIONS:** THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) by properly trained, qualified, certified, FAMILIARIZED and/or licensed (as applicable) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. Accordingly, you will not, nor will you permit anyone else to use any Rented Item while under the influence of any intoxicant (s) (including without limitation, cannabis and alcohol) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item. IMPORTANT: Chairs typically have a capacity limit of **250 lbs. DO NOT ALLOW ANY PERSON WHO WEIGHS MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY GTI.** You also agree to: (a) ensure that all children in, on or near any Rented Item(s) are supervised by a competent adult at all times; and (b) evacuate, and permit GTI to delay delivery, installation and/or use of, or dismantle and/or retrieve any Rented Item(s), without obligating GTI to do so, if any hazard (including without limitation, severe weather and/or contamination) occurs or threatens. You shall not expose any Rented Item(s) to any flammable, explosive, harmful, hazardous or illegal substance(s) or circumstance(s).
8. **no warranties:** ALL ITEM(S) REFERENCED HEREIN ARE PROVIDED "**AS-IS**". NEITHER GTI NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS OR CONTAMINATION, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(ies) arising FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) referenced in this contract, NOR DOES GTI OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY GTI OR ANY TPO. **THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**
9. You agree to protect, properly clean, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, cleaning, refueling and/or, if applicable, the full new replacement cost of the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**
10. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) **ASSUME ALL RISKS**, INCLUDING WITHOUT LIMITATION, all RISK(S) OF PERSONAL and bodily INJURY, illness, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, the ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING from and/or IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, fueling, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, CLEANING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL thereof, WHETHER OR NOT YOUR FAULT (collectively, "risks"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, GTI, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, sublessees, successors and/or assigns; and except only as provided in § 4, (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.
11. You agree to maintain all insurance required under applicable law, as well as any and all other policy(ies) of insurance GTI may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; and (c) workers' compensation insurance. Such policies shall, whenever possible: (A) name Goff Tents, Inc. as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include such other provisions (including deductibles) as GTI may require. You irrevocably appoint GTI as your agent and attorney-in-fact for purposes of submitting and negotiating claims on all of the above referenced policies.
12. If and only if, we have offered, and you have paid for our Optional Limited Damage Waiver ("LDW") (set forth on P.1, if available) in advance of the Term, you will have no liability to us for repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) intentional damage as well as all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your Breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide, and agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use and other taxes, tolls, assessments, fines, fees and other charges related to the Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover our associated attorneys' fees, costs and expenses from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.
14. This Contract shall be: (a) governed by, interpreted and enforced under the laws of Kentucky; and (b) bind and be enforceable by and against you, Goff Tents, Inc., the other



Indemnities and their respective insurers, subrogees, successors and permitted assigns (there being no other third-party beneficiaries hereto). Any and all dispute(s) arising under and/or in connection with this Contract and/or its subject matter shall, at GTI's option, be submitted to binding arbitration before a single arbitrator selected by GTI at the offices of the American Arbitration Association located in or nearest to Lexington, KY. Such arbitrator(s) decision(s) shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Nicholasville, KY (unless waived by GTI). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. This Contract, and any "Addenda" we may provide, each of which is incorporated herein, constitute(s) the entire agreement between you and Goff Tents, Inc., superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). Digital, electronic, photocopied and facsimiled signatures and initials on this Contract and/or any Addenda will be deemed originals.

15. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.

16. Cancellation Policy: To confirm your reservation, we require a 50% non-refundable rental retainer and a signed Contract. If you cancel or reduce your Rental 30 days or less prior to their scheduled Commencement Date(s), you will be responsible for all Estimated Rent and other charges due hereunder, together with all applicable credit card processing fees and surcharges. In the event that an order must be rescheduled for any reason the cancellation policy will be retroactive to the original contract date and is subject to any additional fees or price increases.

17. WARNING: A person is guilty of theft of services when the person intentionally obtains services by deception, threat, false token or other means to avoid payment for the services which he knows are available only for compensation. Doing so may result in CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION. See KRS § 514.060, *et seq.* and its/their successor provision(s) for details.



# Contract Proposal

# 493

Please review the proposal below and sign at the bottom to accept it. Thank you!

## PREPARED BY

Jason Elder

jason@droplet.io

2701 N. Thanksgiving Way

Lehi, UT 84043

## PREPARED FOR

Josh Rayburn

josh.rayburn@woodford.kyschools.us

Woodford County Schools

**Effective Dates:** 12/02/2025 — 12/01/2028 (36 months)

**Proposal Expires:** 10/31/2025

## PRODUCTS

### Droplet Base - Unlimited

**\$105,000.00**

Keeping them on the Legacy Plan and they billing will be done annually. This price includes retaining access to all the current features currently be utilized. (Unlimited Forms, DropletSign, Google Sheets Integration, and White Listing Emails )

**\$105,000.00**

## PAYMENTS

### Payment Due

**01/01/2026**

### PO Number

Add the PO Number, if known.

