

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII D **DATE:** May 18, 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: Triple Play Productions (Southside School Photography); Freedom Tours (FY27 Senior Trip); The Village Square (Facilities Rental Agreement); Peak Volleyball Club (Facilities Rental Agreement); Woodford County Track Club (Facilities Rental Agreement); Character Strong Tier 2 Curriculum (Data Protection Addendum); ERS Wireless (WCHS Radio System Proposal).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Yosi Jones

CONTRACT

THIS CONTRACT is entered into this 24th day of April, 2026, by Triple Play Productions, LLC and between Southside Elementary of Woodford County Schools, KENTUCKY, 1300 Troy Pike, Versailles, Kentucky 40383 and Triple Play Productions, KENTUCKY, 1341 Angus Trail, Lexington, KY 40509].

A. PARTIES:

The Board of Education of Woodford County, Kentucky, Southside Elementary has established the need to seek a vendor for student/school photos and has determined that this need cannot be met by existing district staff.

Triple Play Productions (TPP) provides photography services for school needs and to sell photos to the school's families and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of student, staff, class, and club photos for the school needs and to sell to school families.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the Southside Elementary, as an independent contractor, services under the direction of **Paige Samples**.
2. The second party shall provide photography services to Southside Elementary from August 2026 through July 2027.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ 0 . Additional expenses to be reimbursed are **special print projects that TPP will provide Southside a quote of products before producing**.
4. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
5. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
6. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
7. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
8. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
9. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
10. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
11. The second party shall complete background checks for those individuals providing photography services.
12. **KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO**

EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

13. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

14. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

16. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

17. This agreement will be in effect from **August 1st, 2026**, through **August 1st, 2027**, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.



Principal/Director's Approval

5/6/26
Date

Superintendent or Designee
BOARD OF EDUCATION OF WOODFORD COUNTY
KENTUCKY

Date

LEGAL IN: _____
CAB. IN: _____

Kris L. Dryden
Name of Second Party

Date



Freedom Tours Group Tour Agreement and Policy

THIS AGREEMENT MADE this the 28th day of April 2026, by and between Woodford High School ("GROUP") and Freedom Tours, LLC.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Trip Details for Group:

Contact Name: Tracy Probst
Tour Dates: April 13 – 17, 2027
Tour Destination: New York City

2. Tour Description: Educational trip to New York City (see attached itinerary)

3. Payment Terms and Conditions of the Agreement:

- a. Price per Student: \$1499 + Broadway Show
- b. \$1600 per person will be collected through the trip portal. Freedom Tours will send the group the difference between the actual trip price and the collected amount.
- c. Participants will make online payment as follows:
 - \$75 deposit due to reserve a seat on the trip
 - \$218.00 payment due by September 10, 2026
 - \$218.00 payment due by October 10, 2026
 - \$218.00 payment due by November 10, 2026
 - \$218.00 payment due by December 10, 2026
 - \$218.00 payment due by January 10, 2027
 - \$218.00 payment due by February 10, 2027
 - Final payment due by March 10, 2027

Price + Broadway Show		Portal Price	
STUDENT	ADULT	STUDENT	ADULT
1499	1499	1600	1600
1590	1590	1691	1691
1812	1812	1913	1913
n/a	2320	n/a	2421

- d. GROUP shall provide hotel rooming list to Freedom Tours no later than March 1, 2027.
- e. Should GROUP add additional people to rooming list after such date Freedom Tours will make every effort to increase reservation counts with all vendors but cannot guarantee an increase in participants is possible.

4. Trip Inclusions:

- a. Trip includes round-trip transportation on deluxe motor coach, 3 hotel nights in Times Square with mandatory portage, 1 hotel night en route, overnight security, general admission to Top of the Rock, Intrepid Sea, Air & Space Museum, walking tour, dinner/dance cruise, subway ride, 9/11 Memorial, 9/11 Museum, Chinatown, Times Square, The Today Show, Group photo, 5th Avenue, Rockefeller Plaza, Central Park, 4 breakfasts, 3 lunches, 3 dinners, qualifying chaperone expenses (see 7b), Freedom Tours travel director, driver room and driver gratuity, qualifying chaperone expenses (see 7b), Freedom Tours travel director, driver room and driver gratuity.

5. Cancellation:

- a. Should GROUP cancel entire trip prior to December 31, 2026, all deposits will be refunded by Freedom Tours. Cancellation of trip on or after such date may result in loss of deposits.
- b. This agreement is between Freedom Tours and GROUP.
- c. Freedom Tours recommends GROUP suggests that each participant purchase trip insurance in case of unavoidable cancellation by participant.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** April 28, 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 Building Rental Agreement
The village Square - David Eichenbaum

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Jeri Jones

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 30 day of March, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and The Village Square. 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) Woodford County High School classroom and gymnasium together with the usual entrances and exits for the following dates and times: Monday, March 30, for the following purpose and no other: film production.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$240 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 \$240. 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: [Signature]
Building Administrator

LESSOR:
BY: _____
For Woodford County Board of Education

LESSEE: DocuSigned by:
David Eichenbaum
E613C74EE0DD436...
BY: David Eichenbaum
TITLE: Partner, The Village Square

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 David Eichenbaum @ The Village Square,

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: David Eichenbaum
E613C74EE0DD436...

Group: The Village Square

Review/Revised:6/12/2023

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 30th day of April, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Peak Volleyball Club. 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) 145 School House Road Versailles, Mo together with the usual entrances and exits for the following dates and times: April 30th 2026 7pm for the following purpose and no other: Peak Volleyball Club Player/Parent meeting.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ 60.00 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.

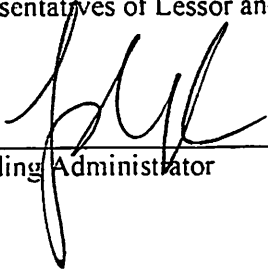
Agreement for Use of School Facilities

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.

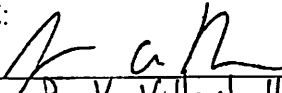
Agreement for Use of School Facilities

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 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: 
TITLE: Peak Volleyball Club

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 28th day of April, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Peak Volleyball Club. 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) 190 Frankfort St. Versailles, KY together with the usual entrances and exits for the following dates and times: Dec 1st - April 1st. Tues, Wed, Thurs. 7-9pm for the following purpose and no other: Club Volleyball practice.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$3000.00 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 be due 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.

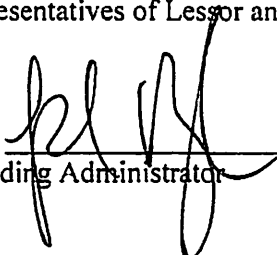
Agreement for Use of School Facilities

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

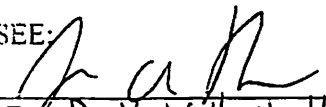
Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities 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: _____
NAME: Peak Volleyball Club

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.

