

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII I **DATE:** August 26, 2024

TOPIC/TITLE: Approve Contracts

PRESENTER: Danny Adkins

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

BACKGROUND INFORMATION:

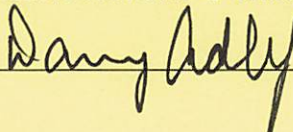
SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: MOA (Bluegrass Community and Technical College); MOA (Education and Labor Cabinet, Office of Vocational Rehabilitations and Commonwealth of Kentucky); Clinical Experiences Agreement (Campbellsville University); MOA (KEDC/Amber Sergent); Graduation Rentals (Goff Tents and Events); Lane Contract/Southside Sidewalk (Lane Construction); Electronic Platform for Athletic Record Keeping (Arbiter Sports); WCHS Music Theatre Contract (Music Theatre International); WCMS Musical Theatre Contract (Musical Theatre International).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



**2024-2025 Dual Credit
Memorandum of Agreement
between
BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE
and
Woodford County Public Schools**

I. Purpose

Providing secondary students with dual credit opportunities is a proven educational strategy with the capacity to complement and maximize the chance of success of our educational initiatives. Effective dual credit systems have an impact both at the secondary and postsecondary levels and provide an opportunity for collaboration. This agreement serves as an addendum to the Memorandum of Understanding (MOU) between the Kentucky Community and Technical College System (KCTCS) and the Kentucky Department of Education (KDE). **All policies established in the MOU shall be followed at all times.** The Dual Credit, Dual Credit Scholarship, and Work Ready Kentucky Scholarship policies shall be followed at all times. Participants are expected to know and follow current policies as well as all future versions thereof. The purpose of this Memorandum of Agreement (MOA) is to allow for local decision making, to permit customization, and to provide flexibility within the constraints of the MOU.

II. Dual Credit Courses

A dual credit course is a college-level course of study developed in accordance with KRS 164.098 in which a high school student receives credit from both the high school and postsecondary institution in which the student is enrolled upon completion of a single class or designated program of study. Developmental education and remedial courses are not eligible dual credit courses (in accordance with KRS 164.098). First Year Experience Courses are not eligible dual credit courses as they are not covered in the general education transfer policy and are not transferable between institutions.

It is up to Bluegrass Community and Technical College to determine the dual credit courses it will offer, as well as the location and/or the modality in which they are offered. Dual credit courses are Bluegrass Community and Technical College cataloged courses and approved through the regular course approval process. These courses have the same departmental designation, course number, title, and credits and adhere to the same course description and course content as those delivered on the Bluegrass Community and Technical College campus.

Dual credit courses offered by Bluegrass Community and Technical College are listed on the college's Dual Credit Course list. Students will only receive dual credit for courses included on the list. Bluegrass Community and Technical College is required to submit the course list to KCTCS in order for the courses to be programmed into PeopleSoft to allow students to be enrolled in new course offerings. New technical courses require KHEAA's approval for the Work Ready Dual Credit Scholarship. Students are expected to pay the dual credit tuition if KHEAA determines the course is not eligible for the scholarship. Courses can be added up until the CPE snapshot for each semester to ensure accurate data and enrollment. The deadlines are:

- Fall: October 30
- Spring: March 28
- Summer: August 13

Faculty liaison site visits will take place to ensure that courses offered at the high school are offered with the same rigor as those offered on the Bluegrass Community and Technical College campus. Bluegrass Community and Technical College will submit student final letter grades (standard college letter grades – A, B, C, D, E, W, F)

to the appropriate high school personnel for the dual credit courses offered. No numeric grade data will be submitted. High school faculty credentialed as college faculty teaching dual credit courses are responsible for recording grades in PeopleSoft within two business days after the end date of the college course.

Dual Credit courses should be meaningful to students and the pathway in which they are enrolled. Dual credit courses should be useful for students when they transfer to postsecondary institutions and count towards the credential they are working towards.

Per Southern Association of Colleges and Schools Commission on Colleges policy, Bluegrass Community and Technical College must maintain control over dual credit classes. This includes:

- Determining student eligibility for admission to dual credit courses
- Managing and overseeing the registration process
- Determining which courses are offered as dual credit
- Ensuring students follow college admissions and academic policies
- Selecting qualified instructors based on an evaluation of credentials
- Ensuring appropriate syllabi, curriculum, and student learning outcomes are used
- Determining the textbook and learning resources for the dual credit class
- Providing the student the opportunity to evaluate the instructor

III. Professional Development for High School Instructors

High School instructors new to teaching dual credit are required to attend an orientation to learn about the dual credit program, academic policies, instructional information, email, BlackBoard, and other relevant information. Current instructors are expected to attend discipline-specific and other PD sessions as needed to stay current about school policies and the dual credit program.

IV. Student Fees and Payments

Tuition for a dual credit course is set by KRS 164.786. Colleges cannot charge eligible dual credit students anything more than the dual credit tuition rate ceiling per credit hour, including fees.

While the tuition rate for dual credit and prevention of charging fees is non-negotiable, other expenses are appropriate for negotiation with Woodford County Public Schools concerning dual credit students. These include, but are not limited to, the following:

- Cost of textbooks, digital content, and/or eResources;
- Liability or insurance charges;
- Barnes and Noble charges; and
- Classroom consumables.

The college and school district should identify the expenses that support course instruction and identify which party is responsible for covering the costs in Appendix A. Textbooks, digital content, or eResources are required for most courses. Additionally, there are charges associated with operating a college course (e.g., Professional liability insurance, KNAT testing charges, etc.). Dual credit Professional Development costs for district faculty are the responsibility of the district.

V. Payment of Unsuccessful Completion of the Kentucky Dual Credit Scholarship

The Kentucky Higher Education Assistance Authority (KHEAA) is the agency responsible for administering the Dual Credit Scholarship (DCS) program. Students are eligible to receive the DCS for two successfully completed dual credit courses in their junior and senior years. KCTCS is required to return fifty percent (50%) of the dual credit tuition rate for students who do not successfully complete a DCS course to KHEAA. A student is unsuccessful if they do not receive a D- or higher in the college course and the secondary course. Postsecondary grades I, E, and W are not considered successful completion. In the event that KCTCS must return 50% of the

dual credit tuition rate for unsuccessful course completion, KCTCS cannot charge students to recover the cost of the returned tuition.

Indicate who is responsible for negotiated costs related to unsuccessful students:

College: _____

Secondary Institution: Woodford County Public Schools

VI. Roles and Responsibilities

Per the Dual Credit policy, the high school will provide accommodations for students who enroll in courses at the high school according to the student’s plan. For courses taken at the college, the high school must notify the college that students may be entitled to accommodations.

VII. FERPA

The requirements for high school and college students under the Family Educational Rights and Privacy Act (FERPA) of 1974 are different for college and high school students. Generally, college students need to give permission to release any information about their college record, including grades and course progress, to their parents and guardians. Bluegrass Community and Technical College will collect consent from dual credit students when they enroll in courses authorizing the college to provide the high school with their student records up until six months after the final enrollment in dual credit course work. Parents and guardians may review that information as part of the student’s high school record.

VIII. Approvals

Any additional negotiated items that do not conflict with the state MOU must be included in this MOA between Bluegrass Community and Technical College and Woodford County Public Schools. The contact and signatory person for negotiations and MOA is the college president/CEO.

The agreement should be signed by July 31, 2024, and is effective with signatures below for the 2024-2025 academic year. A copy of the executed MOA shall be submitted to the KCTCS Provost Office.

Danny Adkins, Superintendent
Woodford County Public Schools

Date

Dr. Greg Feeney, President/CEO
Bluegrass Community and Technical College

Date

Appendix A Expenses

Use the table below to indicate who will be responsible for what expense. Add columns and rows as needed.

Expense	Responsible Party		
	College	Local School District	Student
Costs of textbooks, digital content, and or eResources.			✓
Expenses above any standard course expense (e.g. KNAT Testing and liability insurance).			✓
Remaining 50% of the per credit hour tuition after the KY/KHEAA Dual Credit and Work Ready scholarships have been applied (if applicable).			✓
Dual Credit Instructors are responsible for verifying their roster in PeopleSoft. The high school will be responsible for remaining 50% tuition if a student was enrolled after the CPE snapshot (Fall – November 1 st & Spring – March 30 th) and missed out on a scholarship due to late enrollment.		✓	
Provide the College with District SB 150 policy relevant to dual credit course offerings by August 1, 2024.		✓	
Distribute and collect parental permission for applicable courses under the district SB 150 policy. Confirmation of collected parental permission for dual credit students will be communicated to the BCTC Dual Credit Office by the start of the BCTC semester.		✓	
Provide Schools with syllabus of course requiring parental permission 3 weeks before the course starts.	✓		

**Terms and Conditions for
MEMORANDUM OF AGREEMENT
Between
The Commonwealth of Kentucky, Education and
Labor Cabinet, Office of Vocational Rehabilitation
and
WOODFORD COUNTY BOARD OF EDUCATION**

This Memorandum of Agreement (“MOA”) is entered into, by and between the Commonwealth of Kentucky, Education and Labor Cabinet, Office of Vocational Rehabilitation, (“OVR” or “Commonwealth”) and WOODFORD COUNTY BOARD OF EDUCATION as the Local Education Authority (“LEA”) to establish an agreement for the Community Work Transition Program (“CWTP”).

This MOA is effective from July 1, 2024, through June 30, 2025.

I. Scope of Services

The CWTP Vocational Rehabilitation (“VR”) program is designed to assist OVR “eligible” and “potentially eligible” students with disabilities who have identified work as a desired post-school outcome and have demonstrated a need for assistance to transition from high school to employment. The primary goal of this program and all services provided is to improve the transition of students with disabilities into competitive integrated employment prior to high school exit. Additionally, program goals are to provide exposure and experiences in career and employment opportunities in order to improve transition into postsecondary education and training. Students who may be considering sheltered work facilities earning a sub-minimum wage post high school may also participate in CWTP for experiential work opportunities.

Transition Services and Pre-Employment Transition Services (Pre-ETS) are the two components of the CWTP that can be utilized. Transition Services include a set of services that assist the student directly with job search and placement prior to high school exit. Transition Services are typically provided to 11th and 12th grade students who intend to obtain employment prior to high school exit. These transition services are also available to students through grade 14. Pre-ETS may be provided to students regardless of grade or desired post-school outcome. Pre-ETS, as the earliest set of services available, are most beneficial to students in the early stages of employment exploration and exposure. These services are short-term in nature and designed to help students identify career interests. Transition services are required to be provided whereas Pre-ETS are optional.