## RENEWAL

**\$35,000.00**

## AUTO-RENEWAL

The products identified as recurring or usage-based in this contract shall automatically renew on the anniversary date of its commencement, extending the term for an additional **12 month(s)**. If the customer wishes to cancel the contract, they must do so by providing written notice at least **30 day(s)** before the end of the current term.

## STANDARD TERMS

Please review this proposal, its payment terms, and the attachments below carefully. When you click "ACCEPT" at the bottom of this proposal, you expressly agree that:

- You have reviewed this proposal in detail and are doing so on behalf of the customer or organization named above.
- You have reviewed, in full, the attachments in this proposal; and based on that review, you agree to be bound by the terms contained therein and this proposal for the services Droplet will provide to you.
- Your acceptance of this proposal, documented by clicking "ACCEPT" below, constitutes your valid and binding signature and consent, given on behalf of the customer or organization named above.

### SaaS Terms of Service

(<https://api.droplet.io/v1/assets/drplt-f-p-203705-ye49M0-5D8wqW0z2mi83z5OBX2AUmZMJZl.pdf>)

### Droplet W-9

(<https://api.droplet.io/v1/assets/drplt-f-p-203705-ye49M0-lyyw7IN3vPTjN8rY3PVLUGylvQ49.pdf>)

### KY Amended Terms of Service.pdf

Option to upload custom files

☐ I am authorized to sign. ☐ Someone else is authorized to sign.

Press CTRL+P (On a Windows Machine) or CMD+P (On a Mac) to Preview/Print a Copy of this form.



# SaaS Terms of Service

Subject to these SAAS TERMS OF SERVICE (this “*Agreement*”), Droplet Solutions, Inc., a Delaware corporation (“*Company*”, “*us*”, or “*we*”), will provide to you (“*Client*” or “*you*”) the services, add-ons, and subscription set forth in the contract proposal, statement of work, or online proposal process (as applicable, the “*Proposal*”) delivered by the Company or its authorized sales representative (our “*Services*”).

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS THE SERVICES OR COMPLETE YOUR ORDER AND SUBSCRIPTION PROCESS WITH THE COMPANY. BY CLICKING “ACCEPT” IN YOUR ONLINE PROPOSAL, YOU ARE AGREEING TO THE TERMS AND CONDITIONS BELOW.**

## 1. ACCESS TO THE SERVICES.

**1.1 Provision of Access.** The Services are provided by the Company to you as a cloud-based ‘*software-as-a-service*’ subscription, meaning that Client does not have (and will not generally receive) a license to download any aspect of the Services, except as expressly described in this Agreement. Subject to the terms and conditions of this Agreement, the Company hereby grants to Client, during the Services Period, a non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services, solely for use by Client and its Authorized Users (defined below). With respect to any Services that the Company chooses to provide through distribution of software that Client and its Authorized Users are required to download on their personal devices (such as computers or smartphones), the Company hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and revocable license to use such downloadable Services during the Services Period, conditioned on Client’s and its Authorized Users’ compliance with this Agreement.

For purposes of this Agreement, “*Authorized Users*” may include any of the following personnel who are authorized by Client to access the Services under the rights granted to Client pursuant to this Agreement: Client’s employees, staff, administrative team members, and personnel who are involved in HR, workflow management, or administrative processes supported by the Services.

**1.2 Availability.** During the Services Period, the Services will be generally available to Client and Authorized Users twenty-four (24) hours per day, seven (7) days per week, except during the following circumstances: (i) scheduled downtime for routine or other maintenance, which the Company will communicate to Client in advance; (ii) during any Services Freeze (described in Section 1.5); and (iii) during unforeseen Services disruptions that may reduce access uptime.

**1.3 Support Services.** Subject to any separate service level agreement between you and the Company, our Services include the following support services (the “*Support Services*”): (i) the Company will use commercially reasonable efforts during the Services Period to maintain the Services in a manner which minimizes material errors, defects, and interruptions to End Users and Client; (ii) the Company will provide reasonable assistance to Client and its Authorized Users in diagnosing and correcting errors and malfunctions of the Services; and (iii) the Company will maintain reasonable call, online chat, or email support staff during regular business hours to service requests, configuration or access errors, and other inquiries.