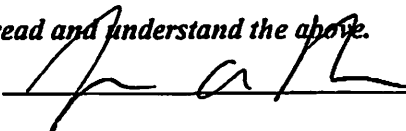
If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

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: _____

Review/Revised:6/12/2023

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 28 day of April, 2020, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Woodford County Tech Club. 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) Tech facility at new high school together with the usual entrances and exits for the following dates and times: Study my 3 from 3pm to 5pm for the following purpose and no other: classes / shot put clinic.
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.
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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.
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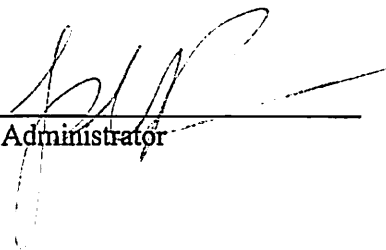
Agreement for Use of School Facilities

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: Wm W McCall
TITLE: Treasurer

Agreement for Use of School Facilities

AED NOTICE

Dear Woodford County Tech Club,

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: W. M. McCall

Group: Woodford County Tech Club

Review/Revised:6/12/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/25

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).

PRODUCER Humston Insurance Agency 240 N Main St Versailles, KY 40383	CONTACT NAME: PHONE (A/C No. Ext): 859-873-8804 E-MAIL ADDRESS: ehumston@windstream.net	FAX (A/C No.): 859-873-7102
	INSURER(S) AFFORDING COVERAGE	
INSURED Woodford County Track Club 100 Deer Haven Dr Versailles, KY 40383	INSURER A: Auto-Owners Ins	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		52996583	05/20/25	05/20/26	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
	AUTOMOBILE LIABILITY <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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 \$

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

CERTIFICATE HOLDER

Woodford County Board of Education
 180 Frankfort St
 Versailles, KY 40383

CANCELLATION

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

Edie D. Humston, Jr.

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DATA PROTECTION ADDENDUM

This Data Protection Addendum (“Addendum”) is attached to and forms a part of the parties’ agreement for services (the “Contract”) dated _____, by and between Woodford County (“District”) and CharacterStrong LLC (“Contractor”) (the Addendum and the Contract are collectively referred to hereinafter as “Agreement”). This Addendum supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. Definitions

1.1. “*Biometric Record*,” as used in the definition of “Personally Identifiable Information,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints; retina and iris patterns; voiceprints; DNA sequence; facial characteristics; and handwriting.

1.2. “*Designated Representative*” means District or Contractor employees as specified on Schedule 1 to whom all notices required in this Addendum will be sent.

1.3. “*District Data*” means any Student Data, Personally Identifiable Information, Record, Education Records, as defined herein, and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services, as defined herein.

1.4. “*De-identified Data*” means District Data from which all Personally Identifiable Information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

1.5. “*Education Records*” means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Contractor.

1.6. “*End User*” means individuals authorized by the District to access and use the Services as defined herein.

1.7. “*Incident*” means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.

1.8. “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number or Biometric Record; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

To the extent it is not already included in the definition hereinabove, PII also includes: (a) Personally Identifiable Information contained in student “education records” as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (b) “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (c) “nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (d) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; and (e) other financial account numbers, access codes, and state- or federal- identification numbers such as driver’s license, passport or visa numbers.

1.9. “*Record*” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

1.10. “*Securely Destroy*” means to remove District Data from Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology (“NIST”) SP 800-88

r1 (2014) or as amended Guidelines for Media Sanitization so that District Data is permanently irretrievable in Contractor's and its Subprocessors' normal course of business.

1.11. "*Security Breach*" means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.12. "*Services*" means any goods or services acquired by the District from the Contractor, or under the contract, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed, or run on a computer or electronic device.

1.13. "*Student Data*" means includes any data, whether gathered by Contractor or provided by District or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute education records for the purposes of this Addendum, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Schedule 5 is confirmed to be collected or processed by the Contractor pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-identified Data, or anonymous usage data regarding a student's use of Contractor's Services.

1.14. "*Subprocessor*" means, for the purposes of this Addendum, an third party Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its Services, and who has access to Student Data.

1.15. "*Student Profile*" means a collection of PII data elements relating to a student of the District.

2. Rights and License in and to District Data

2.1. School Official. The purpose of this Addendum is to describe the duties and responsibilities to protect District Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Contractor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the District. For the purposes of this Addendum and pursuant to 34 CFR § 99.31(b), a “School Official” is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of student data including education records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

2.2. License. Contractor shall be under the direct control and supervision of the District, with respect to its use of District Data. District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data solely for the purpose of performing its obligations specified in the Contract. This Agreement does not give Contractor any rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Contract.

2.3. Parent Access. To the extent required by law District shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review education records and/or District Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Contractor shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the District to respond to a parent or student, whichever is sooner) to the District’s request for Student Data in a student’s records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Student Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

2.4. Separate Account. If student-generated content is stored or maintained by the Contractor, then Contractor shall, at the request of District, transfer, or provide a mechanism for District to transfer, said content to a separate account created by the student.

2.5. Law Enforcement Requests. Should law enforcement or other government entities (“Requesting Party(ies)”) contact Contractor with a request for Student Data held by the Contractor pursuant to the Services, the Contractor shall notify District in advance of a compelled

disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request.

2.6. Subprocessors. Contractor shall enter into written agreements with all Subprocessors performing functions for Contractor in order for Contractor to provide the Services hereunder, whereby the Subprocessors agree to protect District Data in a manner no less stringent than the terms of this Addendum.

3. Data Privacy

3.1 Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

3.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:

3.2.1 Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;

3.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;

3.2.3 Use District Data in a manner that is inconsistent with Contractor's privacy policy;

3.2.4 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

3.2.5 Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34

C.F.R. Part 99 (“FERPA”), it will be designated as a “school official” with “legitimate educational interests” in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for District’s and its End Users’ benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized in writing by the District.

3.4 Subprocessor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subprocessors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subprocessor shall not disclose District Data, in whole or in part, to any other party; (b) Subprocessor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subprocessor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subprocessor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; and (e) Subprocessor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subprocessors who have potential access to District Data have undergone appropriate background screening, to the District’s satisfaction, and possess all needed qualifications to comply with the terms of this Addendum.

3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor’s products and services, and/or the development of new products and services. Additionally, De-Identified Data may be used by Contractor for those purposes allowed under FERPA and the following purposes: (1) assisting District or other governmental agencies in conducting research and other studies; and (2) research and development of Contractor's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Contractor's use of De-Identified Data shall survive termination of this Addendum or any request by District to return or destroy District Data. In no event shall Contractor or Subprocessors re-identify or attempt to re- identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re- identification.

3.6 Privacy Policy Changes. Prior to making a material change to Contractor’s privacy policies, Contractor shall send District’s Designated Representative written notice, which includes a clear explanation of the proposed changes.

3.7 Advertising Limitations. Contractor is prohibited from using, disclosing, or selling District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Services to District. This section does not prohibit Contractor from using District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using District Data as permitted in this Addendum and its accompanying exhibits.

4. **Data Security**

4.1 Security Safeguards. Contractor shall store and process District Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, as well as the terms and conditions of this Addendum. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

4.2 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4.3 Audit Trails. Contractor shall take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity, and to ensure data is deidentified in accordance with this Addendum.

