

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** VIII D **DATE:** April 27, 2026

**TOPIC/TITLE:** Approve Contracts

**PRESENTER:** Administrators

**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: Life Adventure Center (MOU); Agility Gymnastics (Facilities Rental Agreement); Lotus Percussion (Facilities Rental Agreement); Infinite Campus (User License Agreement); Woodford County Fiscal Court (Transportation Contract); Northridge Estates HOA (Facilities Rental Agreement).

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Yoni Jones*

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**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** April 16, 2026

**TOPIC/TITLE:** Life Adventure Center MOU 26-27

**PRESENTER:** Logan Culbertson

**ORIGIN:**

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

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

- DATE:
- ACTION:

**BACKGROUND INFORMATION:**

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

**SUMMARY OF MAJOR ELEMENTS:**

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

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Yau Jones*

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## MEMORANDUM OF UNDERSTANDING

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

TERM: This agreement shall be in effect as of date signed below and shall terminate at Midnight on June 30, 2027.

### WHEREAS:

- A. LAC possesses unique experience, expertise and resources with regard to the application of evidenced-based theories of experiential education, equine-assisted learning/psychotherapy, challenge course and other outdoor adventure-based activities. Furthermore, LAC has a unique history of providing supplemental therapeutic programming for underserved and disadvantaged individuals.
- B. SHA possesses unique experience, expertise and resources regarding students experiencing high Adverse Childhood Experiences (ACEs), difficult home situations, and/or individuals with behavioral/mental/emotional processing difficulties.
- C. Both parties wish to enter into a mutually beneficial partnership, leveraging each parties' unique capabilities in service to deserving youth hoping to overcome previous traumas, focus on positive coping skills, and work towards future success through career and college readiness.
- D. Specifically, both parties wish to jointly develop and operate a year-long, multi-contact resiliency adventure program for the 2026-2027 academic year, in partnership with existing community partners of both organizations.
- E. Both parties wish to provide the highest-quality experience for the students and seek to provide life-changing skills that empower the individual and equips them for future success.

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

1. LAC hereby agrees to:
  - a. Provide seven (7) months of programming, as briefly outlined in "Safe Harbor Academy Resiliency Adventure Programming 2026-2027 Academic Year Proposal," which is incorporated herein by reference.
  - b. Provide highly-trained, specialized staff to work in partnership with WCPS/SHA teachers, counselors, administrators, and other pertinent parties to ensure the learning objectives are achieved.
  - c. Aid in coordination of meals and logistics for each element of programming.

2. WCPS/SHA hereby agree to:
  - a. Identify, roster, and support up-to 32 students for this program.
  - b. Ensure at least one (1) WCPS staff member is embedded for every twelve (12) students.
  - c. Ensure proper support staff are on sight for the entirety of all programming.
  - d. Provide funding to cover the cost of the meals for students and any WCPS staff/volunteers.
  - e. Provide transportation to and from LAC when necessary.
  
3. Both parties agree to:
  - a. Collaborate on program design, elements, scheduling, and administrative functions that may be required to develop and deliver a high-quality, life-changing program for the targeted students.
  - b. Collaborate to secure funding for the pilot program, evaluate the success, and determine the future collaboration and possible expansion.
  - c. Ensure the safety, to the best of each organization's ability, of each student, volunteer, and staff member.
  - d. Communicate effectively and as needed with each representative, as determined by the organization, to ensure the program is held in highest standards of the industry and provides a quality experience to the student.
  - e. Ensure outlined objectives are met on schedule and adjust objectives accordingly as the program evolves.
  - f. Name each other as co-insured entities on their respective liability insurance policies, evidenced by a Certificate of Insurance and limits of no less than \$1,000,000 per occurrence - to be mutually exchanged, in writing, at the addresses above, as of the date written below or as soon as is practicable thereafter. Any insurance provided by WCPS/SHA shall apply on a primary basis and shall not require contribution from any insurance maintained by LAC. Any insurance or self-insurance maintained by WCPS/SHA shall be in excess of, and shall not contribute with the insurance provided by LAC.
  