**1.4 Use Restrictions.** Client may use the Services only for Client’s and its Authorized Users’ internal business purposes and not for any commercialization by Client outside of the terms of this Agreement. In particular, you may not resell our Services to which you have access by means of this Agreement. In addition, Client will not, directly or indirectly, and will not permit any Authorized User to: (i) reverse

engineer, decompile, copy, mirror, disassemble, or otherwise attempt to discover or reproduce the source code, object code, documents, analysis, or underlying structure, features, or algorithms relevant to the Services; (ii) modify or create derivative works based on the Services or the tools and platforms we implement; (iii) build or create applications, programs, or services that are competitive with the Services or our online platforms; (iv) use the Services beyond any usage or access limitations set forth in this Agreement or the Proposal; or (v) use the Services in any manner that infringes or violates the intellectual property right or other right of any person, or otherwise violates applicable law.

**1.5 Monitoring; Services Freeze.** So long as the Company does not materially decrease the functionality of Services during the Services Period, the Company retains sole control over the operation, maintenance, provision, monitoring, and performance of the Services. In connection with the Company's monitoring activities set out in this Section, the Company may temporarily suspend all or any portion of Client's access to the Services (a "**Services Freeze**") if any of the following occur: (i) the Company reasonably determines that there is a threat or attack on any of the Services or the Company's intellectual property rights; (ii) Client's access to the Services disrupts or poses a security risk to the Company or any other customer of the Company; or (iii) Client breaches the terms of this Agreement (including failure to pay Service Fees). The Company agrees to use commercially reasonable efforts to provide advance written notice of any Services Freeze to Client and to provide updates regarding resumption of access to the Services following any Services Freeze. However, the Company will have no liability for Losses (defined below) that Client may incur as a result of a Service Suspension if such Losses are a result of actions or omissions taken by Client, or any Authorized Users in breach of this Agreement.

## **2. CLIENT RESPONSIBILITIES.**

**2.1 Client Account.** After completing the Proposal process, you and your Authorized Users will have access to the Services through the Company's online platforms and solutions, doing so through an administrative account and log-in credentials (the "**Client Account**"). Although the Company can assist with lost access information, Client is solely responsible for maintaining, retaining, and keeping confidential the Client Account information, including username and password (as well as security preferences selected by you on your account). If you lose access to or information concerning the Client Account, please contact the Company or your designated account representative for assistance.

**2.2 Responsibility for Authorized Users.** Client is responsible and liable for all uses of the Services resulting from access provided by Client to its Authorized Users, regardless of whether such access or use is permitted by or in violation of this Agreement. For avoidance of doubt, Client is responsible for all acts and omissions of Authorized Users that may infringe this Agreement. Client is responsible for making its Authorized Users aware of this Agreement's provisions to the extent the provisions apply to the Authorized Users access to the Services.

**2.3 Equipment Responsibilities.** Except with respect to technology configurations prepared by the Company in accordance with the Proposal (if any), Client is responsible for obtaining, maintaining, correcting, and securing the privacy of any equipment, computers, mobile phones, and other devices or hardware needed to connect to, access, or otherwise use the Services (collectively, "**Equipment**").

**2.4 Sharing of Client Data.** During the course of the Services, Client and Authorized Users may choose to voluntarily share and upload certain information, documents, or data to the Company and the Services to enjoy the full functionality of the Services and the solutions the Company offers for paperless workflows. For example, this data may include business emails or disclosures, hard-copy documents that will be uploaded to create online workstreams and processes, employment information of Client's staff, internal company data and trade secrets, or other operational data and documents relating to Client and Authorized Users, among other similar information (collectively, "**Client Data**"). The Company

acknowledges that, as between the Company and Client, Client and its Authorized Users (for their Personal Data, as defined below) own all right, title, and interest, including all intellectual property and data privacy rights, in and to the Client Data. For purposes of the Services, Client grants the Company a limited right and license to use and hold Client Data to the extent necessary for the Company to perform and support the Services. If any Client Data must be or is voluntarily shared by Client in connection with the Services, Client shall be solely responsible for lawfully collecting and establishing the legal basis for sharing with the Company all Client Data (including, without limitation, Personal Data included therein).

### **3. CONFIDENTIALITY; OWNERSHIP RIGHTS; DATA PRIVACY.**

**3.1 Confidentiality of Information.** Each party receiving information under this Agreement (the “*Receiving Party*”) understands that the party disclosing the information (the “*Disclosing Party*”) has disclosed as of the Effective Date (defined below) or may disclose confidential and non-public technical, proprietary, operational, or financial information relating to the Disclosing Party’s business, internal staff and personnel, clients and vendors, and services and products (collectively, the “*Confidential Information*”). For purposes of this Agreement, (i) Confidential Information of the Company includes non-public or proprietary information regarding features, functionality, and performance of the Services and its underlying systems; and (ii) Confidential Information of Client includes Client Data. Confidential Information of the Parties does not include information that, at the time of disclosure is: (A) in the public domain without breach of the terms of this Agreement; (B) known to the Receiving Party at the time of disclosure without breach of the terms of this Agreement; (C) rightfully obtained by the Receiving Party on a non-confidential basis; or (D) independently developed by the Receiving Party without breach of the terms of this Agreement.