4.4 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, one or more of the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; (3) district data has been deidentified by Contractor as set forth in the definition of Deidentified Data in section 1.3 of this Addendum.

4.5 Background Checks. The Contractor and every person, including any subcontractor or agent of the Contractor, who has unsupervised access to students, or access to student data, shall be required to have a criminal background check. The results of the background check shall comply

with applicable state law and other district requirements, and upon request, be available to the District. The costs associated with the background check are solely the Contractor's responsibility. Before Services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the Contract all new personnel, subcontractor(s), third party support personnel and agents, whether paid or not, that are engaged, hired or added to perform the Services, shall be subject to these same requirements before performing Services on Contractor's behalf.

Notwithstanding the criminal background check requirement as set forth above, Contractor hereby warrants that no employee, subcontractor or agent of the Contractor rendering the Services has been convicted of a criminal offense in this or in any other state involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence; and (iii) Contractor shall notify the District immediately upon the discovery or receipt of any information that any person working for the Contractor has been detained or arrested by a law enforcement agency. Contractor understands that allowing any employee, subcontractor, volunteer or agent who is providing Services on Contractor's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

4.6 Duties of District. District shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. District shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted District Data. District shall notify Contractor promptly of any known unauthorized access. District will assist Contractor in any efforts by Contractor to investigate and respond to any unauthorized access.

5. Security Incident and Security Breach

5.1 Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.2 Response. Within seventy-two (72) hours of becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any

further Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach.

6. Response to Legal Orders, Demands or Requests for Data

6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, the District will promptly notify Contractor, and within two (2) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

7. Compliance with Applicable Law

7.1. Children's Online Privacy and Protection Act. If Contractor collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations ("COPPA")) from children under thirteen (13) years of age in performing the Services, Contractor warrants, represents, and covenants that such collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided District with written notice of its collection, use, and disclosure practices.

7.2. Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; and (h) Americans with Disabilities Act, and Federal Export Administration Regulations.

7.3. Americans with Disabilities Act. To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act ("ADA"), Contractor will make best efforts to assist the District in providing its Services to End Users pursuant to this Agreement, and will assistance the District in a manner that its system and Services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility in accordance with the ADA, Section 504 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines; provided, however, Contractor will have no obligations with respect to such compliance as it relates to any portion of the system and Services provided or developed by the District including District content.

8. Term and Termination

8.1. Term. This Addendum takes effect immediately as of the Effective Date and remains in full force and effect until the successful completion of the Services, unless earlier terminated under Sections 8.2 or 8.3.

8.2. Mutual Termination. The parties may terminate this Addendum by mutual written consent so long as the Contract has lapsed or has been terminated. Otherwise, subject to Section 8.3, this Addendum will automatically terminate without any further action of the parties upon the termination or expiration of the Contract between the parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Contractor, this Addendum shall also be revived and be of full force and effect.

8.3 Termination for Breach. Either party may immediately terminate this Addendum if such party determines, in its sole discretion, that the other party has breached any of the requirements of this Addendum and after such breaching party has received written notice from the non-breaching party regarding the breach and a ten (10) day opportunity to cure.

9. Data Transfer Upon Termination or Expiration

9.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, no later than (30) calendar days after termination or expiration of this Agreement, and after having received written notice from the District requesting, and specifying its preference for, the return or destruction of the District Data, Contractor shall certify in writing that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract (“Contract Data”), is securely returned or Securely Destroyed, pursuant to Schedule 4 attached hereto.

9.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor’s possession or in the possession of Contractor’s Subprocessors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer. Upon successful transfer of District Data, as confirmed in writing by the District’s Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.

9.3 Response to Specific Data Destruction or Return Requests. After receiving a written request from the District, Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subprocessors within seven (7) business days, excluding national holidays, after receiving a written request from the District.

10. Miscellaneous

10.1 Survival. Any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

10.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

10.3 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives

Schedule 2 -- Subprocessors

Schedule 3 -- Written Consent to Maintain De-identified Data

Schedule 4 -- Certification of Destruction/Return of District Data

Schedule 5 -- Schedule of Data

10.4 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.5 THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE DISTRICT, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE DISTRICT FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.6 Effectiveness; Date. This Addendum will become effective when all parties have signed it. The date of this Addendum will be the date this Addendum is signed by the last party to sign it (as indicated by the date associated with the party's signature).

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

DISTRICT NAME

Name _____

Title Superintendent

Date 5/18/26

CONTRACTOR NAME

Name _____

Title _____

Date _____

SCHEDULE 1
Designated Representatives

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Security Breach:		John Geiselman Vice President Cyber Security 150 Rouse Blvd., STE 210, Philadelphia, PA 19112 John.Geiselman@FullBloom.org
FERPA Requests:		<u>support@characterstrong.com</u>
Updates to Privacy Policy / Transparency Requirements:		<u>support@characterstrong.com</u>
Data Retrieval:		<u>support@characterstrong.com</u>
Destruction of Data:		<u>support@characterstrong.com</u>

OPTION 2

SCHEDULE 1
Designated Representatives

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
	<p>John Geiselman Vice President Cyber Security 150 Rouse Blvd., STE 210, Philadelphia, PA 19112 John.Geiselman@FullBloom.org</p>

SCHEDULE 2

Subprocessors List

Name of Sub-processor	Purpose
Amazon Web Services (AWS)	Hosting (Required)
Clever	Rostering (Required)

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use
Student Data	Quality assurance and analytics	Term Of Agreement

I, John Geiselman, as Vice President, Cyber Security and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.

Contractor Representative Name: John Geiselman

Title: Vice President, Cyber Security

Signature: _____

Date: _____

SCHEDULE 4
Certification of Destruction/Return of District Data

I/We, _____, as the authorized representative(s) of the Contractor do hereby acknowledge and certify under penalty of perjury that [initial next to both subparts of the applicable Part A or Part B]:

Part A - Destruction:

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was destroyed on, 20____ by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subprocessors as part of the Data Protection Addendum in accordance with federal and state law was destroyed as set forth below:

<i>Name of Subprocessor</i>	<i>Date of Deletion</i>	<i>Destruction Method</i>

Part B - Return: [If this option is elected by the District, then Contractor shall also complete Part A.]

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District, on _____, 20__ to _____, by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subprocessors as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District as set forth below:

<i>Name of Subprocessor</i>	<i>Date of Return</i>	<i>Return / Transfer Method</i>

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____

SCHEDULE 5

CharacterStrong Student Data

Data Collected	General Purpose of Data Collected
School Name	Required
Student Name	Required
Student School	Required
School Contact Email	Required
School Contact Name	Required
Student Grade Level	Required
Student ID	Optional
Student DOB	Required
Student Gender	Optional
Ethnicity or Race	Optional
Language	Optional
Student Homeroom	Optional
Teacher/Staff Name	Required
Teacher/Staff Email	Required
Application Use Statistics	Required - Meta data on user interaction with application
Application Technology Meta Data	Required - IP Addresses of users Required - Cookies
Special Indicator	Optional - English language learner information Optional - Specialized education services (IEP or 504)



Exhibit A – System Components & Bill of Materials

This exhibit includes the detailed system components, quantities, and supporting documentation for the proposed solution.