A. LEA shall:

1. Complete and submit a CWTP application to OVR and the University of Kentucky Human Development Institute ("HDI") expressing LEA's intent to participate in CWTP for the upcoming school year.
2. Hire an Employment Specialist (ES), who shall follow the requirements of the program, with the following minimum requirements for employment:
 - a. High school education or equivalent;
 - b. Minimum two (2) years' experience working with individuals with disabilities;
 - c. Significant knowledge of jobs in the community;
 - d. Good written and oral communication skills; and
 - e. Knowledge of the OVR resources in the LEA's area, the partners, and the available programs for youth.
3. Ensure the ES attends the CWTP annual mandatory training provided by the HDI. It is strongly encouraged that other school staff involved in the CWTP attend annual trainings as well (e.g., ES's direct supervisor, primary contact). Through HDI's annual training, staff are appropriately trained on the most current, approved methods of service delivery as described in OVR's CWTP Procedures Manual. Invoices will not be accepted by OVR from LEA personnel who have not attended the annual mandatory training.
4. Ensure each CWTP ES identified on the annual CWTP application shall be allowed release time to attend mandatory scheduled trainings.
5. Ensure the ES receives a copy of this MOA to provide a comprehensive understanding of the requirements of the contract and their roles and responsibilities.
6. Ensure students have available transportation to participate in the activities of the CWTP.
7. Actively partner with HDI to attend additional trainings/meetings provided by HDI in order to develop and implement support plans if the CWTP fails to achieve expectations; and construct timetables to address individual program needs should the quality of services require improvement.

8. Demonstrate progress toward meeting the goals of support plans within the designated timetables. Should the support plans be unsuccessful, as defined by their individualized expectations, the LEA shall not be eligible to participate in the program for at least one (1) year.
9. Allow HDI access to provide individual program evaluations, program audits and technical support, as necessary.
10. Ensure the CWTP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI by the end of the school year.
11. Provide the ES a private space for confidential discussions with the students, a locking file cabinet for maintaining confidential information, and computer access with internet to allow for creation of work product, such as forms, resumes, applications, labor market research, etc.
12. Make a request for a service exception to the OVR Administrator prior to making a service exception for a student.
13. Provide quarterly student Infinite Campus grade/progress reports to OVR for eligible CWTP consumers/students. Grade/Progress Reports may be submitted directly to the OVR counselor.
14. Retain student documents and reports generated from the provision of CWTP services for a minimum of 3 years after this MOA ends and the final financial report is submitted or until all audit questions are resolved, whichever is later. (See Records section under the Additional Terms and Conditions.) Documents and reports include, but are not limited to: Pre-ETS Referral Form, Comprehensive Vocational Assessment ("CVA") Student Activity Reports, CVA Report, Job Development/Job Coaching Planning Meeting Report, Job Development/ Job Coaching Reports, Job Placement Reports, Employment Follow-Up Reports, Exit Planning Meeting Reports, Supported Employment Consultation Meeting Reports, Pre-ETS activity reports.
15. Provide CWTP Transition Services (required) and Pre-ETS (optional) with a Vocational Rehabilitation focus and in a manner that does not supplant any school-based instructional programs deemed the responsibility of the LEA through the Individuals with Disabilities Education Act ("IDEA").
16. Provide CWTP Transition Services to students in their final two years of high school (typically 11th and 12th grade through grade 14 when applicable). Maximum number of Transition Services students per ES should not exceed 12.

17. Refer Potentially Eligible students to the OVR counselor in order to apply for VR services. These students have expressed the goal of employment prior to high school exit and have demonstrated the need for individualized transition services in accordance with their Individualized Education Plan (“IEP”).
18. Ensure the completion and submission of all required documentation to OVR and as described in CWTP Procedures Manual. Required documentation shall include:
 - a. Completed Pre-ETS Referral Form;
 - b. A copy of the student’s IEP, 504 plan, or disability documentation;
 - c. Monthly notes with an accurate accounting of services provided and supporting documents maintained;
 - d. Comprehensive Vocational Assessment, CVA Activity Notes, Job Development/Job Coaching Planning Meeting, Job Development/Job Coaching Monthly Reports, Exit Planning Meeting Report, Job Placement Report, and Employment Follow-up Report, Supported Employment Consultation Meeting Report (when applicable), Positive Personal Profile Report (when applicable), Family Interview Report (when applicable).
19. Ensure the ES has authorizations prior to providing transition services.
20. Ensure the ES will work with each student authorized and will ensure the mandatory components of the program are provided to remain a CWTP. The ES shall maintain accurate records and provide the authorized services to the maximum extent possible for a successful program in providing a variety of opportunities to the students referred.
21. Complete a Comprehensive Vocational Assessment (“CVA”) for students determined eligible for OVR services. The CVA shall be used to determine a student’s unique strengths, resources, priorities, concerns and abilities, and interests as they relate to post-school activities and employment in order to establish an appropriate vocational goal and future training needs. The report shall include information to describe the nature of ideal work tasks, co-workers, and work setting as well as student preferences and contributions.
22. Obtain information for the CVA in part by conducting activities (minimum of 10 hours up to 20) with the student. Time should be spent conducting activities at work or employment sites in the community with the student. These activities are used to ensure the assessment process provides thorough content for the CVA. During the CVA completion process, CVA Student Activity Reports shall be submitted by the 5th of each month to OVR.

23. Conduct a Job Development/Job Coaching Planning Meeting to plan job development/job coaching activities for a student.
24. Provide Job Development/Job Coaching activities as determined appropriate for a student during the Job Development/Job Coaching Planning Meeting and according to the student's Individualized Plan for Employment ("IPE"). Job Development (searching for employment) begins after the Job Development/Job Coaching Planning Meeting. Job Coaching begins after the student obtains employment.
25. Ensure the ES provides individualized, weekly Job Development/Job Coaching activities in the community for the expressed purpose of the student attaining (Job Development) and maintaining (Job Coaching) employment prior to exiting high school.
26. Conduct an Exit Planning Meeting to define the steps to be taken after graduation/exit in order to ensure a student's successful transition to post-school activities and future employment needs. The ES shall ensure this meeting takes place within the final quarter of the student's last year of high school.
27. Submit to OVR a Job Placement Report once a student is employed in a competitive and integrated setting that meets the guidelines and vocational goal of the student's IPE. Job Placement Report is due the day after the student's high school exit. OVR will not issue payment for monthly progress notes after the Job Placement Report is submitted. The LEA is not eligible for job placement payment if the student does not attain employment prior to exiting high school.
28. Submit an Employment Follow-Up Report to OVR for a student as follows:
 - a. 30-day report if the student maintains successful employment for 30 days. The LEA is eligible for payment for employment follow-up when a student maintains stable employment. Stable employment is considered: competitive integrated employment, where the student is satisfied with their employment, the employer is satisfied with the student and there is no risk of termination or write-up, the student has any needed extended services in place, has worked consistent hours, works for a secure business, and is in good standing with the employer for at least 30 days after exiting high school.
 - b. The LEA is not eligible for follow-up payment if the student does not attain employment prior to exiting high school.
29. Ensure compliance with state and federal law, and requirements from the U.S. Department of Labor regarding student wages.

If LEA elects to provide Pre-ETS, the LEA Shall:

30. In accordance with the Workforce Innovation and Opportunity Act (“WIOA”) Section 113(A), provide Pre-ETS only to students with disabilities in need of such services who are ‘eligible’ or ‘potentially eligible’ for OVR services. Pre-ETS, shall not be provided until the LEA has received prior authorization from OVR for the individual student. OVR approval of the Pre-ETS referral and approval in Pre-VR will serve as the authorization for provision of Pre-ETS.
31. Refer students with disabilities to OVR for Pre-ETS provision and include with referral the student’s IEP, 504 plan or disability documentation.
32. Utilize the Pre-VR System for data exchange of Student Information, including Referral Forms, Documentation of Disability, services provided, hours, group size, activity notes, and outcomes.
33. Enter Pre-ETS activity documentation into the Pre-VR system to include:
 - a. Date that service occurred;
 - b. Amount of time spent in direct service to the student;
 - c. Which category of the 5 Pre-ETS were performed (i.e., Job Exploration Counseling, Work-Based Learning Experiences, Workplace Readiness Training, Instruction in Self-Advocacy, or Counseling on Opportunities for Enrollment in Postsecondary Education); and
 - d. A progress note that specifies the activity performed within the Pre-ETS category.
 - a. An outcome note that specifies the *individualized details* for the individual student as it pertains to the activity performed.
34. Ensure that no less than 20% of students receiving Pre-ETS through CWTP apply for OVR services each year.

B. OVR shall:

1. Ensure the OVR counselor determines that CWTP Transition Services are appropriate for the student based on the following criteria:
 - a. Prior to implementing CWTP Transition Services, student must be determined eligible for OVR services and have a significant disability;

- b. Student must require services from an ES in order to obtain and maintain employment;
 - c. The student and parent/legal guardian have expressed a desire for the student to get a job in the community and be in the program;
 - d. There is time in the student's schedule to allow for community activities;
2. Have the final authority to decide whether a student may continue in CWTP and/or what services are appropriate.
3. Provide fee-for-service reimbursement to the LEA for Pre-ETS and Transition Services provided by the LEA, pursuant to the rates and requirements set forth in the Invoicing section of this MOA.
4. Review student referrals, IEP, 504 plan and/or disability documentation to determine if a student is "potentially eligible" for Pre-ETS prior to the start of Pre-ETS provision. Review IEP, 504 plan and/or disability documentation to determine eligibility for other OVR services (e.g., CWTP Transition Services, OVR vocational guidance and counseling).
5. Review invoices and supporting documentation prior to processing for payment to ensure completeness of data, ensuring invoices are accurate and reflect those services initially authorized for each student match service sessions listed.
6. Authorize all CWTP services prior to service provision, as OVR determines necessary, through the OVR Case Management System ("CMS") or Pre-VR system, as services are needed.
7. Monitor authorizations and invoices for the provision of Pre-ETS and Transition Services. If it is determined that a LEA has not provided sufficient Transition Services to new and current CWTP Transition Services students by January of the school year, OVR may temporarily cease the provision of Pre-ETS until transition services are implemented.
8. Ensure OVR counselor authorizes for CWTP transition services in accordance with the OVR policies and procedures manual.
9. Assure the student is in receipt of career counseling and information, referral for services to Federal and State programs, and other resources in the individual's geographic area that offer employment-related services and supports designed to enable the individual to explore, discover, experience, and attain competitive integrated employment.
10. Ensure all applicable OVR policies and procedures are maintained statewide.