(i) In connection with receipt of any Confidential Information, the Receiving Party acknowledges and agrees during the Services Period and any Renewal Period, and for so long as the Disclosing Party retains Confidential Information after its required destruction or return under this Section: (A) to take commercially reasonable precautions to protect the confidentiality and secure nature of all Confidential Information of the Disclosing Party; (B) not to use or divulge to any third person any such Confidential Information, except as permitted under the terms of this Agreement; and (C) to restrict disclosure to the Receiving Party’s employees, representatives, officers, staff, service providers, or other agents who have a reasonable need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement.

(ii) If the Receiving Party is required to disclose any Confidential Information in a judicial or other formal proceeding (including for audits from administrative parties), the Receiving Party will exercise best efforts to give the Disclosing Party advance notice before disclosing the Confidential Information in any proceeding and, to the extent permitted by applicable law, will seek to limit disclosures in the proceeding to the Confidential Information that is strictly necessary for the proceeding.

(iii) On the expiration or termination of this Agreement or upon the Disclosing Party’s earlier request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. The Company also retains the right to delete Client Data in accordance with Section 3.4 below.

**3.2 Ownership Rights.** The Company retains all rights not expressly granted to Client in this Agreement. In particular, the Company shall own and retain all right, title, and interest in and to: (i) the



Services, all improvements, enhancements, or modifications thereto; (ii) any software, applications, inventions, features, or other technology developed in connection with the Services; (iii) any suggestions or feedback provided to the Company by Client; and (iv) all intellectual property or other applicable rights related to any of the foregoing.

**3.3 Use of Aggregated Data.** The Company retains the right to collect and analyze data and information related to Client's, and the Company's other customers', use of the Services so long as the Company uses the data in an aggregated and anonymized manner, as set out in this Section (the "**Aggregated Data**"). As between the Company and Client, all right, title, and interest in Aggregated Data—provided that it cannot identify Client, any Authorized User, or Client's Confidential Information—belong to and are retained solely by the Company for support, enhancement, and provision of the Services.

### **3.4 Processing of Personal Data.**

(i) **Company Obligations as Service Provider.** The Company agrees to collect and process Client Data (including Personal Data, as defined below) only as a service provider and processor acting on behalf of Client, who shall be the ultimate controller of all Client Data. This Agreement, absent a separate data processing agreement between the parties, will document Client's written instructions for processing of Client Data and Personal Data. The Company will not directly or indirectly sell any Client Data or retain, use, or disclose any Client Data for any reason other than for the purpose of providing the Services.

(ii) **Definition of Personal Data.** For purposes of this Agreement, "**Personal Data**" means all personal data and information that (A) is defined as "personal data" or "personal information" under applicable data protection or consumer privacy laws and (B) is provided by Client to the Company (directly or indirectly) for processing, use, or storage as a part of the Company's provision of the Services to Client and its Authorized Users.

(iii) **Security Measures.** The Company maintains industry standard technical and organizational measures to secure its systems and prevent unauthorized access to the Services and to protect Client Data (including Personal Data) against accidental loss, corruption, and Data Breaches (defined below). In the event of a Data Breach relating to Client Data, the Company will, consistent with and to the extent permitted by applicable law, notify Client of the Data Breach as soon as reasonably practicable, but no later than sixty (60) days, after the Company becomes aware of the Data Breach and implement an incident response plan. For purposes of this Agreement, a "**Data Breach**" means: (A) any unauthorized access to or disclosure of Client Data; and (B) any act or omission that materially compromises the security, confidentiality, or integrity of Client Data (including Personal Data) or the physical, technical, administrative, or organizational safeguards put in place by the Company with respect to the Client Data.

(iv) **Privacy and Risk Assessments.** The Company agrees to reasonably cooperate with Client in carrying out any privacy impact or risk assessment of the Services as is reasonable in light of the Personal Data that is being processed and as may be required under applicable data protection laws, so long as Client gives at least thirty (30) days prior written notice to Company of the assessment request.

(v) **Sub-processing and Subcontractors.** The Company will only subcontract or engage with subprocessors, subcontractors, and third-party service providers (each, a "**Subcontractor**") for the strict purpose of processing Client Data or Personal Data in furtherance of the Services. For example, the Company may, in its discretion, elect to engage with a third party payment processor to assist with gathering Service Fees under this Agreement.

(vi) **Data Retention and Removal.** In general, the Company will retain Client Data until the earlier of: (A) the termination of this Agreement or (B) the date on which processing is no longer necessary for the purposes of either party performing its obligations in relation to this Agreement (in accordance with applicable law).