System Components & Supporting Documentation

Qty	Description
Infrastructure Active Electronics	
1	SLR5700 403-470 MHz UHF 1-50W
1	UHF Duplexer (RoHS) 435-470MHz
Subscribers Active Electronics	
12	SL 3500e 403-470 3W LKP BT WiFi CAPABLE
12	Standard Battery - Li-Ion, 2300T
12	Drop-In Single Unit Charger
12	UHF Stubby Antenna, 435-470MHz 4.5cm
12	Standard Model Box
12	Standard Swivel Carry Holster
12	Standard 5 Year SMA and Software Features
12	5 Year Essential Repair
Antenna and other Non-Active Components	
1	N Male - BNC Male Connectors 3 ft RG142P Cable Assembly
1	N Male - N Male Connectors, Blue Jacket 3 ft Plenum Cable Assembly
1	12U Wall-Mount Rack Enclosure Cabinet, 200 lb Load
1	Fixed Heavy Duty Shelf, 250 lbs Capacity
1	Battery Cable for Repeater
1	12 Volt 100 AH Battery
1	Large Battery Box (batteries plus)
1	Unity Gain Fiberglass Omni Antenna
100	1/2" Heliax
1	N-MALE CONNECTOR
1	N-FEMALE CONNECTOR
1	Coaxial lightning sup.
1	SureGround Grounding Kit, (1/2")
1	WATERPROOF KIT
10	1/4" SUPERFLEX
1	N-MALE HEX HEAD 1/4" SUPERFLEX CONN.
1	N Male Connector, Right Angle for 1/4 in HELIAX FSJ1-50A Cable
1	4" Single Feed-thru / 4"boot assembly kit
1	EMT mast pipes
1	18" Clearance Wall Mount
1	Universal clamp set
Grounding and other Miscellaneous Materials	
1	Install Hardware
1	Rack Powerstrip



Exhibit B– ERS Essential Support Services

This exhibit defines the ERS Essential Support Services associated with the proposed solution.

Customer Information

Customer: **Woodford County High School**
Primary Contact: **Chris O'Bryan**
Phone: **859-879-4630 ex. 3012**
Email: **chris.obryan@woodford.kyschools.us**

Service Overview

ERS Essential Support Services provide ongoing support, system maintenance, and operational assistance to ensure continued performance of the deployed solution.

Service Term

Service is provided based on the term selected in the **Proposal Acceptance** section.

- **Start Date:** Upon Project Completion.
- **Term:** 5 years, as stated in Proposal Acceptance.

What This Includes

- Ongoing technical support and troubleshooting.
- System performance monitoring and optimization.
- Coordination with customer teams for issue resolution.
- Required system updates and maintenance (as applicable).

Service Administration

ERS Wireless will assign appropriate service personnel and resources to support the system throughout the service term.

Agreement

By executing this proposal, the customer agrees to the ERS Essential Support Services and associated Service Terms and Conditions.



[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



ERS Essential On-Site Support Includes:

- Labor to service equipment under the manufacture warranty period.
- Travel to the customer site for service calls.
- Service Monday through Friday 8 a.m. to 5 p.m., excluding holidays.
- Handling of all warranty repairs with Motorola and/or other vendors on your behalf.
- Shipping to return equipment to customer after repair.

ERS Wireless Standard Service Rates/Details:

- **Tier 1:** Engineering, Design and Networking Services: \$250.00 per hour.
- **Tier 2:** Technician Services and PM Work: \$195.00 per hour.
- **Tier 3:** System Installation Services: \$160.00 per hour.
- **Tier 4:** Non-technical Installation Services: \$160.00 per hour.
- Out of warranty repairs will be charged based on current flat rate per device type.
- Motorola Essential Services: Additional flat rate charges will be incurred for Motorola Depot to update the radio prior to repair if the unit is out of compliance. Unit must be within 2 software versions of the current to not incur this additional fee. Flat rate charge provides this software for a 3-year period.

- Travel Charges for On-Site Service Calls will be assessed from the closest ERS Wireless service location as follows:

Zone 1 (0-15 Miles)	\$87.00	Zone 5 (61-75 Miles)	\$435.00
Zone 2 (16-30 Miles)	\$174.00	Zone 6 (76-90 Miles)	\$522.00
Zone 3 (31-45 Miles)	\$261.00	Over 90 miles, actual door-to-door (round trip).	
Zone 4 (46-60 Miles)	\$348.00	hours at the hourly rate applicable.	

- Manufacturer warranty will cover parts, as specified by each manufacture, during the warranty period. ERS Wireless services are not covered under manufacture warranty, therefore we will charge for technical labor and travel for service calls regardless of warranty status of equipment.
- If parts are not covered under the manufacture warranty due to outside of the scope of the warranty, physical or liquid damage or other Acts of God, ERS will notify the customer of repair or replacement parts cost.





[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



ERS WIRELESS SERVICE AGREEMENT TERMS AND CONDITIONS

This SERVICE AGREEMENT is subject to these terms and conditions:

(1) Definitions. For the purpose of brevity and uniformity all references to ERS Wireless in this agreement will be construed to mean Emergency Radio Service, LLC, dba ERS Wireless. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Purchaser of the equipment to be serviced by terms of this agreement.

(2) Work

(a) Emergency Radio Service, LLC. (herein called ERS Wireless) agrees to provide service for the Licensee of the equipment described on the attached agreement beginning and ending on the dates indicated. ERS Wireless will maintain other units manufactured by Motorola or other and purchased by Licensee for the appropriate service fees and on the same terms and conditions set forth herein. Upon delivery of such to customer, the fees will be added at the next billing cycle after labor warranty. In the event of loss, damage or theft or removal from service of any units, the Licensee shall immediately report said loss, damage or theft or removal in writing to ERS Wireless. In the event, Licensee's obligation to pay service fees with respect thereto shall terminate at the end on the month on which ERS Wireless receives said report.

(b) Mobile units will be removed and reinstalled in different vehicles at Licensee's request at the prices prevailing at that time. This agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the attached agreement. Service shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electrical abuse, or misuse of the equipment, Acts of God, and fires. Work done for non-covered repairs will be billed at ERS Wireless' over contract rates applicable for such work. Equipment under contract must be maintained in environmental conditions as set out in their specifications and damage resulting from environmental conditions not conforming to said specifications are likewise not covered.

(c) Where telephone lines and equipment are used in conjunction with ERS Wireless maintained equipment, ERS Wireless shall have no obligation or responsibility for such lines or equipment but will, upon request, assist the Telephone Company in repairing such upon payment of appropriate over contract rate.

(d) Licensee will indicate in this Agreement any equipment which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

(3) Service Standards. The equipment will be serviced by ERS Wireless in accordance with these standards; (i) original manufacturer's parts or parts of equal quality will be used; (ii) the equipment will be serviced at levels necessary to provide the required communications; and (iii) routine service procedures prescribed from time to time by ERS Wireless for its equipment will be followed.

