WOODFORD COUNTY BOARD OF EDUCATION AGENDA ITEM

ITEM #: VII G DATE: February 24, 2025
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: Clinical Experience Agreement (Liberty University); Memorandum of Understanding Extension (Kentucky Equity-Based Tutoring Program); Data Sharing Agreement (Kentucky Data Exchange Pilot); Celebration Day Inflatables (Air-Time, inc).
IMPACT ON RESOURCES:
TIMETABLE FOR FURTHER REVIEW OR ACTION:
SUPERINTENDENT'S RECOMMENDATION: & Recommended

WOODFORD COUNTY BOARD OF EDUCATION AGENDA ITEM

ITEM #: DATE: February 14, 2025
TOPIC/TITLE: Approval of Liberty 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 Liberty 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 Liberty University.
IMPACT ON RESOURCES: NA
TIMETABLE FOR FURTHER REVIEW OR ACTION:
SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

PRACTICE SITE AFFILIATION AGREEMENT

	THIS AFFILIATION AGREEMENT ("Agreement") is made and entered
into as of	("Effective Date"), by and between Liberty University, Inc.
("University")), and Woodford County Public Schools ("Practice Site").

A. PURPOSE

This Agreement establishes an affiliation between University and Practice Site in which Practice Site is designated as and agrees to serve as a practice site for an academic program of University ("Program") and sets forth the responsibilities of the parties and the terms and conditions of the affiliation established.

B. RESPONSIBILITIES OF UNIVERSITY

- 1. University may request that one or more students ("Student") enrolled and in good standing in Program be assigned to Practice Site. University personnel will collaborate with Practice Site personnel in the determination of appropriate educational assignments for Student as part of Program. Student assignments may vary, including without limitation, one-day site visits, small projects over several weeks, and large projects over several months.
- 2. University will maintain general responsibility for academic evaluation and related academic matters involving Student's assignment at Practice Site.
- 3. University agrees to provide and maintain general liability insurance for a minimum amount of \$1,000,000.00 per occurrence covering Student when physically present at Practice Site or another location as part of assignment to Practice Site. Upon request, University will provide Practice Site with a certificate of insurance evidencing such coverage.
- 4. University will notify Student that Student and Student's health insurance, if any, are responsible for payment of any costs associated with emergency medical care in the case of injury or illness during Student's presence at Practice Site, and that neither Practice Site nor University has any responsibility for payment of all or part of such cost for emergency medical care.
- 5. University will require Student to execute a separate agreement that binds Student to specific terms of this agreement.

C. PRACTICE SITE RESPONSIBILITIES

- 1. Practice Site will make a best effort to provide an appropriate assignment for Student in Practice Site that is consistent with requirements and desires of Practice Site, Program, Student, and University. In no case shall Practice Site be held liable for failure to provide such assignment.
 - Student assignment is expected to be a task or tasks that are considered to be part of Practice Site's normal operations but may not have been feasible to undertake without the participation of Student and University. Practice Site is responsible for any costs for supplies, printing, postage, and other out-of-pocket costs associated with Student assignment, excluding travel costs of Student or University personnel, unless University has agreed in writing to assume all or part of these costs.
- 2. As determined by mutual agreement of University and Practice Site for extended Student assignments, Practice Site personnel will provide direction and supervision to Student concerning Student's work at or for Practice Site and will participate in periodic meetings with Student and University personnel.
- 3. As determined by mutual agreement of University and Practice Site for extended Student assignments, Practice Site will provide to Student appropriate working space and, if applicable, computer equipment, for the time during which Student is at Practice Site.
- 4. Practice Site will provide to Student all rules and regulations of Practice Site.
- 5. Practice Site will notify University immediately of any situation or problem which threatens Student's successful completion of Student's assignment at Practice Site.
- 6. Practice Site will assist Student requiring emergency medical care in the case of injury or illness during Student's presence at Practice Site. The cost for such treatment shall be borne by Student and Student's health insurance, if any.
- 7. Practice Site shall maintain the confidentiality of all Student records produced by it or furnished to it by University and will not disclose information except as University may request for its own use, as the Student may direct, or as required by law.
- 8. Practice Site acknowledges the existence of state and federal laws regarding sexual harassment and agrees that such laws pertain to the Student's relationship with Practice Site and its personnel.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

- 1. University and Practice Site personnel will consult periodically to review Student progress and to review the affiliation in general.
- 2. Upon recommendation of Practice Site, University agrees to withdraw Student from an assignment at Practice Site if Student does not abide by Practice Site's rules and regulations or, for other reasons, is performing unsatisfactorily. Questions and disputes concerning Student's removal from Practice Site assignment will be resolved by a joint conference between University and Practice Site personnel.
- 3. All rules and regulations of Practice Site will apply to Student during Practice Site assignment, which may include requiring Student to sign a confidentiality or non-disclosure agreement with Practice Site. University will advise Student of this requirement.
- 4. Student may use Practice Site's dining facilities, if any. However, Student is responsible for any required payment of food consumed or taken by Student.
- 5. The parties shall not discriminate on the basis of race, sex, age, color, national origin, ethnicity, creed, religion, diversity of thought, disability, genetic information, sexual orientation, gender, gender identity and expression, marital status, pregnancy or veteran status except where sex, age or ability represent bona fide educational or employment qualifications or where marital or veteran status are statutorily defined eligibility criteria for federal or state benefit programs.
- 6. The term of Agreement shall be for a period from Effective Date to _____ unless terminated in accordance with paragraph D.7 or D.B.
- 7. Agreement may be terminated by either party giving written notice to the other party at least 30 days prior to the effective date of such termination.
- 8. Agreement may be terminated by either party at any time if the other party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other party.
- 9. In the event of the termination of Agreement as provided for in paragraphs D.7 and D.8, any Student assigned to Practice Site at the time of such termination shall be permitted to complete the assignment, which shall not extend beyond the next renewal date as specified in paragraph D.6. During the time from termination until each Student

completes the assignment under provisions of this paragraph or has been withdrawn under provisions of paragraph D.2, all paragraphs of Agreement shall remain in force except for paragraphs B.1, D.6, D.7, and D.8.