11. Ensure all parties involved with CWTP are appropriately trained and provided with support from OVR and HDI as needed.
12. Review CWTP mandatory training components on a yearly basis.
13. Provide guidance and technical assistance to LEA.
14. Ensure LEA expenditures are appropriate, solely for OVR consumers and deemed appropriate for the program.
15. Assign a minimum of one (1) VR Counselor to each LEA participating in the CWTP. The VR Counselor shall provide guidance to the ES on developing an appropriate unique goal for each student participating in the program. The VR Counselor shall authorize approved services and maintain all supporting documentation received and approved prior to payment of requested funds. In the event that the VR Counselor position assigned to the LEA becomes vacant, the VR local manager or a designee, in coordination with the VR Assistant assigned to the CWTP, shall continue the program until the VR Counselor position is filled.
16. Meet with “eligible” students, parents/guardians, the ES and/or involved staff on a regular basis and as needed to effectively plan and implement a successful CWTP transition program.
17. Provide guidance and support to the ES in the provision of approved services, as well as provide feedback on labor market trends, necessary employment skill development, and disability related intervention strategies for the unique needs of the individual consumer in order to develop a customized program.
18. Ensure VR Counselors use the CVA report to determine a student’s vocational goal when writing or amending the IPE.
19. Ensure VR Counselors attend the Job Development/Job Coaching Planning and Exit Planning Meetings to plan unique, vocationally relevant activities for students.
20. Ensure VR Counselors refer students for supported employment, as appropriate based on student need, by at least the third quarter (Q3) of students’ senior year (12th grade) or year of exit.
21. Develop IPEs for students, when appropriate, noting the need for CWTP transition services, and provide services in accordance with IPEs.
22. Ensure VR Counselors amend IPEs, as needed during students’ exit planning meetings, to more clearly identify services required for attaining a successful transition and employment outcome.

23. Review required documentation of approved services which are provided by the LEA and pay the LEA at the established rate, per Invoicing section below, within 30 days of receiving satisfactorily documented services, as determined by the VR Counselor.
24. Monitor program expenditures by VR Counselors for services approved under this MOA.
25. Ensure assigned VR Counselors attend CWTP trainings provided by HDI.
26. Review the need for and ensure the provision of assistive technology when students are in an employment setting, when applicable.
27. Provide Social Security Benefits Planning, when applicable.
28. Refer for adult services, such as independent living, when applicable.

II. Budget and Invoicing

A. Transition Services Authorizations and Reporting

CWTP Transition Services shall not be provided until the LEA has received prior authorization via an OVR Authorization Form. OVR will authorize all Transition Services determined prior to provision to be necessary through the OVR Case Management System. Transition Services will be authorized on a quarterly basis. Each of the following Transition Services require an authorization prior to the service being provided.

The LEA shall provide reports associated with the corresponding Transition Services that are provided:

- a. **Comprehensive Vocational Assessment:** in accordance with the review and submission process in the CWTP Policy & Procedure Manual, the CVA Report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$1,200.00 per approved CVA Report.
- b. **CVA Activities:** During the CVA process, activities should be conducted with the student at work or employment settings in the community. These activities are used to ensure the assessment process provides thorough content for the CVA. Reports shall be submitted monthly until the final CVA report is completed and submitted. CVA Activity Reports are due by the 5th of the month following provided services. All CVA Activity hours (minimum of 10 up to 20 hours maximum) should be completed, documented, and submitted to OVR prior to the CVA being

completed for submission. This service fee shall be billed at \$50.00 per hour at a minimum of 10 hours with a maximum of 20.

- c. Positive Personal Profile (PPP) Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, this optional report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$100.00 per approved PPP Report.
- d. Family Engagement Interview (FEI) Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, this optional report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$100.00 per approved FEI Report.
- e. Job Development/Job Coaching Planning Meeting Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$300.00 per approved Job Development/Job Coaching Planning Meeting Report.
- f. Monthly Job Development/Job Coaching Report: Job Development Job Coaching monthly reports for Transition Services are due by the 5th of the month following provided services. Monthly Reports include Job Development/Job Coaching activity. Services shall be completed within the quarter authorized. In accordance with the review and submission process in the CWTP Policy and Procedure Manual, monthly reports shall be submitted on or before the 5th of the month following provided services. Invoices shall be submitted on or before the 5th of the month following the quarter. This service fee is billed at \$50.00 per hour, with a maximum of 30 hours billable per quarter.
- g. Supported Employment Consultation Meeting Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$300.00 per approved Supported Employment Consultation Meeting Report.
- h. Exit Planning Meeting Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$300.00 per approved Exit Planning Meeting Report.
- i. Job Placement Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$1,500.00 approved Job Placement Report.

- j. Employment Follow-Up Report: in accordance with the review and submission process in the CWTP Policy & Procedure Manual, the report and invoice shall be submitted as soon the 30 days of follow-up services are completed. This service fee shall be billed at \$200.00 per approved Employment Follow-Up Report.

B. Pre-ETS Authorizations and Reporting

LEA shall not begin services prior to student approval in the Pre-VR System. OVR approval in Pre-VR will serve as the authorization for the provision of Pre-ETS. Pre-ETS provided by the LEA without prior approval will not be paid. OVR shall authorize on a yearly basis for each student and pay the LEA the following for Pre-ETS provided.

Fees:

- a. One (1) student billed at \$90.00 per hour.
- b. Two (2) students are billed at a \$48.60 (per student) hourly rate for a total of \$97.20 per hour.
- c. Three (3) students are billed at a \$36.90 (per student) hourly rate for a total of \$110.70 per hour.
- d. Four (4) students are billed at a \$29.70 (per student) hourly rate for a total of \$118.80 per hour.
- e. Five (5) to ten (10) students are billed at the base rate per hour with a total of \$150.00 per hour.
- f. Eleven (11) to twenty (20) students are billed at the base rate per hour with a total of \$200.00 per hour.
- g. Twenty-one (21) or more students require an exception request to be sent to and approved by the OVR CWTP Administrator prior to provision of services. Groups of students with disabilities should be kept small to ensure students have the support they need in order to participate in services. However, there may be occasions where it is appropriate for larger groups to participate in Pre-ETS. The LEA shall seek written approval from OVR prior to conducting group activities with more than twenty-one (21) students. All such proposals must ensure that all grant costs are necessary, reasonable, allocable, and allowable under state and federal law."

Reporting:

- a. LEA will submit service hours, activity notes and outcomes through the Pre-VR System by the 5th of the following month. Service hours cannot be entered after the 5th. Example: Service hours provided in September are required by the 5th of October.
- b. Pre-ETS Coordinators will review hours, activity notes and outcomes by the 15th of the month. Example: Services provided in September, submitted by the 5th of October, will be reviewed by the 15th of October. NOTE: If activity notes and/or outcomes are insufficient, Coordinator may request additional information or not approve service hours.
- c. Approved services will appear on the Approved Services reports in the Pre-VR system after the 15th of each month.

Pre-ETS Invoicing:

- a. Provider shall use the Approved Services reports to create invoices, which shall be submitted to OVR by the last day of the month but no earlier than the 16th of the month. Invoices and supporting documentation/reports shall be emailed to OVRInvoices@ky.gov. Example: Services provided in September, approved in October, shall be invoiced by October 31st. Billing shall be submitted in 15-minute increments (e.g., .25, .50, .75, 1.00, etc.).
- b. If no reimbursement is required during a specific month, the LEA shall send email notification to Beth.McDaniel@ky.gov stating no reimbursement is requested for said month.
- c. Invoices shall contain the following elements legibly printed on the invoice:
 1. LEA name and address; (e.g., Board of Education Name)
 2. Reference to OVR (e.g., "Bill to: OVR");
 3. Unique Invoice Number;
 4. Invoice Date; (e.g., date invoice is submitted)
 5. Dates of service in which services were provided (e.g., "September invoice Dates of Service 09/01/2024-09/30/2024");
 6. Description of services provided; (e.g., Self-Advocacy, Job Exploration, etc.);
 7. Invoice breakdown, per line item (e.g., "2.00 hours, Self-Advocacy"); and
 8. Invoice total

NOTE: If discrepancies exist, corrective action may include discussion with the LEA to ensure all service sessions are appropriate and accurate. If discrepancies are unable to be reconciled, this shall result in reduction or denial of claim voucher. The

LEA shall be required to submit a corrected claim within ten (10) calendar days. OVR shall document and provide specific issues in writing to the LEA.

III. Points of Contact

OVR Contact:

Vocational Rehabilitation Administrator
Mayo-Underwood Building
500 Mero Street
Frankfort, KY 40601
502-782-3356
beth.mcdaniel@ky.gov

LEA Contact: (Job Title, Mailing Address, Phone, Email or Inbox Address)

Tracey Francis
Director of Special Education
330 Pisgah Pike
tracey.francis@woodford.kyschools.us
8598794600

IV. Monitoring

Per 2 CFR 200.329, OVR shall monitor the performance of the Contractor as necessary and in accordance with regulations to ensure Contractor compliance with all the requirements of this MOA, including timeframes and performance goals.

A. Audit

OVR will conduct periodic unannounced and announced programmatic and administrative monitoring to assess the Contractor's compliance with this MOA and any applicable federal and state laws, and agency policies and procedures. The Contractor shall permit persons duly authorized by OVR to inspect any, but not limited to:

1. Records;
2. Documents (Physical and Electronic);
3. Facilities; and
4. Inventory.

OVR may also interview any clients and employees of the Contractor under such conditions as OVR deems appropriate.

B. Documentation Review

Contractor must supply any document required by or referenced in and consistent with this MOA in either paper or electronic form, and any such version shall be sufficient for all purposes under this MOA.

C. Risk Assessment

During the term of this MOA, the Contractor agrees to provide documents and information to facilitate OVR's monitoring risk assessment process. The Contractor further agrees to comply with the requirements, requests, and results of OVR's risk assessment, including participation in monitoring events. Failure to comply with this may result in termination of the MOA.