(4) Time and Place of Service Work

(a) Service work shall be done at the location specified on Page 1 of this Agreement. Where service is to be performed at the location of the equipment, the Licensee shall furnish shelter, heat, light and power at these locations. Licensee shall notify ERS Wireless immediately of equipment failure and allow ERS Wireless full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed as a site access requirement. The Licensee will allow ERS Wireless to use necessary machines, communications facilities, features and other equipment (except as normally supplied by ERS Wireless) at no charge. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the reverse side of this Agreement.

(b) Service shall be performed under this agreement when the ERS Wireless service shop is notified during the Call Window set out in this agreement.

(5) Payment. These Contract Services are included within the attached Project total. Only Services that are requested outside of this Agreement will be billable and invoiced.

(6) Renewal. Prior to end of the term of this Agreement, ERS Wireless may provide a Renewal Document to the Customer to extend these services. At that time, a service fee for the extension will be set forth on the Renewal document. Upon receipt of any such notice, Licensee may choose to extend this Agreement or decline the services.

(7) FCC Records. Applications and statements of facts when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. ERS Wireless will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation, and power measurements, to aid in meeting the requirements.

(8) Laws and Regulations. The agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(9) Waiver. Failure or delay on the part of ERS Wireless of the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(10) Prior Negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.





Exhibit D – Scope of Work & Implementation

ERS Wireless will design, deliver, install, configure, and support the proposed solution.

This includes:

- Deployment of all system components.
- System configuration and testing.
- Commissioning and validation.
- Training and handover.

Implementation will be coordinated to minimize operational disruption.

ERS Wireless Responsibilities

1. Assign a Project Manager to lead the engagement and coordinate a formal Project Kickoff meeting.
2. Develop and maintain the project schedule, including defined milestones and deliverables.
3. Coordinate installation and implementation activities with designated customer representatives.
4. Provide system configuration, testing, and validation to ensure operational readiness.
5. Deliver agreed-upon training and documentation as outlined in the project scope.
6. Execute a Completion Certificate upon substantial project completion. The certificate may include mutually agreed-upon punch list items to be completed within a defined timeframe.

Customer Responsibilities

1. Assign a project contact to participate in the Project Kickoff meeting and ongoing coordination activities.
2. Provide timely access to facilities, work areas, network resources, and other required infrastructure.
3. Ensure site readiness prior to installation (power, connectivity, environmental requirements, etc.).
4. Provide access during standard business hours (8:00 a.m. – 5:00 p.m., Monday–Friday, excluding holidays), unless otherwise agreed.
5. Participate in system acceptance testing and training sessions.
6. Execute the Completion Certificate upon substantial system completion, acknowledging any agreed-upon punch list items.

Project Scope Changes

Any modifications to this Scope of Work must be documented through a formal Change Order initiated by either party.

Each Change Order will include:

- A detailed description of the requested modification.
- The business or technical justification for the change.
- The anticipated impact to project scope, schedule, and/or deliverables.
- Any associated cost adjustments.

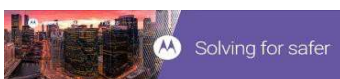
Approved Change Orders will be incorporated into the project documentation and become part of the overall Scope of Work.



Project-Specific Scope

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Statement of Work

1.0 Purpose

ERS Wireless has assembled this document, called a Statement of Work, which is a summary of the tasks to be performed by ERS Wireless, as well as a narrative explanation of the deliverables that will need to be provided by the purchaser, Woodford County High School. It is the intent of ERS Wireless that this document represents the most current understanding of the contract deliverables. Changes to this document will be made by formal request by either party and approved by the other.

ERS Wireless will include technical product sheets, special and other printed matter which clearly delineate the technical parameters describing the form, fit, function, facility impact, power requirements, and interface requirements of all the equipment and software supplied by ERS Wireless.

1.1 Proposal Validity

This proposal is valid until **05/29/2026**. After which, a pricing refresh will be required prior to placing an order.

1.2 Quality of Work

All work shall be performed in a manner consistent with high quality commercial practice and in accordance with all applicable manufacturers' installation and maintenance manuals. All equipment and material being furnished for this project shall be new and will meet the high-quality requirements set forth by ERS Wireless.

1.3 Safety

ERS Wireless will comply with all applicable local and national safety requirements in the installation of all ERS Wireless supplied equipment. ERS Wireless requests that Woodford County High School assign a Project Manager/Adviser to advise ERS Wireless personnel of any unique safety precautions that should be observed while working at Woodford County High School location, if applicable.

1.4 Zoning, Permits, Licenses, FAA, FCC Requirements

Woodford County High School is solely responsible for any licenses, fees, or other authorizations required by the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) and for complying with FCC and FAA rules. Neither ERS Wireless nor any of its employees is an agent or representative of the Woodford County High School in FCC matters or otherwise. ERS Wireless will assist Woodford County High School in the preparation of the license applications if requested. Woodford County High School will be responsible for all zoning requirements and/or State and Local permits required for the project.



1.5 Project Change Orders

Changes to the Statement of Work may be formally requested by either the Woodford County High School Project Manager or ERS Wireless by identifying the actual change requested, the reason for the request, and the associated date of the request. Both parties will review the change order and any revisions to the change request will be negotiated. Any monetary or scheduling changes will also be recorded in the change order. The official change order will provide new Statement of Work insert pages that include the revisions. The following information will be recorded in each change order:

- Change Request Number
- Reason for Change
- Date
- Monetary Impact
- Impact on Schedule
- Impact on Contract

2.0 Woodford County High School Responsibilities

2.1 Woodford County High School

Woodford County High School will supply the building, utilities, and all support systems.

- 2.1.1 The existing Building steel system will be used for grounding.
- 2.1.2 Building Penetration. Drill a hole through the wall
- 2.1.3 Develop a Master Programming template.

2.2 Electrical

A.C. Power within 3' of the repeater installation location.

2.3 Site Access

Woodford County High School will be responsible for providing ERS Wireless and its subcontractor's access to work sites from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and as necessary for 8-5-warranty service.

Woodford County High School will assist with making available parking space for the service vans and delivery trucks that is convenient for easy access for tools, materials, and test equipment. All nonservice vehicles will use the normal public parking facilities.



3.0 System Staging

ERS Wireless is responsible for the staging of the equipment prior to delivery to Woodford County High School. This staging will be at the ERS Wireless Service center. Staging of the equipment allows ERS Wireless to pre-assemble the system to verify connectivity, functionality and performance capabilities.

3.1 Cables and Labels

All cables will be labeled.

3.2 Set System Levels on All Equipment

All “system” levels will be set per specification by the installation technician to verify proper end-to-end connectivity.

3.3 System Range

This is not a guarantee of coverage due to the number of variables in the environment.

3.4 System Down Time

No system down time is predicted for this new Motorola System.

4.0 Equipment Installations

4.1 Delivery

ERS Wireless will deliver, off-load, and unpack all provided communications equipment.