However, in the event that any Service Fees are not timely paid by Client under this Agreement, the Company will consider Client's account and rights to access the Services under this Agreement either '*delinquent*', '*suspended*', or '*expired*', depending on the length of time the Service Fees are past due, as set forth in the table below. Once Client's access to the Services has been *suspended* for sixty (60) days (i.e., after 120 days of failure to make applicable Service Fee payments), Client's account and rights shall be deemed by the Company as *expired*. If Client's rights and account remains in an *expired* state for thirty (30) additional days (consistent with the table below), the Company is no longer required to retain and may, at its election, return to you or delete any of your data from the Company's platform that it holds in connection with providing the Services, including any Client Data or Personal Data. Additionally, you will not be allowed to access, download, or export any data created by the Company, or its applications or systems, in connection with the Services provided to you after the Company has complied with the past-due timelines set forth in this Section.

**Late Payment Timeline – Status of Client's access to the Services**

<b>Days past due on Service Fees</b>	<b>Status of Client's access rights</b>
30 days	<i>Delinquent</i>
60 days	<i>Suspended</i>
120 days	<i>Expired</i>
150 days	<i>Client Data may be deleted from Company systems.</i>

#### **4. SERVICE FEES & PAYMENT.**

**4.1 Implementation & Service Fees.** Client will pay the Company the one-time implementation fees and costs (collectively, "**Implementation Fees**") and the general access, professional service, and subscription fees for the Services (collectively, the "**Service Fees**") in accordance with the billing periods and payment schedule set forth in the Proposal. Any Service Fees for Renewal Periods will be set forth and agreed to in the Proposal (or a renewal thereof mutually agreed to by the parties).

**4.2 Changes to Service Fees.** To account for adjustments in the market and offering of the Services going forward, the Company reserves the right to annually increase the pricing of your Service Fees so long as the Company provides you with notice of the increase no later than sixty (60) days before the expiration of each successive year during the Services Period or the next Renewal Period.

**4.3 Late Fee.** Unpaid Implementation and Service Fees are subject to a late fee charge (a "**Late Fee**") equal to the lesser of: (i) the annual rate of 12%, compounded monthly on the delinquent payments or (ii) the maximum lawful amount, on any outstanding unpaid balance for all delinquent amounts, together with all expenses of collection (as outlined in Section 9.5). The failure to timely make payments under this Agreement and your Proposal may also result in (A) a Services Freeze under Section 1.5 or (B) termination of the Services and this Agreement as set out in Section 5.2 below.

**4.4 Taxes.** Given the variable treatment of SaaS and other technology services throughout the United States, Client will be responsible for all taxes associated with Services other than U.S. taxes based on the Company's net income.

**4.5 Fee Disputes.** If Client has any disputes, claims, or disagreements with respect to Implementation Fees, Service Fees, or Late Fees due and payable under this Agreement, you must promptly notify the Company within fifteen (15) days of your discovery of the dispute, claim, or disagreement. The Company will exercise reasonable efforts to investigate and, in the Company's discretion, assist you in resolving the payment dispute.

## **5. SERVICES PERIOD AND TERMINATION.**

**5.1 Services Period.** Subject to earlier termination as provided below, the Services period and term of this Agreement (the "***Services Period***") begins on the launch or effective date set forth in Client's Proposal (the "***Effective Date***") and continues for the monthly, annual, or multi-year subscription timeframe described therein. Your Services Period will only renew for successive periods (each, a "***Renewal Period***") if set forth and agreed to in the Proposal (or a later amendment or renewal thereof).

**5.2 Termination for Nonpayment.** In addition to any other express termination or suspension right set forth in this Agreement, the Company may terminate this Agreement, effective immediately on written notice to Client, if Client's account remains in an *expired* condition for more than thirty (30) days (consistent with Section 3.4(vi) above).

**5.3 Mutual Termination for Cause.** Each of Client and the Company (the "***Non-Breaching Party***") may terminate this Agreement, effective on written notice to the other party (the "***Breaching Party***"), if the Breaching Party materially breaches the terms of this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the Non-Breaching Party provides the Breaching Party with written notice of the alleged breach.

**5.4 Refund Procedure on Termination.** Except where this Agreement is terminated for cause by Client in accordance with Section 5.3 above, all orders and payments to the Company are final, nonrefundable, and non-creditable, once the Client has paid the Service Fees for the applicable Services Period or Renewal Period. If you are not satisfied with your Services or this Agreement, please email the Company (available at support@droplet.io), and a service or sales representative will assist you in processing any eligible refund request or payment dispute, if applicable, pursuant to the terms of this Agreement.