  - g. Keep all participant records confidential and compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as well as industry best practices. IN WITNESS WHEREOF: The undersigned hereby represent their ability to legally obligate their respective parties and agree by affixing their signatures below on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Executive Director & Authorized  
Life Adventure Center

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

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** April 17, 2026

**TOPIC/TITLE:** Contract

**PRESENTER:** Dr. Josh Rayburn

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

**BACKGROUND INFORMATION:**

Board approves all contracts.

**SUMMARY OF MAJOR ELEMENTS:**

Approval for Facilities Rental Agreement  
Claire Osbourne - Agility Gymnastics

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Yori Jones*

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Agreement for Use of School Facilities

This Agreement, made and entered into this, the 13 day of April, 2020, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and CLAIKE OSBOURNE, Hereinafter referred to as Lessee;

## WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) WCHS Cafeteria together with the usual entrances and exits for the following dates and times: 5/15 4-9pm for the following purpose and no other: \_\_\_\_\_
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ 300 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$ \_\_\_\_\_. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative-nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

**Agreement for Use of School Facilities**

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the<sup>to</sup> leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

**Agreement for Use of School Facilities**

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

**Agreement for Use of School Facilities**

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

BY:   
Building Administrator

LESSOR:  
BY: \_\_\_\_\_  
For Woodford County Board of Education

LESSEE:  
BY: Claire Osbourne  
TITLE: \_\_\_\_\_

Rental fees shall be as follows (minimum charge of two hours):

*Fees represent reimbursements, not personnel hourly pay. Personnel will be paid at hourly rate. At the recommendation of the Superintendent, the board may waive fees for part or all of the agreement.*

Gymnasium/Cafeteria/Auditorium/Non-turf fields	\$60.00/hour
Classroom	\$45.00/hour
Specialty Classrooms (ex. CTE spaces/Library)	\$50.00/Hour
Custodian <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
Audio & Video Personnel <i>This is required if using school-owned technical equipment (sound, lighting, projector, or screen equipment) is requested by lessee. School equipment may only be used by lessee if A/V personnel is present. Larger events might require more than one personnel. Technology Director, or designee, approval required.</i>	\$30.00/hour/person
Turf Fields	\$80.00/hour
Field Lights	\$25.00/hour
Classroom/Library Utilities	\$45.00/hour
Gym, Auditorium, Cafeteria Utilities	\$60.00/hour
Other items not listed	Varies, as approved by the Superintendent or designee, listed on the agreement

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

**Agreement for Use of School Facilities**

**AED NOTICE**

Dear \_\_\_\_\_,

The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.

We have trained staff available during regular school/business hours. However, please be advised that trained staff ***MAY NOT*** be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.

If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.

Sincerely,

Superintendent,  
Woodford County Schools

*I have read and understand the above.*

Signed:     *Clara Skovine*    

Group: \_\_\_\_\_

Review/Revised:6/12/2023

ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/16/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Mick McNeely	
Madison Insurance Agency Inc.		<b>PHONE (A/C No, Ext):</b> (859) 626-0002	<b>FAX (A/C No):</b>
310 Geri Ln.		<b>E-MAIL ADDRESS:</b> mick@insurewithmadison.com	
Richmond KY 40475		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
Agility Gymnastics and Fitness			
4316 CALEVARES DR			
LEXINGTON KY 40514			

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. \*LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. \*Not Applicable In WY**

BSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		15757080	10/04/2025	10/04/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROPC		15757080	10/04/2025	10/04/2026	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Woodford County Middle School 100 School House Road  Versailles KY 40383	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Michael McNeely



**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** April 6, 2026

**TOPIC/TITLE:** Contract

**PRESENTER:** Dr. Josh Rayburn

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

**BACKGROUND INFORMATION:**

Board approves all contracts for the district.