4.2 Placement

ERS Wireless will place and physically install all provided communications equipment per the agreed to floor plans.

4.3 Cabling

All cabling will be properly connectorized and terminated.

4.4 Grounding

All ERS Wireless provided equipment will be properly grounded to the building ground system. All ground connections will be made using an appropriate mechanical fastener.

4.5 Mobile Radio Power Requirements

No mobile power for this project.



5.0 ERS Value Added Services

5.1 Essential On-site Services Include

- 5.1.1 Service response & coverage 8am-5pm, Monday through Friday, excluding holidays.
- 5.1.2 Service labor to support equipment during the manufacturer warranty period.
- 5.1.3 Labor for pulling & re-installation of fixed equipment as necessary for repair.
- 5.1.4 Post-repair equipment testing and, if needed, required Motorola software/firmware updates.
- 5.1.5 Administration of all warranty claims with manufacturer.
- 5.1.6 All zone fees/trip charges.
- 5.1.7 Return shipping charges.

6.0 ERS Wireless Scope of Work

6.1 ERS Wireless

- 6.1.1 ERS Wireless will assemble, test, and deliver one SLR5700 Repeater programed in digital conventional.
- 6.1.2 ERS will install the repeater and ancillary equipment into a 30" cabinet and place the cabinet in the space provided in the penthouse area.
- 6.1.3 ERS will use the customer created penetration in the wall of the penthouse and install a 4" entry port for the coax to run into the room where the repeater is located.
- 6.1.4 ERS will install a stand off kit on the exterior wall and place a mast in the kit with the antenna mounted on top of the mast.
- 6.1.5 ERS will run the coax from the antenna, through the new entry port and make all final connections to the repeater system.
- 6.1.6 ERS will connect the repeater to the customer provided AC outlet.
- 6.1.7 ERS will program and deliver the subscribers programed to the customer developed template that has been developed by the customer with the assistance of ERS.



[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



7.0 Signatures

ERS Wireless Representative

Woodford County High School Representative

Date _____

Date _____





[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



Terms & Conditions

Terms. Terms of payment are subject to the approval of Emergency Radio Service, LLC dba ERS Wireless hereinafter called ERS Wireless, credit department. Payment options: Cash with Order, Cash on Delivery or Net 30. Forms of payment include Cash, Check, MasterCard, Visa or American Express.

Damage or Claim Loss. ERS Wireless responsibility for damage or loss in transit of goods purchased ceases upon delivery of the goods in good condition to the carrier and the buyer assumes all risk of damage and loss in transit. Claims for errors, deficiencies or imperfections shall not be considered unless made within ten (10) days after receipt of the goods against which claim is made. All claims must be made in writing and must expressly refer to the appropriate bill of lading and factory order numbers.

Any goods claimed defective shall be subject to inspection by ERS Wireless. Goods will not be taken back and repaired or replaced except by permission of ERS Wireless.

Cancellations. Orders placed with ERS Wireless may not be cancelled without the express written consent of ERS Wireless. Approved cancellations will be subject to; reimbursement of all ERS Wireless costs and associated with the order, including shipping and restocking charges.

Product Changes. In the interest of continuous product improvement ERS Wireless or any Manufacturers represented by ERS Wireless may fill orders with goods having improvements or changes that are not shown in ERS Wireless' price catalogs or printed matter.

Warranty. New equipment sold by ERS Wireless carries the Warranty of the manufacturer unless otherwise stated in the contract. These products must be properly installed, cared for, and operated under normal conditions, with competent supervision, and in accordance with the manufacturer's installation, operating and maintenance instructions.

ERS Wireless will not be responsible for performance deficiencies of the System caused by ancillary equipment, not furnished by ERS Wireless, attached to or used with the System provided hereunder. Additionally, ERS Wireless will not be responsible for System performance where the functionality is reduced for reasons beyond ERS Wireless' control including but not limited to i) the construction of a building that adversely affects the microwave path reliability or RF coverage; ii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iii) Customer changes to load usage and/or configuration outside the parameters originally specified; iv) any other act of parties who are beyond ERS Wireless' control, including Customer or its employees, contractors, consultants, or agents.

Replacement parts purchased from ERS Wireless are warranted for a period of 90 days from date of invoice against defects in material and workmanship. Parts furnished by ERS Wireless on a warranty basis are warranted only to the expiration date of the warranty of the product they are a part of.

This warranty supersedes and is in lieu of all other warranties express or implied, and no person, agent, or Representative is authorized to give any additional warranty on behalf of ERS Wireless or assume for ERS Wireless any other liability in connection with any supplied product.

No warranty is given in connection with used products and equipment, or products or equipment altered or rebuilt, without ERS Wireless' or the manufacturer's written approval, unless otherwise specified.

General Indemnity. ERS Wireless agrees to indemnify and hold Customer harmless from all liabilities which may accrue against Customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by ERS Wireless' negligence, the actions or negligent inactions of ERS Wireless, or that of its employees, subcontractors, or agents while on the Customer's premises during the delivery, installation, or testing of the Communications System pursuant to this Agreement.

ERS Wireless indemnification of Customer under this section will be the full extent of ERS Wireless' Indemnification of Customer from liabilities that are in any way related to ERS Wireless' performance under this Agreement.

ERS Liability. ERS Wireless will use its best efforts to fill all orders given and accepted but it shall not be responsible or liable for delays or defaults occasioned by strikes, fires, floods, differences with workmen, accidents, the exercise of governmental authority, inability to obtain, or shortage of, materials, fuel, labor or transportation, for any reason, and all causes unavoidable or beyond ERS Wireless' control. ERS Wireless will not be responsible for any consequential damages arising from the installation or lack of performance of the equipment supplied on the face of this order.

Assignability. This Agreement may not be assigned by either party without the prior consent of the other party except that ERS Wireless may assign the Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. No assignment will release the assigning party from its obligations hereunder.

Title. Title of goods shipped by ERS Wireless will remain its property until full payment is received. ERS Wireless reserves the right to repossess all goods and remove without legal process, and that any payments which may have been made on account of same shall be retained by ERS Wireless as liquidated damages without prejudice to its right of recovery of further damage it may suffer from any cause.

Waiver. ERS Wireless' failure to object to provisions contained in the customer's order or any other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon ERS Wireless unless in writing and signed by an authorized officer of ERS Wireless.

Taxes. Any taxes that may be imposed upon the sale of the goods covered by this agreement, whether by Federal, State or Local Government shall be paid by the buyer in addition to the specified purchase price.

Proprietary Rights. All plans, specifications, drawings, and engineering data devised or designed by ERS Wireless shall remain the exclusive property of ERS Wireless and shall not be reproduced or altered excepting upon the written consent of authorized representatives of ERS Wireless.

Governing Law. This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in Ligonier, Indiana, Noble County.





[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



ERS Wireless

MOTOTRBO Digital Conventional Radio System Upgrade Proposal

Prepared For

Woodford County High School



Prepared By

Joe Johnson
Account Manager | ERS Wireless
jjohnson@erswireless.com | 859-248-1329





[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



April 29, 2026

Chris O'Bryan
Associate Principal
Woodford County High School
145 School House Rd.
Versailles, KY 40383

Thank you for your time and engagement throughout our recent discussions.