**5.5 Termination for Convenience by Client.** Client may terminate this Agreement at any time for any reason, effective upon thirty (30) days prior written notice to the Company. Termination under this Section 5.5 will not entitle Client to any refund, credit, or relief from payment obligations for the then-current Services Period or any Renewal Period, except as expressly set forth in Section 5.4 above.

## **6. LIMITED WARRANTY & DISCLAIMER.**

**6.1 Limited Warranty.** As of the Effective Date, the Company represents and warrants to Client that: (i) the Services will conform in all material respects with applicable laws; (ii) the Services do not infringe on or, to the knowledge of the Company, misappropriate the rights of any third party (intellectual, proprietary, or otherwise); and (iii) the Company owns (or has received necessary rights to use) the intellectual property and other rights necessary to provide the Services to Client.

**6.2 DISCLAIMER.** THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. THE COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS FROM USE OF THE SERVICES. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS ACCESSED" AND THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR



OTHERWISE. CLIENT EXPRESSLY AGREES THAT ITS USE OF THE SERVICES ARE AT CLIENT'S SOLE DISCRETION AND ELECTION.

## **7. LIMITATION OF LIABILITY.**

IN NO EVENT WILL THE COMPANY BE LIABLE PURSUANT TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS OR TRAINING DELAYS, DIMINUTION IN VALUE OR LOST BUSINESS, STAFF COMPLAINTS, OR LOST PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY NOT CAUSED BY THE COMPANY; OR (v) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR SUCH LOSSES WERE OTHERWISE FORESEEABLE TO THE PARTIES. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS AND SERVICE FEES PAID AND AMOUNTS AND FEES ACCRUED BUT NOT YET PAID TO THE COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LOSSES.

## **8. MISCELLANEOUS.**

**8.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**8.2 Assignment.** This Agreement is not assignable, transferable, or sublicensable by Client except with the Company's prior written consent, in light of the Services being offered and sold under terms unique to Client. The Company may transfer and assign, whether by operation of law, merger, direct assignment, or otherwise, any of its rights and obligations under this Agreement without consent of Client, so long as the assignment or change of control does not materially impact the rights of Client and its Authorized Users to continue to use the Services.

**8.3 Entire Agreement; Amendment.** This Agreement and policies of the Company incorporated herein are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the Services. All waivers, amendments, and modifications to this Agreement must be in writing and signed by both parties to be enforceable by the parties (except as expressly permitted hereunder, including with respect to Support Services changes described in Section 1.3).

**8.4 Governing Law.** This Agreement and the Services provided to Client are governed by the laws of the Commonwealth of Kentucky (without regard to its conflict of laws provisions), and Client agrees that any dispute shall be brought exclusively by the parties in the courts of competent jurisdiction located in Jefferson County, Kentucky, or in the United States District Court for the Western District of Kentucky. CLIENT EXPRESSLY WAIVES (i) ANY OBJECTION TO THE JURISDICTION OF SAID COURTS AND (ii), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT.

**8.5 Right to Fees (Limited).** If any Implementation Fees, Service Fees, Late Fees, or other amounts due and payable under this Agreement are referred by the Company to an attorney or third party debt collection agency for collection, Client agrees to be responsible for all collection costs, reasonable attorney's fees, court costs, and a collection fee as allowed by applicable law (including, without limitation, Utah Code § 12-1-11).

**8.6 Compliance with Laws.** Client and the Company shall materially comply with all applicable federal laws, regulations, and rules, that relate to their respective performance under this Agreement, including, without limitation, all export laws and applicable data privacy laws with respect to the Services.

**8.7 Updates to Online Agreement.** The Company may revise and update the online, linked version of this Agreement to implement changes and modifications from time to time in the Company's sole discretion. All changes and modifications are effective immediately when the Company posts them to the link under which this Agreement can be found; provided, however, the changes and modifications the Company implements will only serve to bind Client to the extent: (i) Client is notified of the changes; and (ii) Client either consents to the changes or, alternatively, continues to use the Services after receipt of the Company's notice. Any changes or modifications to this Agreement under this Section will not apply retroactively.

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** September 24, 2025

**TOPIC/TITLE:** Approval of the University of the Cumberlands Clinical Experiences Agreement

**PRESENTER:** Susan Tracy

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

**BACKGROUND INFORMATION:**

The Woodford County Public Schools will partner with Midway University and the University of Kentucky to place student teachers and pre-student teaching candidates into clinical experiences for the purpose of training educator candidates.

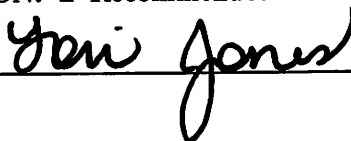
**SUMMARY OF MAJOR ELEMENTS:**

Seeking board approval of the clinical practice agreement between Woodford County Public Schools and the University of the Cumberlands.