**SUMMARY OF MAJOR ELEMENTS:**

Approval for facilities rental agreement:  
Lotus Percussion

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Yoni Jones*

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**Agreement for Use of School Facilities**

This Agreement, made and entered into this, the 26th day of March, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Lotus Percussion. Hereinafter referred to as Lessee;

WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) gymnasium together with the usual entrances and exits for the following dates and times: Wednesday, 4/15/26 7:30am-6PM for the following purpose and no other: drumline reherasal.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ 400 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$           . All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

**Agreement for Use of School Facilities**

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

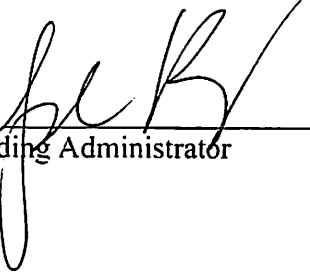
**Agreement for Use of School Facilities**

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

**Agreement for Use of School Facilities**

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

BY:  \_\_\_\_\_  
Building Administrator

LESSOR:

BY: \_\_\_\_\_  
For Woodford County Board of Education

LESSEE:

BY: Alex Miller  
TITLE: Director

Rental fees shall be as follows (minimum charge of two hours):

*Fees represent reimbursements, not personnel hourly pay. Personnel will be paid at hourly rate. At the recommendation of the Superintendent, the board may waive fees for part or all of the agreement.*

Gymnasium/Cafeteria/Auditorium/Non-turf fields	\$60.00/hour
Classroom	\$45.00/hour
Specialty Classrooms (ex. CTE spaces/Library)	\$50.00/Hour
Custodian <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
Audio & Video Personnel <i>This is required if using school-owned technical equipment (sound, lighting, projector, or screen equipment) is requested by lessee. School equipment may only be used by lessee if A/V personnel is present. Larger events might require more than one personnel. Technology Director, or designee, approval required.</i>	\$30.00/hour/person
Turf Fields	\$80.00/hour
Field Lights	\$25.00/hour
Classroom/Library Utilities	\$45.00/hour
Gym, Auditorium, Cafeteria Utilities	\$60.00/hour
Other items not listed	Varies, as approved by the Superintendent or designee, listed on the agreement

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>FRANCIS L. DEAN AND ASSOCIATES, LLC</b> 1776 S. NAPERVILLE ROAD, BLDG-B P.O. BOX 4200 WHEATON, IL 60189 www.fdean.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 800-745-2409	<b>FAX (A/C, No):</b> 630-665-7294
	<b>E-MAIL ADDRESS:</b> info@fdean.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Knightbrook Insurance Company	<b>NAIC #</b> 13722
	<b>INSURER B :</b> Great American Insurance Company	<b>NAIC #</b> 16691
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  <b>Lotus Indoor Percussion</b> 4163 W Mahogany Dr Fayetteville, AR 72704	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** KBP000458                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			KBFLDGL-00000-00	12/05/2025 12:00 AM	12/05/2026 12:01 AM	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTO	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED    RETENTION \$							
A	Abuse and Molestation			KBFLDGL-00000-00	12/05/2025 12:00 AM	12/05/2026 12:01 AM	EACH OCCURRENCE	\$100,000
							GENERAL AGGREGATE	\$300,000
B	Accident/Medical Coverage			BSR-F101764-02	12/05/2025 12:00 AM	12/04/2026 11:59 PM	AD&D	\$10,000
							MAXIMUM MEDICAL DEDUCTIBLE	\$25,000 \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Winter Guard  
Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

<b>CERTIFICATE HOLDER</b> Proof of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Francis L. Dean</i>



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
11/20/2025

AGENCY		CARRIER Knightbrook Insurance Company	NAIC CODE 13722
POLICY NUMBER KBP000458/KBFLDGL-00000-00	EFFECTIVE DATE 12/05/2025 12:00 AM	NAMED INSURED(S) Lotus Indoor Percussion	

## ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER  <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE POLICY SEND BILL	WINTER GUARD INTERNATIONAL / WGI SPORT OF THE ARTS 1994 BYERS ROAD DAYTON, OH 45342	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION
	REFERENCE / LOAN #: INTEREST END DATE: LIEN AMOUNT: PHONE (A/C, No, Ex): FAX (A/C, No): E-MAIL ADDRESS:		

REASON FOR INTEREST:  
The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** April 16, 2026

**TOPIC/TITLE:** Contract

**PRESENTER:** Dr. Josh Rayburn

**ORIGIN:**

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

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

- DATE:
- ACTION:

**BACKGROUND INFORMATION:**

Board approves all contracts for the district.