Based on our conversations, this proposal outlines a MOTOTRBO digital conventional solution designed to improve communication reliability, strengthen safety across your organization, and enable faster, more coordinated response.

This approach establishes a standardized, enterprise-grade radio platform that delivers clear, dependable voice communications, supports wide-area and multi-site connectivity, and enables real-time coordination across teams, locations, and critical events.

In addition to addressing your current operational requirements, this solution provides a scalable foundation aligned to your long-term technology roadmap—supporting future expansion, system integration, and evolving communication needs.

As a Motorola Solutions Ecosystem Partner, ERS Wireless delivers purpose-built and integrated platforms that align Detection, Communications, Operations, Alerting & Notification, and Connectivity—enabling a coordinated Detection → Communication → Response approach across mission-critical environments.

I look forward to reviewing this together and aligning on next steps.

Best regards,

Joe Johnson
Account Manager | ERS Wireless
jjohnson@erswireless.com | 859-248-1329





Solution Overview

MOTOTRBO is a **digital Land Mobile Radio (LMR) platform** that combines voice, data, and system intelligence into a unified communications ecosystem.

Built on the industry-proven platform from Motorola Solutions, this solution enables:

- Clear, consistent digital voice communications.
- Improved operational coordination and workforce efficiency.
- Scalable system architecture aligned to organizational growth.
- Integration readiness with dispatch, broadband, and safety system.

This proposal includes the installation of a single-site Motorola MOTOTRBO® digital conventional radio system. The system will consist of one repeater, duplexer, and battery backup equipment, all of which will be housed within an indoor equipment enclosure located in the penthouse on the roof.

Power for the radio equipment will be supplied from an existing electrical receptacle adjacent to the cabinet location. In the event that this receptacle is not operational, Woodford County Schools will be responsible for restoring power to the outlet or providing an alternative power source in the immediate area.

The system antenna will be mounted on the exterior wall of the penthouse using a standoff mount. Woodford County Schools will be responsible for providing the required wall penetration to allow ERS Wireless to route the coaxial cable to the exterior for completion of the antenna installation.

ERS Wireless will coordinate and obtain all required FCC licensing associated with the new repeater system.

This proposal also includes twelve (12) new Motorola SL3500e portable radios to replace and upgrade the existing radios. These radios are intended to enhance system performance while providing increased flexibility and scalability to support the future needs of Woodford County High School.

ERS Wireless will work closely with Woodford County High School to develop and implement a standardized programming template for both the portable radios and the repeater system.

Solution Value

- **Enhanced Safety**
 - Emergency alerting and lone worker capabilities.
- **Operational Reliability**
 - Independent, mission-critical communications platform
- **Scalability**
 - Flexible system architecture that grows with your organization
- **Future Integration**
 - Ready for integration with dispatch, broadband, and ecosystem solutions



Executive Summary

Current Challenges

- Limited reliability and coverage across existing communications.
- Fragmented communication between teams, departments, and locations.
- Inconsistent coordination during daily operations and critical response situations.

Operational Impact

- Delayed awareness and response to operational and safety events.
- Inefficient communication impacting productivity and coordination.
- Increased operational risk due to communication gaps and system limitations.

Future State

- Reliable, wide-area communication across all teams and locations.
 - Unified voice platform enabling real-time coordination.
 - Consistent, coordinated response during routine operations and critical events.
 - Scalable communications foundation aligned to long-term operational growth.
-

WHY ERS WIRELESS

ERS Wireless delivers integrated communications and safety solutions for mission-critical environments, backed by more than 75 years of experience.

What This Means for You

- **Reliable Performance** – Purpose-built digital communications designed for mission-critical operations.
- **Single Partner** – End-to-end design, deployment, and ongoing system support.
- **Scalable Platform** – Flexible architecture that evolves with your organization's needs.
- **Operational Alignment** – Solutions tailored to how your teams communicate and operate in the field.





[Insert ERS Address]
[City, State, Zip]
(800) 735-2989

www.erswireless.com



Proposal Acceptance

Total Contract Value

\$34,355.80

This investment represents a complete, turnkey deployment aligned to the scope defined in this proposal.

- Includes five (5) years of supporting ERS On-Site Essential Services, commencing upon project completion.

Authorization

Proposed By:

ERS Wireless

Approved By:

Woodford County High School

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Execution of this acceptance authorizes ERS Wireless to proceed with procurement, scheduling, and execution of the project in accordance with the Scope of Work and terms outlined herein.

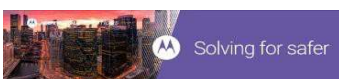
All referenced exhibits (Exhibits A, B, and C) are hereby incorporated into and made part of this Agreement.

Exhibits (Provided as Separate Attachment)

Exhibit A – System Components & Bill of Materials

Exhibit B – ERS Essential Services

Exhibit C – Scope of Work & Implementation





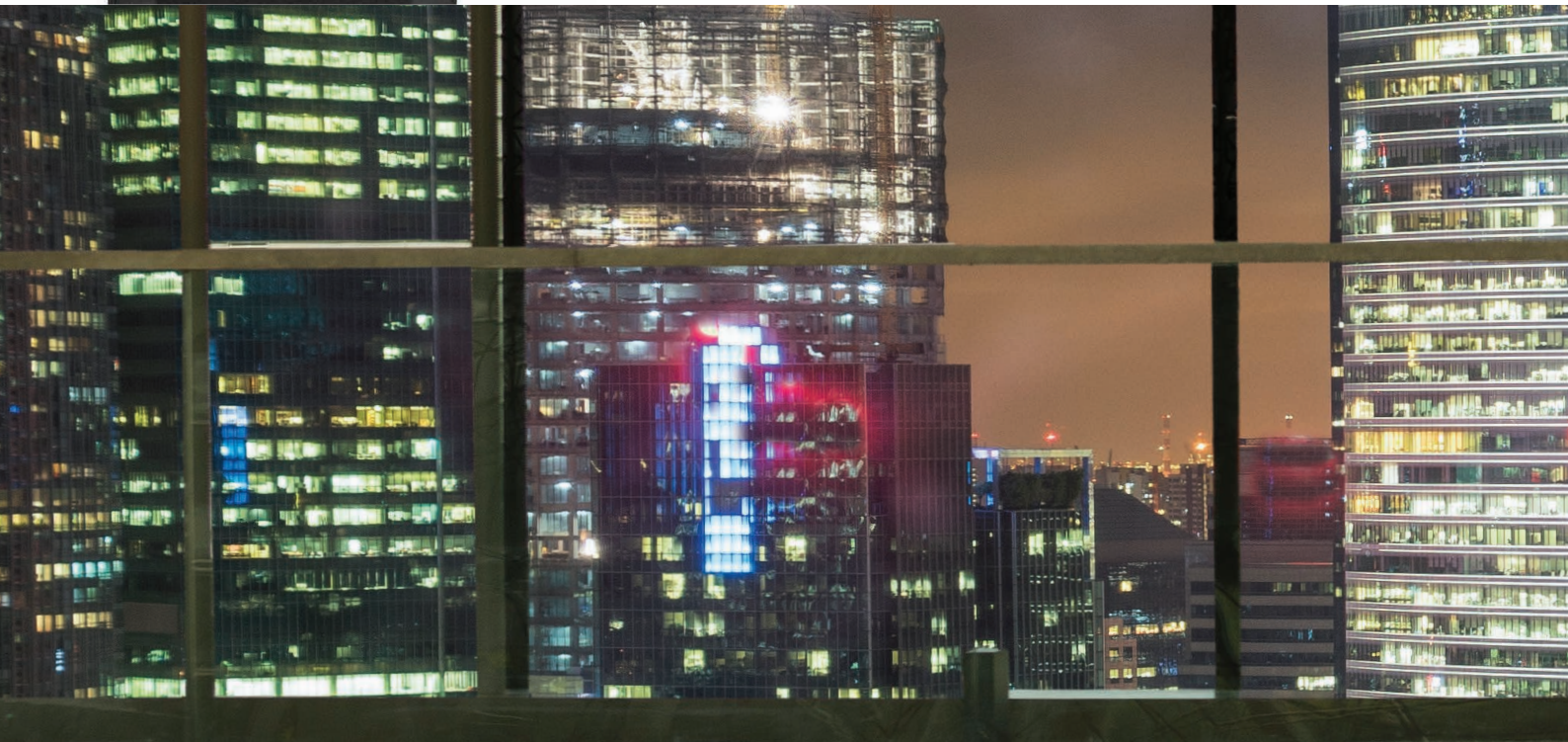
INSTANT COMMUNICATION, PROFESSIONAL STYLE.