**IMPACT ON RESOURCES:** NA

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

  
\_\_\_\_\_





## MEMORANDUM OF UNDERSTANDING UNIVERSITY OF THE CUMBERLANDS AGREEMENT WITH COOPERATING SCHOOL BOARD

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*This agreement made in Williamsburg, Kentucky this 24 day of September, 2025, between University of the Cumberlands and the Woodford County Board of Education. Hereinafter called the "University," and hereinafter called the "Board."*

### WITNESSETH:

1. The University, under the provision of KRS 161.042 and pursuant to Education Professional Standards Board (EPSB) regulations, is authorized to enter into cooperative agreements with the Board/ Public/Private School for the purpose of providing professional laboratory field and clinical and student teacher experiences for the education profession.
2. The University and the Board/Public/Private Schools accept the joint responsibility to train qualified teachers.
3. The University and the Board/Public/Private Schools agree that all arrangements in reference to this program shall be governed and consistent with policies of the University, as well as those of the Board/Public/Private Schools.
4. A "student teacher" is a teacher education candidate from University of the Cumberlands, having met all eligibility requirements set by the Education Preparation Provider (EPP) at University of the Cumberlands and the Commonwealth of Kentucky for student teaching, who participates in a clinical student teaching experience in a Public/Private School under the supervision of a cooperating teacher (KRS 161.042).
5. A "Cooperating Teacher" means a teacher holding a professional teaching certificate in the requested field and who is employed by the public or private school where the student teaching occurs. Cooperating Teachers contract with University of the Cumberlands to supervise a student teacher for the purposes of fulfilling the student teaching requirement set forth by the Education Professional Standards Board and required for program completion by the approved teacher preparation program (KRS 161.042).
6. As provided in KRS 161.042 (3), the student teachers placed in the Board/Public/Private Schools, shall agree to abide by all policies, rules and regulations of the University and the Board/Public/Private School. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University to inform all prospective student teachers of this provision and to secure agreement from the student teacher.
  - (a) It shall be the responsibility of the University to provide confidentiality training to all student teachers placed in the Board/Public/Private Schools pursuant to this

agreement; such training shall not be less than the confidentiality training provided to newly employed, certified employees in the Board/Public/Private Schools.

(b) Pursuant to KRS 161.042(4), all student teachers shall be subject to the state and national criminal records checks required of certified employees under the provisions of KRS 160.380. All student teachers shall make application for such criminal records check at cooperating Board/Public/Private/Schools and shall pay such fees as is required of certified hires. The University will require each student teacher to provide a clear FBI background check to the University and to the cooperating Board/Public/Private/School prior to student teaching.

7. The Board, through its administrative staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. Nothing in this agreement shall preclude the Board, working in collaboration with the University, from exercising its right to remove from its classrooms student teachers who, in the judgment of the Board/Public/Private Schools staff and in collaboration with the University, have an adverse influence on the welfare of pupils, detract from the total school program, or do not contribute to the advancement of the education profession. The University assumes the responsibility for attempting to place the student teacher in another school system if such is necessary or required. This student teacher agreement is not to be construed as a third party beneficiary contract for the benefit of any student teacher who may be an applicant for student teaching in the Board/Public/Private Schools.
8. The Board shall submit to the University upon request a list of properly qualified and certified teachers from within the Board/Public/Private Schools under whose direct supervision the student teacher will perform their duties of student teaching. In preparing the list, Cooperating Teachers who demonstrate the following should be selected:
  - Effective classroom management techniques that promote an environment conducive to learning;
  - Best practices for the delivery of instruction;
  - Mastery of the content knowledge or subject matter being taught;
  - Aptitude and ability to contribute to the mentoring and development of a preservice educator;
  - Usage of multiple forms of assessment to inform instruction; and
  - Creation of learning communities that value and build upon students' diverse backgrounds.
9. Cooperating Teachers shall have the responsibility to provide student teachers placed under their supervision with appropriate experiences outlined in information provided to Cooperating Teachers by University of the Cumberlands.
10. Cooperating Teachers will have met eligibility requirements as outlined in KRS 161.042. Cooperating (P-12 classroom) Teachers, according to 16 KAR 5.040, shall have:
  - A valid teaching certificate for each grade and subject taught;