V. Additional Terms and Conditions

1. Modifications or Amendments

Proposed amendments, modifications, or revisions to this Agreement may be made at any time by either party but shall become valid and effective only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

2. Choice of Law and Forum Provisions

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this Agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

3. Pricing/Payments to Recipient

OVR shall, in accordance with the provisions of this Section, pay Contractor as set forth below:

- a. For performance of the services specified herein, OVR agrees to pay Contractor pursuant to the terms set forth in the Budget.
- b. The schedule of payment to the Contractor shall be as set forth above, on actual services rendered and sent to OVR for the total direct and indirect funds authorized for support of program work performance during the fiscal year or years set forth in this agreement. Invoices should be sent electronically to: OVRInvoices@ky.gov
- c. Payment: The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

i. Advance, Interim, and Final Payments

Any advance payment allowed under this Agreement shall comply with Commonwealth Fiscal Rules and be made in accordance with the provisions of this Agreement. Recipient shall initiate any payment request by submitting standard invoices to the Commonwealth. Payments shall be made on a reimbursement basis. Recipient may request payments monthly; however, the reimbursement amount for each request shall be no less than \$1,000 unless it is a request for final payment.

ii. Preliminary or Pre-Agreement Costs

Certain preliminary costs for services, incurred by Contractor prior to the execution of the award, may be reimbursable or included as part of allowable in-kind contributions. To be eligible, such costs shall be disclosed to the Commonwealth as preliminary and shall be subject to the cost principles set out in 2 CFR Part 200.

iii. Available Funds-Contingency-Termination

The Commonwealth is prohibited by law from making fiscal commitments beyond the term of the Commonwealth's current fiscal year. Therefore, Contractor's compensation is contingent upon the continuing availability of Commonwealth appropriations. If federal funds are used with this Agreement in whole or in part, the Commonwealth's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the Commonwealth's liability for such payments shall be limited to the amount remaining of such encumbered funds. If Commonwealth or Federal funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Commonwealth may immediately terminate this Agreement in whole or in part without further liability in accordance with the provisions herein.

iv. Use of Funds

Pursuant to 2 CFR 200.420 to 200.475, funds shall be used only for eligible costs identified in the Budget.

4. Confidentiality

Personnel employed by OVR, and the Contractor, assigned to provide cooperative services to participants with disabilities will have access to confidential information that has been provided through the appropriate legal procedures of the respective agencies. No information will be re-released by either party without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law. Any request or demand by a third party for OVR records and information in the possession of Contractor shall be immediately forwarded to the OVR's principal representative.

All parties agree that any consumer information disclosed by OVR to the Contractor pursuant to this agreement is confidential pursuant to 34 CFR 361.38, and any and all other relevant and applicable federal and state statutes and regulations. Disclosure of any consumer information covered under this agreement to any party unauthorized by OVR to receive said information may result in immediate termination of this agreement any and all other relevant and applicable penalties and sanctions to the disclosing party. Contractor shall hold any Protected Health Information strictly confidential and, if applicable, comply with all law governing the use and disclosure of such information as relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

a. Notification

Contractor shall notify its Agent, Employees, Subcontractors, and assigns who may be exposed to OVR records and confidential information that each is subject to the confidentiality requirements set forth herein and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

b. Use, Security and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way except as authorized by this Agreement or approved in writing by the Commonwealth. Contractor shall provide and maintain a secure environment that ensures confidentiality of all OVR records and other confidential information wherever located. Contractor shall comply with KRS 61.931-934 and is required thereunder to implement, maintain, and update security and breach investigation procedures appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices referenced in KRS 61.932(1)(b), and that are reasonably designed to protect the personal information from unauthorized access, use, modification, disclosure, manipulation, or destruction. In the event Contractor suffers a suspected data incident or suspected data security breach relating to the personal information in its possession, Contractor shall notify OVR pursuant to KRS 61.932(2)(b), and Contractor shall be responsible for the costs of the notification and investigation required under KRS 61.933.

5. Fiscal Controls

The Contractor will utilize those fiscal controls and fund accounting procedures as may be necessary to ensure proper disbursement of and accounting of all funds disbursed to the Contractor by OVR. Those controls and procedures must be sufficient to permit preparation of reports required by laws authorizing the grant of said funds, and sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable laws.

6. Records

a. Retention

The Contractor shall maintain all records for three (3) years after the Agreement ends and the final financial report is submitted or until all audit questions are resolved, whichever is later.

b. Type of Records

The Contractor shall maintain records related to this agreement that fully disclose and document:

- i. The amount and disposition by the Contractor of all funds received by it from the Commonwealth;
- ii. The total cost of the project or undertaking in connection with the project with which the funds are given or used;
- iii. The amount of that portion of cost of the project supplied by other sources;
- iv. All expenses, including payroll records, to ensure that costs reported on invoices are allowable, allocable, and reimbursable costs under the award; and,
- v. How the Contractor has separated grant expenditures in order to properly allocate costs to existing grants and ensure compliance with the requirements of the award.

7. Conflict of Interest

- a. All employees or representatives of the Contractor shall comply with all applicable state and federal laws, regulations, and policies regarding conflicts of interest. The Contractor shall immediately disclose to OVR any conflict of interest that it become aware of.
- b. The Contractor shall include the substance of this Section in all subcontracts.

8. Audit

- a. The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- b. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by OVR. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00am to 4:30pm, local time, Monday through Friday.
- c. The Contractor shall also provide OVR with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- d. If the Contractor is a non-profit organization, state, or local government as defined in OMB Circular A-133 (now 2 CFR §§ 200.64, 200.70 and 200.90), as revised, and in the event that the Contractor expends \$750,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-

specific audit conducted in accordance with the provisions of OMB Circular A-133 (now 2 CFR § 200.501).

- e. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- f. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Contractor shall be held liable for reimbursement to OVR of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after OVR has notified the Contractor of such noncompliance.
- g. If the Contractor is subject to Single Audit requirements, the Contractor shall have either all audits completed by an independent certified public accountant (IPA) who shall be a certified public accountant, or a public accountant licensed under applicable Kentucky laws. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to OVR no later than seven (7) months from the end of the Contractor's fiscal year.

9. Subcontracting

The Contractor agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of OVR. If said consent is given, the Contractor agrees that all requirements of the Agreement shall also be applicable to Subcontractors and that the subcontractors shall be required to report to the Contractor in a manner that will meet the Contractor's reporting requirements to OVR. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Agreement's terms as if the Contractor rendered such performances rendered.

10. Erroneous Payments

At the Commonwealth's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Agreement or other grants or agreements between the Commonwealth and Contractor or by other appropriate methods and collected as a debt due to the Commonwealth. Such funds shall not be paid to any party other than the Commonwealth.

11. Debarment

The Contractor certifies by its signature on this Agreement that neither it nor its principals, agents, contractors and vendors are presently debarred, suspended or

proposed for debarment, declared ineligible for federal benefits by any federal or state department or agency, or sentenced to a denial of federal benefits by a state or federal court, and is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order (E.O.) 12549 and E.O. 12689.

12. Breach, Notice and Cure

In addition to any breaches specified in other sections of the Agreement, the failure of either party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. In the event of a breach, the aggrieved party shall give notice of such in writing to the other party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the Commonwealth may exercise any of the remedies set forth in the Remedies section.

13. Remedies

If Contractor is in breach under any provision of this Agreement, the Commonwealth shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in the Breach, Notice and Cure section. The Commonwealth may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively, subject to the right of the Contractor to exercise any available appeal rights.

a. Termination for Cause and/or Breach

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the Commonwealth may notify Contractor of such non-performance in accordance with the provisions herein. If Contractor thereafter fails to promptly cure such non-performance within the cure period, the Commonwealth, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the Commonwealth of this right shall not be deemed a breach of its obligations hereunder. Contractor shall continue performance of this Agreement to the extent not terminated, if any.

b. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice and shall terminate outstanding orders and sub-Grants with third parties. However, Contractor shall complete and deliver to the Commonwealth all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the Commonwealth, Contractor shall assign to the Commonwealth all of Contractor's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Contractor

shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the Commonwealth has an interest. All materials owned by the Commonwealth in the possession of Contractor shall be immediately returned to the Commonwealth. All work product, at the option of the Commonwealth, shall be delivered by Contractor to the Commonwealth and shall become the Commonwealth's property.

c. Payments

The Commonwealth shall reimburse Contractor only for accepted performance up to the date of termination.

d. Remedies Not Involving Termination

The Commonwealth, as its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the Commonwealth without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the Commonwealth's directive and the Commonwealth shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Temporarily Withhold Payment

Payment will be made upon satisfactory delivery of services.

iii. Disallow or Deny Payment

Deny payment for those obligations not performed, or, that due to Contractor's actions or inactions, cannot be performed; provided, that any denial of payment shall be reasonably related to the value to the Commonwealth of the obligations not performed.

iv. Removal

Demand removal of any of Contractor's employees, agents, or subcontractors whom the Commonwealth deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest, not in the Commonwealth's best interest, or jeopardizes the Commonwealth's obligations to the United States Department of Education.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Contractor shall, at the Commonwealth's option:

- a. Obtain for the Commonwealth or Contractor the right to use such products and services;
- b. Replace any goods, services or other product involved with non-infringing products or modify them so that they become non-infringing; or,
- c. If neither of the foregoing alternatives are reasonably available, remove any infringing goods, services or products and refund the price paid therefore to the Commonwealth.

vi. Any Other Available Remedy

The Commonwealth shall take any other remedy that may be legally available to it.

14. Assurances

This Agreement involves the expenditure of federal funds. Therefore, the Contractor shall at all times during the execution of this Agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are subject to the terms and conditions incorporated either directly or by reference in this Agreement. The Contractor shall also require compliance with these statutes and regulations in subcontractor grant agreements permitted under this Agreement. The federal laws and regulations include but are not limited to:

- a. Program Legislation/regulation;
- b. Education Department General Administrative Regulation (EDGAR), 34 CFR Parts 7 4-99;
- c. Rehabilitation Act of 1973, as amended, 29 USC 701 et seq.
- d. Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award;
- e. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors];
- f. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of \$2,000];
- g. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers];
- h. Standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to USDE and the Regional Office of the Environmental Protection Agency (EPA);

- i. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);
- j. Office of Management and Budget Circulars 2 CFR Part 200, 2 CFR Parts 215 and 220 (formally A-21), 2 CFR 225 (formally A-87), 2 CFR 215 (formally A-110), 2 CFR 230 (formally A-122) and A-133, as applicable;
- k. The Hatch Act (5 U.S.C. §§ 1501-1508) and Public Law 95-454, Section 4728. These statutes state that any person or organization involved in the administration of federally assisted programs cannot use federal funds for partisan political purposes of any kind;
- l. The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. §§ 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C. § 225 and 47 U.S.C. § 611;
- m. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.);
- n. Restrictions on Lobbying (1) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (2) 43 CFR 18; and;
- o. Civil Rights Assurance. The undersigned is subject to 42 U.S.C. §§ 2000d, The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq., and its implementing regulation 45 CFR Part 91, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and implementing regulation, 45 CFR Parts 80, 84 et seq.; Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Contractor on the basis of race, color, national origin, age, sex (in education activities) or disability.
- p. Protection of Human Subjects. To the extent applicable to it, the Contractor agrees to comply with the requirements set out in 34 CFR Part 97 relating to research that involves human subjects.
- q. Drug and Alcohol Abuse Prevention Program. The Contractor agrees to comply with the requirements set out in 34 CFR Part 86, requiring institutions of higher education that receive federal assistance to certify that it has adopted and implemented a drug abuse prevention program.