MOTOTRBO™ SL3500e PORTABLE TWO-WAY RADIO





MOTOTRBO SL3500e PORTABLE TWO-WAY RADIO PERFECTLY SUITED FOR BUSINESS



YOUR BUSINESS RELIES ON INSTANT COMMUNICATION TO PROVIDE EXCEPTIONAL SERVICE. BUT YOU WANT A DEVICE THAT PROJECTS A SOPHISTICATED PROFESSIONAL IMAGE, NOT A BULKY ONE THAT GETS IN THE WAY.



KEY BENEFITS

- Beautifully designed
- Virtual keypad and display
- Bluetooth® connectivity
- Integrated Wi-Fi®
- Systems capable



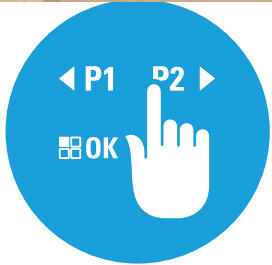
Slim and lightweight, the MOTOTRBO SL3500e portable two-way radio provides instant communication in a stylish and discreet design. It blends seamlessly with professional attire, allowing you to move freely. At the same time, it's durable and built to last.

The SL3500e is designed with a virtual keypad and display, giving you quick access to key radio functions along with information at a glance - all without compromising your style. Connect discreetly to Bluetooth® earpieces and sensors, maintaining a smart look.

Access Wi-Fi networks for over-the-air software updates. Or, if you work in a larger organization, use the radio on trunking systems that support both data and voice.

And the SL3500e is part of Team Communications, our unified workgroup communications solution that allows employees to communicate instantly, without boundaries, and with added intelligence across the entire organization.

The MOTOTRBO SL3500e portable two-way radio. Perfectly suited for business.



DISCREET PRODUCTIVITY

THE MOTOTRBO SL3500e PORTABLE TWO-WAY RADIO USES A VIRTUAL KEYPAD AND DISPLAY FOR DEVICE CONTROL AND STATUS MESSAGES, LIGHTING UP WHEN YOU NEED IT AND GOING DARK WHEN YOU DON'T.

It simulates the feel and responsiveness of a physical keypad, allowing you to customize the buttons to vibrate, sound a tone, or stay silent. And its two-line OLED display gives you important information at a glance, including battery life, signal strength, current channel, and scrolling messages.





SUITS YOUR STYLE

SLIM, LIGHTWEIGHT,
AND SOPHISTICATED,
THE MOTOTRBO
SL3500e PORTABLE
TWO-WAY RADIO
GIVES YOU INSTANT
COMMUNICATION -
WITHOUT THE BULKY
LOOK AND FEEL OF A
TRADITIONAL RADIO.

At just 23 mm, 0.9", it fits easily in your hand, or discreetly in a suit jacket or pants pocket. At only 193 grams, 6.7 oz, you can move freely and comfortably without being weighed down. Sleek and attractive, the SL3500e blends with business attire and enhances your professional look.





TALK HANDS-FREE

IN ANY PROFESSION
WHERE IMAGE MATTERS,
IT'S IMPORTANT TO
MAINTAIN A SMART,
ORGANIZED APPEARANCE.

The MOTOTRBO SL3500e portable two-way radio connects with wireless accessories such as Bluetooth earpieces, allowing you to keep your radio out of sight - but not out of touch. And as Bluetooth sensors become more prevalent in the workplace, the SL3500e is ready to work with your new devices and apps.



OVER-THE-AIR UPDATES

YOUR TEAM SHOULD SPEND TIME HELPING CUSTOMERS, NOT MANAGING RADIOS. WITH BUILT-IN WI-FI, THE SL3500e CAN BE UPDATED OVER-THE-AIR.

Instead of programming devices one by one, IT managers can save valuable time by sending updates to the entire fleet. No more connecting cables by hand. No more taking radios out of service.





READY FOR MORE

MOTOTRBO SYSTEMS ARE SCALABLE SO YOUR NETWORK CAN GROW WITH YOU.

The SL3500e supports conventional operation for single sites and IP Site Connect so you can link multiple locations into a single network. Or scale up to Capacity Plus for higher call capacity thanks to the efficient channel and spectrum usage of MOTOTRBO trunking.





UNITE YOUR TEAM

THE SL3500e IS
PART OF TEAM
COMMUNICATIONS,
OUR UNIFIED
WORKGROUP
COMMUNICATIONS
SOLUTION.

Team Communications allows employees to communicate instantly, without boundaries, and with added intelligence across the entire organization. Pair MOTOTRBO products with WAVE push-to-talk and other data solutions to enable machines, applications and people to connect seamlessly, helping bridge the gaps so work gets done faster.





PACKED WITH FEATURES





ACCESSORIES

MAKE THE MOST OF YOUR SL3500e WITH MOTOTRBO ACCESSORIES.

By spending countless hours in the field with customers, we've developed accessories that aren't just the most innovative. But also the most useful.



PMLN7190
Carry Holder/Holster
with Swivel Belt Clip



PMLN6074
Nylon Wrist Strap

CHOOSE FROM:

- Antennas - VHF or UHF
- Carry accessories
- Chargers - single and multi-unit
- Earbuds and earpieces
- Headsets

For a complete list of accessories, please visit www.motorolasolutions.com/SL3500e



For more information and a complete list of accessories, please visit:
www.motorolasolutions.com/SL3500e



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