**SUMMARY OF MAJOR ELEMENTS:**

Approval for Infinite Campus End User License Agreement

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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

*Yori Jones*

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# INFINITE CAMPUS END USER LICENSE AGREEMENT

## For Additional Products in the Commonwealth of Kentucky

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

### RECITALS

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

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

### 1.0 Grant of License

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

### 2.0 Ownership and Protection of Infinite Campus Additional Products

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

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

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

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Additional Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the Infinite Campus Products;

2.2.c distribute, sell or sublicense copies of the Infinite Campus Additional Products or the Documentation or any portion thereof;

2.2.d create copies of the Infinite Campus Additional Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or

2.2.e incorporate any portion of Infinite Campus Additional Products into or with any other Infinite Campus Additional Products or other products, or create any derivative works of the Infinite Campus Additional Products or Documentation.

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

### 3.0 Payment

3.1 **Payment Terms.** Licensee shall pay Company the Fees as provided in the Order and Pricing Schedule(s) attached heretofore and in accordance with Solicitation # S-06137527.

3.2 **Taxes.** All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

### 4.0 Indemnification; Warranties

4.1 **Indemnifications**

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

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

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

## 4.2 Warranties

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

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

## 5.0 Limitations of Liability

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

## 6.0 Agreement Term and Termination

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

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

6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

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

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

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

failure to comply with the provisions of this Agreement.

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

## **7.0 Training, Data Conversion and Project Management Services**

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

## **8.0 General Terms and Conditions**

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

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

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

Infinite Campus, Inc.

Woodford County School District

Sales Contracts Management

4321 109<sup>th</sup> Ave NE  
Blaine, MN 55449-679

330 Pisgah Pike  
Versailles, KY 40383-9214

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

8.8 **Applicable Law.** Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

8.9 **Export Rules.** Licensee agrees that the Infinite Campus Additional Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Additional Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Additional Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.9.

8.10 **Electronic Signatures; Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true

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

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

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

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

**Infinite Campus, Inc.**

**Woodford County School District**

By:   
Stephanie Svoboda (Apr 1, 2026 11:23:38 CDT)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:

Billing Contact Name:

Billing Contact Email:



**AMENDMENT TO INFINITE CAMPUS  
END USER LICENSE AGREEMENT**

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

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

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

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

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

**Infinite Campus, Inc.**

**Licensee**

By:   
Stephanie Svoboda (Apr 1, 2026 11:23:38 CDT)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:



the Tech in EdTech™

# Order and Pricing Schedule for Woodford County School District - KY

<b>Prepared For</b> LaShannon Stratton Woodford County School District District SIS Coordinator P: +18598794620 lashannon.stratton@woodford.kyschools.us	<b>Prepared By</b> Kent Willette Inside Sales Representative kent.willette@infinitecampus.com	<b>Prepared On</b> April 1, 2026	<b>Service Start Date</b> July 1, 2025
		<b>Initial Term</b> 12 Months	

## Premium Products Licensing and Support

Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
OLR Prime	3,945	\$2.00 Annual Per Student	\$7,890.00	\$7,890.00
<b>TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT</b>			<b>\$7,890.00</b>	<b>\$7,890.00</b>

<b>INFINITE CAMPUS TOTALS</b>	<b>Initial Term Total:</b>	<b>\$7,890.00</b>
	<b>Annual Recurring Total:</b>	<b>\$7,890.00</b>

By:  
Name:  
Its:  
Date:

**CONTRACT**

This **CONTRACT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **WOODFORD COUNTY BOARD OF EDUCATION, KENTUCKY, 180 Frankfort St., Versailles, Kentucky 40383**, and **WOODFORD COUNTY FISCAL COURT, 103 Main Street, Versailles, Kentucky 40383**.