15. Assignment and Subgrants

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of the Commonwealth. Any attempt at assignment, transfer, sub-granting without such consent shall be void. All assignments, sub-grants, or Subcontractors approved by the Contractor, or the Commonwealth are subject to all of the provisions of this

Agreement. Contractor shall be solely responsible for all aspects of sub-granting arrangements and performance.

16. Binding Effect

Except as otherwise provided, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

17. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

18. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

19. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

20. Indemnification-General

To the extent permitted by Kentucky law, the Contractor agrees to hold OVR harmless and to indemnify OVR from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Contractor or its subcontractors, if any, pursuant to this Agreement.

21. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

22. Survival of Certain Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Commonwealth if Contractor fails to perform or comply as required.

23. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits

which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

24. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

25. Representations and Certifications

Contractor makes the following specific representations and certifications, the Commonwealth in entering into this agreement relied on each of which:

a. Standard and Manner of Performance

Contractor shall use its best efforts to perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the field, industry, trades, or profession and in the sequence and manner set forth in this Agreement.

b. Licenses, Permits, Etc.

Contractor represents and certifies that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Contractor certifies that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the Commonwealth or other adjustment in Agreement Funds. Additionally, all employees and agents of Contractor performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the Commonwealth of Kentucky, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the Commonwealth of Kentucky and has designated a registered agent in Kentucky to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Agreement shall be deemed to be a material breach by Contractor and constitute grounds for termination of this Agreement.

26. Reporting Requirements

The Contractor shall comply with the following reporting requirements:

a. Performance and Progress

Contractor shall file quarterly progress reports with the Commonwealth detailing the status of the project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after Contractor

receives the notice to proceed, and every three (3) months thereafter until the Commonwealth performs final approval of the completed project. The quarterly reports shall reflect the Contractor's progress in meetings its stated goals and objectives. After the project is completed, Contractor shall file an annual report with the Commonwealth. The Commonwealth may waive in writing any quarterly or annual performance report if deemed unnecessary, provided the Commonwealth would still be able to meet its performance reporting obligations to the Federal agency.

b. Expenditure Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor entity, which reads as follows: "I certify that all expenses reported (or payments requested) are for appropriate purposes and in accordance with the Agreement set forth in the application and award documents."

c. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the Commonwealth of such action and deliver copies of such pleadings to the Commonwealth's principal representative as identified herein. If the Commonwealth's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of OVR.

d. Noncompliance

Contractor's failure to provide reports and notify the Commonwealth in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination as provided under this Agreement.

27. Approvals

a. Signatory Authority

The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this Agreement, to receive funds pursuant to and authorized by this Agreement and to perform the services the Contractor has obligated itself to perform pursuant to this Agreement.

b. Authorized Representative

The person or persons signing and executing this Agreement on the Contractor's behalf do warrant and guarantee that he, she, or they have been duly authorized by the Contractor to execute this Agreement on the Contractor's behalf and to validly and legally bind the Contractor to all contractual terms, performances, and provisions. If requested, the Contractor

will provide OVR with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

28. Certification of No Criminal Activity

The Contractor certifies that it and its principals have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, or gratuity violations potentially affecting the award of federal grant funds. The Contractor further certifies that it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification. The Contractor certifies that it will disclose to OVR in a timely manner in writing all offenses enumerated in this certification.

29. Attorney Fees

Each party shall bear its own attorneys' fees and costs that may arise out of the enforcement of this contract.

**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

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

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

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

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

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or

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

5.00 Reduction in Contract Worker Hours

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

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

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

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

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

Under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by

Providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract.

Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin,

sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

By signing this MOA, all parties agree electronic approvals may serve as electronic signatures.

Approved by:

Signature: _____ **Date:** _____
Executive Director, Office of Vocational Rehabilitation

Signature: _____ **Date:** _____
Superintendent, Local Education Authority

Certificate Of Completion

Envelope Id: 4119D4285F8B4C79972634CCDA3AB0A5
Subject: Complete with Docusign: Woodford CWTP LEA-OVR MOA 2024-25.pdf
Source Envelope:
Document Pages: 29
Certificate Pages: 2
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
rebeccah.kinder
500 Mero Street,
Frankfort, KY 40601
rebeccah.kinder@ky.gov
IP Address: 205.204.186.55

Record Tracking

Status: Original
7/22/2024 10:24:16 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: rebeccah.kinder
rebeccah.kinder@ky.gov
Pool: StateLocal
Pool: Kentucky Office of Vocational Rehabilitation

Location: DocuSign
Location: DocuSign

Signer Events

Danny Adkins
danny.adkins@woodford.kyschools.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Timestamp

Sent: 7/22/2024 10:25:33 AM
Viewed: 7/22/2024 1:40:16 PM

Cora McNabb
cora.mcnabb@ky.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tracey Francis
tracey.francis@woodford.kyschools.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 7/22/2024 10:25:33 AM
Viewed: 7/22/2024 2:40:25 PM

Chris Norsworthy
cnorsworthy@ky.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/22/2024 10:25:33 AM

Payment Events**Status****Timestamps**

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 5, 2024

TOPIC/TITLE: Approval of Campbellsville University Clinical Experiences Agreement

PRESENTER: Susan Tracy

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

BACKGROUND INFORMATION:

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

SUMMARY OF MAJOR ELEMENTS:

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

IMPACT ON RESOURCES: NA

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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



STUDENT TEACHER AGREEMENT

THIS AGREEMENT made at Campbellsville, Kentucky, this 5 day of August, 2024 between *Campbellsville University* (hereinafter called the University) and *Woodford County Schools* (hereinafter called the Board).

WITNESS:

1. The University, under the provision of KRS 161.042 and pursuant to State Board of Education regulations, is authorized to enter into cooperative agreements, including financial agreements, with school boards for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the educational profession.
2. The University and the Board accept joint responsibility to educate qualified teachers.
3. The University and the Board agree that all arrangements in reference to this program shall be governed and consistent with policies of the University as well as those of the Board.
4. As provided in KRS 161.042 (3) the student teachers placed in *Woodford County Schools* shall agree to abide by all policies, rules, and regulations of the Board. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University to inform all prospective student teachers of this provision and secure agreement from the student teacher.
5. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classrooms student teachers who, in the judgment of its staff, have an adverse influence on the welfare of pupils, detract from the total school program, or do not contribute to the advancement of the educational profession.
6. The Board shall work with the University upon request to identify properly qualified and certified teachers from within the system under whose direct supervision the student will teach.

16 KAR 5:040 identifies requirements for the cooperating teacher:

- have a valid Kentucky teaching certificate for grade and subject taught;
 - have at least three years of teaching experience on a Professional Certificate;
 - the ratio of student teachers to cooperating teachers shall be 1 to 1.
7. A written report to the University concerning the process and accomplishments of the student teacher shall be made by the cooperating teacher, along with a recommended grade in keeping with the University model for grading.
 8. The University shall designate a representative(s) to serve as liaison between it and the Board. This person(s), as a representative of the University, shall have access to all Board staff and schools necessary to facilitate proper communication and relationships between the Board staff, cooperating teacher, and the student teachers.
 9. Compensation will be made based upon the most recent General Assembly allocated funding for the compensation of teachers who supervise student teachers. The University also provides compensation.
 10. As provided for in KRS 161.042 (4) the University may arrange with the Board to provide supplementary instructional activities for its teacher education students, other than student teachers. Where activities of this nature are desired by the University, arrangements shall be made with the Superintendent or his/her designee.
 11. The Board will require a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and will require a letter from the Kentucky Cabinet for Health and Family Services stating that the student teacher has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Kentucky Cabinet for Health and Family Services. The student teacher will be responsible for all costs associated with the background and child abuse checks required by the Board. If a criminal or child abuse background check reveals information that disqualifies the student teacher from teaching in the Board's schools, the Board will not accept the student teacher.
 12. During the time that a student teacher is practice teaching in a Board school, the student teacher shall not be deemed an employee of the Board, and the Board will not provide workers' compensation insurance coverage for the student teacher. However, the Board will provide general liability insurance coverage for the student teacher.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this agreement shall be from *July 1, 2024 until December 31, 2025* inclusive, and supersedes all previous contracts between the parties.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this agreement, have hereunto set our hands this _____ day of August, 2024.

BOARD OF EDUCATION

CAMPBELLSVILLE UNIVERSITY

by: _____

by: _____

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 26th, 2024

TOPIC/TITLE: Amber Sergent MOA with KEDC

PRESENTER: Shane Smith

ORIGIN:

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

An MOA from KEDC is attached to reimburse WCPS for the cost of Amber Sergent for 230 days to administer certain educational programs and function as a staff member of KEDC.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

CONTRACT FOR THE ASSIGNMENT OF PERSONNEL FOR FY 2024-2025
BETWEEN THE
KENTUCKY EDUCATIONAL DEVELOPMENT COOPERATION (KEDC)
AND
WOODFORD COUNTY SCHOOLS

The Kentucky Educational Development Corporation, 904 Rose Road, Ashland, Kentucky, 41102-7104, hereinafter KEDC, and WOODFORD COUNTY SCHOOLS, Board of Education, 330 Pisgah Pike, Versailles, KY, hereby agree to enter into this contract for the assignment of Amber Sargent, an employee of WOODFORD COUNTY SCHOOLS, to administer certain educational programs of KEDC.

WOODFORD COUNTY SCHOOLS agrees to the following:

WOODFORD COUNTY SCHOOLS will contract with AMBER SERGENT and assign her for 230 days, to administer certain educational programs and function as a staff member of KEDC. The cost will be the actual daily rate plus related employment costs paid by WOODFORD COUNTY SCHOOLS.