- At least three (3) years of teaching experience as a certified teacher;
  - Training provided by the University and/or the Board/Public/Private Schools in:
    - the basic responsibilities of a cooperating teacher
    - best practice in supporting the student teacher
    - effective assessment of the student teacher
11. Cooperating Teachers shall have the responsibility to provide the student teacher placed under their supervision with proper experience and counsel in planning and presenting effective learning experiences for P-12 students. Cooperating Teachers shall submit formal evaluation documents to the University concerning the progress and accomplishments of the student teacher.
12. The University shall designate a representative to serve as a liaison between it and the Board/Public/Private Schools. That designee, as a representative of the University shall have access to all Board/Public/Private School staff and schools necessary to properly facilitate communication and relationships between the Board/Public/Private School staff as designated by the Superintendent, Building Administrator, Cooperating Teacher, Student Teacher and other educational personnel.
13. For direct supervision of the student teacher(s), Cooperating Teacher(s) will be compensated for each student teacher per semester or 14 week assignment. If a student teacher is assigned to more than one Cooperating Teacher in a semester, the amount paid to each teacher shall be prorated on the basis of the number of weeks the student teacher spends in each assignment.
14. Kentucky Cooperating Teachers who supervise University of the Cumberlands student teachers may be eligible for an additional compensation from the Commonwealth under KRS 161.042.
15. The University and the Board/Public/Private/School agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees on the basis of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.
16. No student shall be denied equal educational opportunities by the University because of his or her age, color, creed, handicap condition, marital status, national origin, race, sex, veteran status or political opinion or affiliation.



**It is mutually agreed by and between the parties that the period covered by this agreement is ongoing, and will automatically renew unless either party provides written notice of non-renewal.**

**In witness whereof, we the undersigned duly authorize representatives of the parties to this agreement have caused the Agreement to be executed as of the date first above written.**

**By: \_\_\_\_\_**  
**Superintendent / Board Chairperson**

**By: \_\_\_\_\_**  
**University of the Cumberlands, School of Education Dean**

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:**   October 212025  
**TOPIC/TITLE:**               MOU with Cultivate Behavioral Health  
**PRESENTER:**       Tracey Francis

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

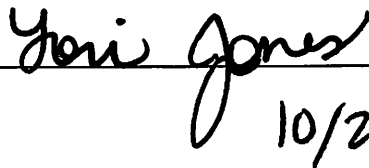
**BACKGROUND INFORMATION:**

MOU to allow Cultivate to come into the schools to work with children who need extra behavioral support. Provide a safe environment, space, and reasonable accommodations to allow the provision of services during the operational day and in the building(s). Comply with FERPA standards as appropriate to the setting. Provide a liaison for questions and concerns from providers.

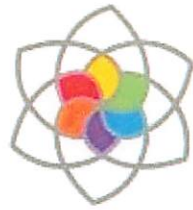
**SUMMARY OF MAJOR ELEMENTS:** See attached

**IMPACT ON RESOURCES:**     None  
**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

  
Yori Jones

10/22/25



# Cultivate

BEHAVIORAL HEALTH & EDUCATION

## Cultivate Behavioral Health and Education

### Memorandum of Understanding: Woodford County Public Schools School-Based Services 2025-2026

The Collaborative Service Agreement between the staff of Woodford County Public Schools and Cultivate Behavioral Health and Education will have the following components:

1. The goal is to facilitate the provision of Applied Behavior Analysis services for individuals under Woodford County Public Schools care for service with Cultivate Behavioral Health and Education.
2. Cultivate Behavioral Health and Education employees will provide intake and ongoing Applied Behavior Analysis services and consult and collaborate with staff to provide supports for our clients as needed.
3. Cultivate Behavioral Health and Education employees will be credentialed with their licensure boards and provide copies of licenses as requested.
4. Cultivate Behavioral Health and Education will ensure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of mental and behavioral health professionals.
5. Cultivate Behavioral Health and Education will provide a list of employees and/or other personnel and their role, who will be working in the facility and updated if changes are made during the term of the agreement.
6. Cultivate Behavioral Health and Education will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect checks.
7. Cultivate Behavioral Health and Education will only provide services to clients of Cultivate Behavioral Health and Education.
8. Cultivate Behavioral Health and Education will maintain confidentiality according to HIPAA
9. During the term of this agreement, Woodford County Public Schools agrees to:
  - Provide a safe environment, space, and reasonable accommodations to allow the provision of services during the operational day and in the building(s).
  - Comply with FERPA standards as appropriate to the setting.
  - Provide a liaison for questions and concerns from providers.
10. Woodford County Public Schools, in Versailles, KY is not responsible for payment for services provided by Cultivate Behavioral Health and Education.
11. The terms of this agreement are valid for one calendar year.
12. In the school setting, Cultivate Behavioral Health and Education staff will not engage in physical management (i.e. hold, transport). If physical management is required, Woodford County Public Schools employees will perform the intervention according to their crisis intervention plan.

Claire Prat, MCD, CCC-SLP, BCBA, KY LBA, COBA

Cultivate Behavioral Health and Education Name

*Claire Prat*

Cultivate Behavioral Health and Education Signature

10/17/25

Date

Agency Printed Name and Title

Agency Signature

Date