The purpose of this contract is to comply with **KRS 158.110** and set forth terms related to the transportation provided by the **WOODFORD COUNTY BOARD OF EDUCATION** to non-public school students in Woodford County. The Kentucky General Assembly has appropriated funds to reimburse county fiscal courts for a portion of cost incurred for the transportation of non-public school students. Therefore, it is agreed upon that at the end of the 2026-2027 school year, **WOODFORD COUNTY FISCAL COURT** will reimburse the **WOODFORD COUNTY BOARD OF EDUCATION** for the transportation of non-public students.

The **WOODFORD COUNTY BOARD OF EDUCATION** will submit a statement of cost to transport non-public schools to the **WOODFORD COUNTY FISCAL COURT** at the end of the school year and upon receipt of said statement, reimbursement will be issued to the **WOODFORD COUNTY BOARD OF EDUCATION**.

\_\_\_\_\_  
Woodford Co. Judge/Executive

\_\_\_\_\_  
Woodford Co. Schools Superintendent

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Date Approved by Board of Education

ATTEST:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**            **DATE:** April 20, 2026

**TOPIC/TITLE:** Contract

**PRESENTER:** Dr. Josh Rayburn

**ORIGIN:**

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

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

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

**BACKGROUND INFORMATION:**

Board approves all contracts.

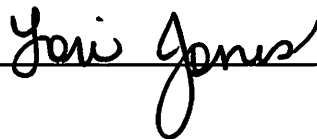
**SUMMARY OF MAJOR ELEMENTS:**

Approval for Facilities Rental Agreement  
Northridge Estates HOA

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

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



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**Agreement for Use of School Facilities**

This Agreement, made and entered into this, the 15th day of April, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Northridge Estates HOA. Hereinafter referred to as Lessee;

WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) Northside Elementary Cafeteria together with the usual entrances and exits for the following dates and times: 4/20/26 - 6:00p-8:00p for the following purpose and no other: Northridge Estates HOA Annual Meeting.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$0 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$0. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

**Agreement for Use of School Facilities**

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

**Agreement for Use of School Facilities**

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

**Agreement for Use of School Facilities**

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

BY:   
Building Administrator

LESSOR:  
BY: \_\_\_\_\_  
For Woodford County Board of Education

LESSEE:  
BY: Harvey Couch  
TITLE: President, Northridge Estates HOA

Rental fees shall be as follows (minimum charge of two hours):

- Gymnasium/Cafeteria      \$50.00/hour
- Classroom                      \$45.00/hour
- Custodian/Supervision Fees    Included in rental fee

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

**Agreement for Use of School Facilities**

**AED NOTICE**

Dear \_\_\_\_\_,

The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.

We have trained staff available during regular school/business hours. However, please be advised that trained staff ***MAY NOT*** be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.

If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.

Sincerely,

Superintendent,  
Woodford County Schools

*I have read and understand the above.*

Signed:  \_\_\_\_\_

Group: Northridge Estates HOA

Review/Revised:6/12/2023



NORTRID-05

MALCORN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cincinnati Insurance Company Cincinnati Customer Care Center P.O. Box 145496 Cincinnati, OH 45250-5496	<b>CONTACT NAME:</b> Mary Alcorn <b>PHONE (A/C, No, Ext):</b> (877) 687-1291 <b>FAX (A/C, No):</b> (513) 881-8114 <b>E-MAIL ADDRESS:</b> CincinnatiCerts@cinfin.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b>  North Ridge Estates Homeowners Association PO BOX 3991 MIDWAY, KY 40347-3991	<b>INSURER A:</b> Cincinnati Insurance Company <b>10677</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ENP 0094466	8/22/2024	8/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ENP 0094466	8/22/2024	8/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Northside Elementary School 500 Northside Dr Midway, KY 40347	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Mary A. Alcorn</i>