WOODFORD COUNTY SCHOOLS will be responsible for the personnel and payroll management of the contracted employee assigned to KEDC.

WOODFORD COUNTY SCHOOLS agrees to provide liability insurance for the contracted employee assigned to KEDC.

KEDC agrees to:

Reimburse WOODFORD COUNTY SCHOOLS the total personnel costs involving the assignment of the employee of \$ 109,744.88 in 10 monthly payments of \$ 10,974.49.

Therefore the parties agree to the personnel cost (salary, costs, and fringe benefits) as follows:

SALARY

Cost for 230 Days ($\$357.13 \times 230 = \$82,139.90$): **\$82,139.90**

TRS (Federal 16.105%-17.105%)	\$13,228.63
Employer Medicare Contribution (1.45%):	\$ 1,191.03
KSBA Unemployment Insurance (\$60 per quarter):	\$ 60.00
Sick Leave (1%) \$ 821.40	
Workmen's Compensation (\$0.46 per \$100):	\$ 303.92
Employer Health Insurance portion (Federal – estimated)	\$ <u>12,000.00</u>

Total Annual Cost for Personnel: **\$109,744.88**

The term of this contract shall be from August 27, 2024 through June 30, 2025.

Superintendent

Date

Nancy Hutchinson, KEDC Executive Director

Date

KEDC Board Chairman

Date



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

Status: Quote
 Quote #: q115429-1

Event Beg: Fri 5/23/2025 12:00AM
 Event End: Tue 5/27/2025 12:00AM
 Operator: LAURA MCHUGH

Customer #: 11734

Woodford County High School
 180 Frankfort St
 VERSAILLES, KY 40383

Phone 859-879-4630

Ordered By: TRACY

Sales Rep: Bethany Sams bethany@gofftents.com

Delivery Fri 5/23/2025

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

Pickup Tue 5/27/2025

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

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

PO 20241585

Are there any specifications to delivery/set up or pick up times?: TENTATIVE (as of 7/30/24) EVENT DATE: May 24th 2025

Qty	Items Rented	Each	Status	Event End Date	Price
560	CHAIR WHITE GARDEN <small>Price does not include set up or break down.</small>	\$3.50	Rental	Tue 5/27/2025	\$1,960.00
1	STAGE KEY <small>STAGE KEYS NOT RETURNED WILL BE CHARGED \$25/PER</small>	\$0.00	Rental	Tue 5/27/2025	\$0.00
9	13 FOOT SKIRTING <small>FRONT & BOTH SIDES</small>	\$18.00	Rental	Tue 5/27/2025	\$162.00
50	STAGE DECK 4X4 <small>20X40 2'LEGS</small>	\$45.00	Rental	Tue 5/27/2025	\$2,250.00
1	STAGE STEP W HANDRAIL	\$25.00	Rental	Tue 5/27/2025	\$25.00
2	RAMP	\$500.00	Rental	Tue 5/27/2025	\$1,000.00

Qty	Items Sold	Each	Status		Price
560	SET CHAIRS	\$0.60	Retail		\$336.00
560	BREAK DOWN CHAIRS	\$0.60	Retail		\$336.00
1	Delivery/Pickup <small>Standard delivery by end of day between the hours of 8am and 6pm. Specific delivery and pick up times may result in additional fees, please contact your sales associate.</small>	\$100.00	Delivery		\$100.00
1	FUEL SURCHARGE	\$25.00	Retail		\$25.00
1	LABOR	\$600.00	Retail		\$600.00

Quote valid for 30 days.

Quote

This is a Quote Only

Rental:	\$5,397.00
Damage Waiver:	\$539.70
Sales:	\$1,297.00
Delivery Charge:	\$100.00
Subtotal:	\$7,333.70
Total:	\$7,333.70
Paid:	\$0.00
Amount Due:	\$7,333.70

Signature:

Woodford County High School

Quote #: q115429

Woodford County High School

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

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

Modification #1

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

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

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

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

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 26, 2024

TOPIC/TITLE: Lane Contract Southside Sidewalk

PRESENTER: Shane Smith

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

BACKGROUND INFORMATION:

The attached contract from Lane Construction to remove liability from him for any damage that might result to the fiber or telephone lines during the construction of the Southside Elementary sidewalk.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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

Lane Construction Company
225 Old Clifton Road
Versailles Kentucky 40383

July 31,2024

Woodford County Schools

RE: Installation of sidewalk at Southside Elementary 420 feet by 36 inches

I propose to furnish labor, material, workman's comp and liability insurance for the sum of 23,930.00(Twenty-Three Thousand Nine Hundred Thirty Dollars)

Included in this proposal

- 1.) Remove sod and grade as needed
- 2.) Form, place 2inches of stone under concrete
- 3.) Pour and finish concrete
- 4.) General grading around sidewalk
- 5.) Seed and Straw as needed

After contacting 811 we have discovered that fiber optics and Windstream have lines underground in the vicinity. I have dug down 10 inches in areas marked and have not found any lines, I only need to remove sod so the lines should not be a problem if 811 located lines properly but with that said I am in no way liable for any damages to the underground lines if disturbed.

Thank You,

Kevin Lane

This agreement is executed on: _____

Woodford County Board of Education Representative

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 26th, 2024

TOPIC/TITLE: Arbiter Sports Contract

PRESENTER: Shane Smith

ORIGIN:

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

AD Johnson is requesting the use of Arbiter Sports electronic platform for record keeping of items such as physicals and other trainer related documentation, permission forms, and any other sport related documentation. The attached contract is for your review and approval.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

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



The Only One That's All In One

Subscription Order Form

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Quote Number	00678184
Created Date	7/11/2024	Contract Length	1 Year
Prepared By	Samara Mckown	Start Date	8/1/2024
Email	samara.mckown@arbitersports.com	End Date	7/31/2025
Billing Schedule	One-Time		

Customer Billing

Account Name	Woodford County High School	Primary Contact	Logan Mattingly
Billing Contact	Dennis Johnson	Primary Email	dlma232@uky.edu
Billing Email	<u>dennis.johnson@woodford.kyschools.us</u>	Primary Title	Athletic Trainer
Billing Phone	(859) 684-1611	Address	180 Frankfort St Versailles, Kentucky 40383-1149 United States
Billing Address	180 Frankfort Street Versailles, Kentucky 40383 United States		

Subscriptions & Services

Product	Quantity	Sales Price	Total Price
800-Initial Implementation & Training	1.00	\$695.00	\$695.00
800-Registration Subscription Year 1	1.00	\$3,462.50	\$3,462.50

Year 1

Year 1 Start Date	8/1/2024	Year 1 Total	\$4,157.50
Year 1 End Date	7/31/2025	Year 1 Payment Due	8/31/2024

Contract Total

Subtotal	\$4,157.50
Total Discount	\$0.00
Grand Total	\$4,157.50

ArbiterPay Purchases ONLY

The following only pertains to those purchasing ArbiterPay or ArbiterPay Unlimited.



The Only One That's All In One

Follow the below instructions to fund your ArbiterPay account. Please, **DO NOT** send checks, intended to fund your ArbiterPay account, directly to ArbiterSports. Failure to follow the below will result in your ArbiterPay Trust account not being funded and your ability to process payments will be unavailable.

Where to send the check and completed deposit slip:

Via USPS:

Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
PO Box 3224
Logan, UT 84323

Via Non-USPS carrier:

Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
101 North Main
Logan, UT 84321

Terms & Conditions

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") <https://www.arbitersports.com/terms-and-conditions/>, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") <https://www.arbitersports.com/payor-agreement> (if applicable), each incorporated herein by reference.
2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.
3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by Customer for the applicable year.
4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.
5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.
6. CUSTOMER MUST PROVIDE ARBITERSPORTS WITH VALID AUTOMATED PAYMENT INFORMATION AS A CONDITION TO RECEIVE OR USE THE SERVICES. BY PROVIDING ARBITERSPORTS WITH AUTOMATED PAYMENT INFORMATION, CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S PAYMENT ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO UPDATE ARBITERSPORTS WITH ANY CHANGES TO CUSTOMER'S BILLING AND/OR AUTOMATED PAYMENT INFORMATION (E.G., NEW OR UPDATED CREDIT CARD, CREDIT CARD EXPIRATION DATE OR OTHER PAYMENT BANK ACCOUNT INFORMATION).
7. CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.
8. UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.
9. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

ArbiterSports

The Only One That's All In One

Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in YES or NO here:

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

Accepted By (Legal Entity):	Accepted By (Legal Entity): ArbiterSports, LLC
Signature:	Signature:
Print Name:	Print Name: John Hopkins
Title:	Title: Chief Financial Officer (CFO)
Date:	Date:

CONTRACT CHECKLIST

Read through your contract, then **COMPLETE, SIGN, and RETURN** the following:

▶ **CONTRACT CONFIRMATION Page**

• **Fill in the following:**

- Number of Performances (*first blank line on Contract Confirmation*)
- Royalty per Performance (*second blank line on Contract Confirmation*)
- Additional Rental costs (*if any*)
- Grand Total of Additional Materials (*from Additional Materials page, if ordering*)

• **Include Payment:**

- Check or Money Order (no personal checks)
OR Credit Card information with signature
OR Purchase Order (only for schools and government agencies)
- The \$400 security fee *must* be paid by Credit Card, Check or Money Order

▶ **ADDITIONAL MATERIALS Page**— if ordering (*optional*)

▶ **ADDITIONAL ORCHESTRATION Page**— if ordering (*optional*)

▶ **VIDEO LICENSE, if available, and \$75 fee** — if ordering (*optional*)

▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on *Change Booking*

To Postpone: Select your new dates and click *Submit*

You will receive an email confirmation including a summary of your requested changes

To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*

Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

Music Theatre International
423 West 55th Street
New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

***The Licensing FAQ/Guidelines and Contract Checklist are provided for information only
and are not part of the MTI Production Contract***

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 9916544 Printed on: 08/14/24

Licensee:

WOODFORD COUNTY HIGH SCHOOL
ATTN.: CLAIRE HOGG
180 FRANKFORT STREET
VERSAILLES, KY 40383

TELE#: 859-582-2926 FAX: 859-873-7731
E-MAIL: claire.hogg@woodford.kyschools.us

Contract Issue Date: 08/14/24
Contract Expiration Date: 09/25/24
Valid For Performances From: 03/27/25 - 03/29/25
MTI Access Code: LIT3239229

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
DISNEY'S THE LITTLE MERMAID

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$460.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 225 per Performance
Tickets @ 15.00 10.00

SECURITY FEE

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 9916544 Printed on: 08/14/24

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WOODFORD COUNTY HIGH SCHOOL
Name of Show: DISNEY'S THE LITTLE MERMAID
Name and address of performance space/venue: WOODFORD COUNTY HIGH SCHOOL
180 FRANKFORT STREET, VERSAILLES, KY 40383

Date(s) of performance(s): 03/27/2025 - 03/29/2025 Offer Expires: 09/25/2024
Please list number of performances for each calendar month: _____

SHIP WITH: Standard Orchestration Alternate Orchestration Partial No Orchestration
(check one) (if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for ___ performance(s) @ \$ 460.00 per performance, a total of \$ _____

RENTAL: \$695.00 for a standard set of materials or any part thereof \$ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X _____ weeks \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (where applicable): \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

BALANCE REMAINING: \$ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) OVERNIGHT 3-DAY GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: _____

(NO P.O. BOXES)

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

CONFIRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 9916544 Printed on: 08/14/24

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 30 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE ACT 1
- 2 PIANO CONDUCTOR'S SCORE ACT 2
- 1 PRODUCTION HANDBOOK DIGITAL

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0042176
 Contract #: 9916544 Printed on: 08/14/24

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	ACOUSTIC BASS, ELECTRIC BASS
1	_____	CELLO	(OPTIONAL)
1	_____	DRUMS	BELL TREE, BELLS, BONGOS, COWBELL, DRUM KIT, MARK TREE PICCOLO SNARE, SHAKER OR RATTLE, SUSPENDED CYMBAL SYNTH HANDCLAPS, TAMBOURINE, TEMPLE BLOCKS, TIMBALE TRIANGLE, WOODBLOCKS
1	_____	HORN	
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	KEYBOARD 3	
1	_____	KEYBOARD 4	
1	_____	PERCUSSION	OPT: SUB FOR STRINGS ANVIL, BELL TREE, BELLS, BONGOS, CABASA, CHIMES COWBELL, CROTALES, EGG SHAKER, FINGER CYMBAL, FLEXATONE GRAN CASSA, MARK TREE, MOUTH SIREN, NUT SHELLS, PIATTI RATCHET, ROCK TAMBOURINE, SAMBA WHISTLE, SHAKER SUSPENDED CYMBAL, TAM TAM, TAMBOURINE, TAMPANI TRIANGLE, WOODEN GUIRO, XYLOPHONE
1	_____	REED 1	ALTO FLUTE, CLARINET, FLUTE, PICCOLO
1	_____	REED 2	ENGLISH HORN, OBOE
1	_____	REED 3	ALTO SAXOPHONE, BASS CLARINET, CLARINET SOPRANO SAXOPHONE
1	_____	TRUMPET	FLUGELHORN, TRUMPET
1	_____	VIOLIN 1	(OPTIONAL)
1	_____	VIOLIN 2	(OPTIONAL)

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
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ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
 To order, simply indicate the quantity of each item you would like and
 add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x	\$ 6.25	= \$_____.
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$_____.
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$_____.
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$_____.
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) \$_____.

You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

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THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
 To order: Indicate the quantity of each item you would like and add the Grand Total of your entire
 Additional Materials order to the Confirmation Page of this Production Contract

ITEM	QUANTITY	COST EACH	TOTAL
THEATRICAL RESOURCES			
CHOREOGRAPHY VIDEO GUIDES	_____ x	\$ 395.00	= \$ _____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____ x	\$ 175.00	= \$ _____
FULL SCORE VOL. 1 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
FULL SCORE VOL. 2 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
FULL SCORE VOL. 3 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
FULL SCORE VOL. 4 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
HOW DOES THE SHOW GO ON?	_____ x	\$ 21.00	= \$ _____
LOGO PACK DIGITAL	_____ x	\$ 75.00	= \$ _____
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL)	_____ x	\$ 750.00	= \$ _____
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____ x	\$ 199.00	= \$ _____
REFERENCE RECORDING	_____ x	\$ 20.00	= \$ _____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____ x	\$ 350.00	= \$ _____
REHEARSCORE APP	_____ x	\$ 350.00	= \$ _____
SCENIC PROJECTIONS	_____ x	\$ 850.00	= \$ _____
SCENIC PROJECTIONS PRO	_____ x	\$ 1,795.00	= \$ _____
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
STAGE WRITE APPLICATION	_____ x	\$ 150.00	= \$ _____
VIDEO LICENSE	_____ x	\$ 75.00	= \$ _____
LOGO TEES SIX-PACK ADULT LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____ x	\$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____ x	\$ 80.00	= \$ _____
KEYBOARDTEK ***			
ORCHEXTRA ***			
TRANSPOSITIONS-ON-DEMAND ***			

Add total for all items here.

Standard Set Additional Materials Total (from previous page) \$ _____

Theatrical Resource Additional Materials Total \$ _____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ _____

You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order.

ADMAT:TH_1

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
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A NOTE ABOUT ADDITIONAL MATERIALS

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.

To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Transpositions-on-Demand (*per song title*) \$150
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit www.KeyboardTEK.com

OrchExtra® for pricing, visit www.rms.biz

Performance Accompaniment Recordings

As requested, if you want to order Performance Accompaniment Recordings, the pricing has already been calculated for you on the previous Additional Materials page. For your convenience, a breakdown of how the cost is calculated is below:

Rehearsal only \$350

Rehearsal and Performance

Accredited schools: up to 10 performances \$750
11 or more performances (*cost per performance over 10*) \$100

All other eligible organizations:

0 – 499 seats up to 10 performances \$750
11 or more performances (*cost per performance over 10*) \$100

500+ seats up to 10 performances \$999
11 or more performances (*cost per performance over 10*) \$100

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
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SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

**** SEE BILLING RIDER ****

MTI BILLING

In accordance with the **Performance License**, all advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

DISNEY'S THE LITTLE MERMAID

**Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com**

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PERFORMANCE LICENSE

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This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understand the terms, conditions and provisions set forth below;
- b) you are authorized to sign the Production Contract on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.
2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.
 - g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.
 - h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

PERFORMANCE LICENSE

(CONTINUED)

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3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
4. **Billing Credits and Use of Logos in Advertising and Promotion:**
- a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE

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2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.
3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
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9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
 - a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
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In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

- 1. Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars (\$100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.
- 2. Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.
- 3. Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
- 4. Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
- 5. Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A \$10 handling fee is applied to each order.
- 6. Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 9916544 Printed on: 08/14/24

prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):
8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057**

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN WOODFORD COUNTY HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED DISNEY'S THE LITTLE MERMAID (THE "PLAY").

If licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see *Additional Materials Order Form*).

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording for each cast in different performances of your production of the Play subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL _____ DAY PHONE _____

VL_DIS

CONTRACT RIDER

MTI COPY

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 9916544 Printed on: 08/14/24

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

Disney's THE LITTLE MERMAID

1. CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your billing shall refer solely to your own organization as the producer/presenter of the Play.

2. REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable United States and other federal, state, and local laws, and shall present the Play in accordance with the terms of this Agreement; (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder and (iii) This performance license does not permit licensee to present this show at any theme park or amusement park venue. Such presentation, without written consent from MTI, shall constitute a breach of the performance license and results in its immediate and automatic termination.

3. INDEMNIFICATION. You hereby agree to indemnify and hold MTI and Disney (and its affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

4. DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation, and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco and firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

5. TRADEMARKS. You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

5.1 in any of your advertising, publicity or promotions other than as part of the title of the Play, to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show, and that Disney produced the Play on Broadway and elsewhere.

5.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

5.3 in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

**Disney's
THE LITTLE MERMAID**

1. CO-PRODUCTION. You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your billing shall refer solely to your own organization as the producer/presenter of the Play.

2. REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable United States and other federal, state, and local laws, and shall present the Play in accordance with the terms of this Agreement; (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder and (iii) This performance license does not permit licensee to present this show at any theme park or amusement park venue. Such presentation, without written consent from MTI, shall constitute a breach of the performance license and results in its immediate and automatic termination.

3. INDEMNIFICATION. You hereby agree to indemnify and hold MTI and Disney (and its affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.

4. DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation, and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco and firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of MTI on behalf of Disney, to be exercised in Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

5. TRADEMARKS. You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

- 5.1 in any of your advertising, publicity or promotions other than as part of the title of the Play, to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show, and that Disney produced the Play on Broadway and elsewhere.
- 5.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:
- 5.3 in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

COMPLETE AND KEEP THIS COPY FOR YOUR RECORDS

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

CREDITS: You shall use the following title and incorporate your credit above the title and otherwise comply with the size specifications on the title page of all playbills and programs, in all houseboards and displays and in all other advertising, press releases and any other promotional material, as follows:

The (Licensee) (50% of title)

Production of

Disney's

(33% of title)

THE LITTLE MERMAID

Music by

Alan Menken

Lyrics by

Howard Ashman & Glenn Slater
(50% of title, or no less than 20% if logo artwork)

Book by

Doug Wright

Based on the Hans Christian Andersen story and the Disney film produced by Howard Ashman & John Musker and written & directed by John Musker & Ron Clements.

Originally Produced by

Disney Theatrical Productions

(50% of title, or no less than 20% of logo artwork)

The following credits shall be included in the program on the title page, and shall be no less than 40% of the regular title, and if there is no regular title, then no less than 16% of the logo or artwork title, and in all events 80% of the size of the credit to the authors:

Orchestrations by Danny Troob

Incidental Music & Vocal Arrangements by Michael Kosarin

Dance Arrangements by David Chase

The billing to Licensee must be in the form specified above, including the words "Production of" below Licensee's billing, which words shall be visually contiguous with the title, so that the audience is informed that Licensee is the producer of the production. Licensee's billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of Licensee's name to the largest letter in the logo or artwork title.

Except where singular 'DISNEY' appears in the artwork provided by MTI as part of the logo pack which can be purchased separately, the name "Disney's" immediately prior to the title of the Play shall be in plain type font, shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney" to the size of the largest letters in the title, and in no event may you duplicate the Broadway logo or title nor the logo and title from the Walt Disney film "The Little Mermaid" (the "Film").

The size of the credit to the authors and to Disney Theatrical Productions shall be no less than 50% of the regular title, and if there is no regular title, then no less than 20% of the logo or artwork title. The credit to Disney Theatrical Productions shall only appear on the title page of the program.

Licensee is prohibited from copying or otherwise using any costume designs, character designs, artwork or other intellectual property from the Broadway play or the Film, although there may be a general similarity to the characters' appearances. (For professional licensees only) If Licensee does not elect to license the Broadway logo, then Licensee shall submit the logo or artwork title it intends to utilize for its production for approval prior to any public use thereof.

KEEP THIS PAGE FOR YOUR RECORDS

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) MTI ENTERPRISES INC.
	2 Business name/disregarded entity name, if different from above. dba MUSIC THEATRE INTERNATIONAL
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>
	5 Address (number, street, and apt. or suite no.). See instructions. 423 W 55th STREET FLOOR 2
	6 City, state, and ZIP code NEW YORK, NY 10019
	7 List account number(s) here (optional)
	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	3	-	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/16/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Licensee:

WOODFORD COUNTY MIDDLE SCHOOL
 C/O: MICHA GEHRING
 100 SCHOOL HOUSE ROAD
 VERSAILLES, KY 40383

TELE#: 859-873-4721 FAX: 859-873-4436
 E-MAIL: MICHA.GEHRING@woodford.kyschools.us

Contract Issue Date: 08/09/24
 Contract Expiration Date: 09/20/24
 Valid For Performances From:
 Actual Performance Dates: 03/21/25 - 03/23/25
 MTI Access Code: SHR3229758

PRODUCTION CONTRACT for SHREK THE MUSICAL JR
 CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty..... \$ 139.00

Non-Refundable Materials Fee \$ 556.00

SHOWKIT SHIPPING (Rush Delivery available for \$90.00 in U.S.): \$ 45.00
Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): \$

ADDITIONAL MATERIALS TOTAL (from *Additional Materials Order Form* — please attach): \$ \$344.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$= \$1084.00

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
 CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS
 Card Number: _____ Expiration Date: _____
 Name on card: _____ Billing Postal Code: _____
 Signature: _____ Amount: _____
 PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: 100 School House Road _____
 (No P.O. Boxes) _____
 City: Versailles _____ State/Province: KY _____ Zip/Postal Code: 40383 _____
Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
 With this contract you are agreeing to produce SHREK THE MUSICAL JR
 By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____
 Authorized Signature: _____ Date: _____
 Email: _____ Day Phone: (____) _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Licensee:

WOODFORD COUNTY MIDDLE SCHOOL
 C/O: MICHA GEHRING
 100 SCHOOL HOUSE ROAD
 VERSAILLES, KY 40383

TELE#: 859-873-4721 FAX: 859-873-4436
 E-MAIL: MICHA.GEHRING@woodford.kyschools.us

Contract Issue Date: 08/09/24
 Contract Expiration Date: 09/20/24
 Valid For Performances From:
 Actual Performance Dates: 03/21/25 - 03/23/25
 MTI Access Code: SHR3229758

PRODUCTION CONTRACT for SHREK THE MUSICAL JR
CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty.....	\$ 139.00
Non-Refundable Materials Fee	\$ 556.00
SHOWKIT SHIPPING (Rush Delivery available for \$90.00 in U.S.):	\$ 45.00
<small>Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.</small>	
SALES TAX (where applicable):	\$ _____
ADDITIONAL MATERIALS TOTAL (from <i>Additional Materials Order Form</i> — please attach):	\$ 344.00
TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds):	\$ _____

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
 With this contract you are agreeing to produce SHREK THE MUSICAL JR
 By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (____) _____

STANDARD MATERIALS

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

- 30 ACTOR'S BOOK
- 1 DIRECTOR'S GUIDE
- 1 PIANO VOCAL SCORE
- 1 CHOREOGRAPHY VIDEOS DIGITAL
- 1 DOWNLOADABLE RESOURCES AND MEDIA
- 1 GUIDE VOCAL AND PERF TRACKS DIGITAL

ADDITIONAL MATERIALS

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ACTOR'S BOOK	___ 1 ___	x	\$ 10.00=	\$ 10.00
DIRECTOR'S GUIDE	___ 1 ___	x	\$ 100.00=	\$ 100.00
PIANO VOCAL SCORE	___ 1 ___	x	\$ 40.00=	\$ 40.00
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK	___ 1 ___	x	\$ 75.00=	\$ 75.00
CHOREOGRAPHY VIDEO GUIDES	___ 1 ___	x	\$ 395.00=	\$ 395.00
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	___ 1 ___	x	\$ 175.00=	\$ 175.00
LOGO PACK DIGITAL	___ 1 ___	x	\$ 75.00=	\$ 75.00
PIT BAND JUNIOR	___ 1 ___	x	\$ 175.00=	\$ 175.00
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	___ 1 ___	x	\$ 199.00=	\$ 199.00
SCENIC PROJECTIONS	___ 1 ___	x	\$ 495.00=	\$ 495.00
SCENIC PROJECTIONS PRO	___ 1 ___	x	\$ 1,795.00=	\$ 1,795.00
SOCIAL MEDIA MARKETING KIT	___ 1 ___	x	\$ 150.00=	\$ 150.00
STAGE WRITE APPLICATION	___ 1 ___	x	\$ 150.00=	\$ 150.00
STREAMING LICENSE	___ 1 ___	x	\$ 75.00=	\$ 75.00
VIDEO LICENSE	___ 1 ___	x	\$ 75.00=	\$ 75.00
LOGO TEES SIX-PACK ADULT LARGE	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK ADULT MEDIUM	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK ADULT SMALL	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK ADULT X-LARGE	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK ADULT XX-LARGE	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK CHILD LARGE	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK CHILD MEDIUM	___ 1 ___	x	\$ 80.00=	\$ 80.00
LOGO TEES SIX-PACK CHILD SMALL	___ 1 ___	x	\$ 80.00=	\$ 80.00

Add total for all items here.

ADDITIONAL MATERIALS TOTAL \$ 325.00
 ADDITIONAL MATERIALS SHIPPING \$ 19.00
(do not apply shipping charge for digital items such as Logo Packs):

Add'l Materials Total	Standard	Rush	Add'l Materials Total	Standard	Rush
\$1 - \$100	\$15.00	\$44.00	\$401 - 500	\$31.00	\$120.00
\$101 - \$200	\$19.00	\$60.00	\$501 - 600	\$35.00	\$140.00
\$201 - \$300	\$23.00	\$80.00	\$601 - 700	\$39.00	\$160.00
\$301 - \$400	\$27.00	\$100.00	\$700 and up	go to mtishows.com/ship	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

SALES TAX (where applicable): \$ _____
ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ **344.00**

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

**** For shows offering Customized Poster, the purchase of a Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order. ****

AUTHOR BILLING - SHREK JR.

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit the logo in any way.

[name of school]

Production of



Based on the DreamWorks Animation Motion Picture and the Book by William Steig

Book and Lyrics by Music by
David Lindsay-Abaire Jeanine Tesori

Originally produced on Broadway by DreamWorks Theatricals and Neal Street Productions

Original Production Directed by Jason Moore and Rob Ashford
"I'm a Believer" by Neil Diamond

In addition, Producer agrees to place the following credits in all programs for the Play as follows (need not be on title page):

"I'm A Believer" (Neil Diamond) (c) 1966 Stonebridge Music, Foray Music. All rights administered by Sony/ATV Music Publishing LLC (SESAC), on behalf of Stonebridge Music, and by Foray Music (SESAC). All rights reserved. Used by permission.

If your program contains production staff bios then you shall include biographies of the Authors and the Original Directors in all programs of the Play. Biographies can be found on MTI's website at <http://www.mtishows.com/authorbios>.

In advertisements of 1/4 page size or less or where only the title of the play, stars and/or producers billed above the title, critics quotes, ticket price scales, performance dates and venue are provided, the following "shortened billing" is permissible:

SHREK THE MUSICAL JR

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI BILLING CREDIT

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) MUST include the following credit:

SHREK THE MUSICAL JR

is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.MTIShows.com

VIDEOTAPING WARNING

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you MUST include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

- a) you have read and understood the terms, conditions and provisions set forth below;**
- b) you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and**
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.**

1. Your authorized materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep.
2. You agree that
 - Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
 - No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.
3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.
4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.
5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.
6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.
7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:
 - You will properly credit the Authors of the Play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
 - You must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
 - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
 - Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
 - Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the ShowKit materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.
8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0012169
Contract #: 9915637 Printed on: 08/09/24

LIMITED STREAMING LICENSE

MTI Access Code: SHR3229758

Defined Terms Used in this License:

Licensee: WOODFORD COUNTY MIDDLE SCHOOL

Streaming License Fee: \$ 75.00

Play: SHREK THE MUSICAL JR

Minimum Per Performance Royalty of \$ 0 against 0% of gross receipts, whichever is greater

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

- 1. Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).
- 2. Streaming Options for the Play:** This Streaming License permits the Licensee to do the following using the MTI Authorized Streaming Platform:
 - (a) Livestream:** Licensee may livestream one or more performances of its live stage production solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.
 - (b) Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.
- 3. Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.
- 4. Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

LIMITED STREAMING LICENSE *continued*

B. GENERAL TERMS AND CONDITIONS

5. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.
6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.
7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).
8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

**STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.**

All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.
10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.
11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).
12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production.
13. **Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.
14. **Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,

LIMITED STREAMING LICENSE *continued*

expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.

15. Miscellaneous. All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL _____ DAY PHONE _____

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN WOODFORD COUNTY MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED SHREK THE MUSICAL JR (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Be sure to fill out:

- The **Additional Materials Order Form**, if applicable
- Transfer the total from Additional Materials to the **Production Contract**
- The "Total Amount Enclosed" on the **Production Contract**
- The Payment information completely on the **Production Contract**

Return the following completed forms, where applicable:

- The **Additional Materials Order Form**
- The **Limited Home Use Video Recording Permission** form
- The **Limited Streaming License**
- A copy of your **Purchase Order** (schools and government agencies only)

Complete, sign, and return ALL of the following:

- The **Production Contract** including:
 - Completed "Total Amount Enclosed"
 - Completed Payment information
- **FULL Payment**

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>MTI ENTERPRISES INC.</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>dba MUSIC THEATRE INTERNATIONAL</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p> <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>423 W 55th STREET FLOOR 2</p> <p>6 City, state, and ZIP code</p> <p>NEW YORK, NY 10019</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
1	3	-	2	9	7	6	4	6	8

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/16/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they