10. Notices, requests and other communications required pursuant to Agreement shall be in writing and shall be sent via email or by first-class mail or overnight service (e.g., Federal Express) to each party as follows:

If to U	nivers	ity:		
Copy 1	<u>:o:</u>			
			-	

If to Practice Site:

Woodford County Schools

Attn: Danny Adkins, Superintendent

330 Pisgah Pike

Versailles, KY 40383

Copy to:

Dinsmore & Shohl, LLP Attn: Don Morgan 100 W Main St Suite 900 Lexington, KY 40507

Donald.Morgan@Dinsmore.com

Either party may change its notice address by advising the other party in writing pursuant to these notice requirements.

- 11. Except as specifically provided herein, neither party shall have any financial obligation to the other resulting from or relating to Agreement.
- 12. Practice Site shall not compensate Student for any work performed under the terms and conditions of Agreement.
- 13. Agreement may be revised or modified by a written amendment signed by authorized representatives of both parties.
- 14. Agreement represents the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the parties.
- 15. Neither party shall assign its duties and obligations under Agreement without the prior written consent of the other party.
- 16. Agreement is not intended to conflict with or affect any existing or future affiliation between parties and institutions not a party to Agreement.
- 17. Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

INTENDING TO BE LEGALLY BOUND, the parties cause Agreement to be executed by their duly authorized representatives, as of Effective Date.

For University:			
Dated:			
For Practice Site:			
Dated:			

GRADUATE STUDENT INTERNSHIP/PRACTICUM AGREEMENT

	This Internship/Practicum Agreement ("Agreement") is entered into this day of				
, 20	_ between	(the "Student") and Liberty University, Inc.			
("Libert	y").				

WHEREAS, the Student is enrolled in a course of study at Liberty leading to an undergraduate degree; and

WHEREAS, as part of said course of study, the Student desires to partake in an internship or practicum with the Organization designated in the Addendum to this Agreement (the "Organization") for academic credit,

THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, and terms stated in this Agreement, Liberty and Student agree as follows:

I. Obligations of the Parties

A. <u>Liberty's Duties and Obligations</u>.

- a. Liberty shall designate a Faculty Advisor to assist the Student and Organization during the internship or practicum. The Faculty Advisor shall establish the criteria and expectations the Student must fulfill in order to earn academic credit for the internship or practicum. The Faculty Advisor should coordinate with the Student and Site Supervisor to ensure the internship or practicum duties and objectives delineated in the Addendum meet the criteria and expectations. The Faculty Advisor shall have the final say as to whether the Student has fulfilled the requirements of the internship (or practicum) and earned academic credit.
- b. The Faculty Advisor shall award academic credit to the Student for the internship or practicum upon successful and satisfactory completion of the duties and assignments delineated in the Addendum.
- c. The Faculty Advisor shall be reasonably available to the Student and Site Supervisor should any questions arise under this Agreement.
- d. The Faculty Advisor shall provide to the Student the student evaluation forms to be given to the Site Supervisor. The student evaluation forms will be provided prior to the mid-point of the internship (or practicum) and the end of the internship (or practicum).
- B. Student Duties and Obligations. As a representative of the University, the Student shall at all times conduct themselves with excellence and in a professional manner. At all times during the internship or practicum, the Student shall remain in good standing with the University.
- a. <u>Conduct.</u> During the duration of the internship or practicum, the Student assumes the role of student intern, which is a cross between a student and an employee. As such, the Student is required to:
 - i. Abide by the Liberty Way at all times during the internship or practicum;
 - ii. Adhere to the policies, rules, and regulations and dress code of the Organization;
 - iii. Maintain the confidentiality of the Organization; and
 - iv. Complete all tasks and assignments to the satisfaction of the Site Supervisor.
- b. <u>Academic Requirements</u>. In order to receive academic credit for the internship or practicum, the Student shall satisfactorily complete the academic assignments, academic tasks, and other academic projects associated with the internship or practicum as established by the Faculty Advisor. The Student is also required to keep an accurate log of the hours worked during the internship or practicum. The hours required to complete the internship or practicum must be started and finished during the semester for which academic credit is sought. In order to receive academic credit, the Student must satisfy all requirements of the internship or practicum as delineated in this Agreement, including turning in a record of the hours worked, to the Faculty Advisor no later

than ______. Should the Faculty Advisor require the Student to submit a journal or other document describing the Student's experience during the internship or practicum, the Student must turn it in by this date, as well.

- c. <u>Transportation</u>. Student shall provide his/her own transportation to and from the internship or practicum location.
- d. <u>Early Termination</u>. In the event Student wishes to terminate the internship or practicum, the Student shall provide the Faculty Advisor and Site Supervisor with five-days' notice of desire to terminate. In the event of such termination, Student will not earn academic credit and will not be entitled to a refund of any money paid to Liberty related to the internship or practicum, including any tuition or internship application fees.

In the event the internship or practicum is terminated by the Organization for unsatisfactory work or by Liberty for student misconduct, the Student will not earn academic credit and will not be entitled to a refund of any money paid to Liberty related to the internship or practicum, including any tuition or internship application fees.

In the event the internship or practicum is terminated by the Organization for convenience, the Student may complete the required hours with another Organization approved by Liberty.

II. Miscellaneous Provisions

- A. Internship/Practicum Term. The internship or practicum will start and end on the dates designated in the Addendum.
- B. Employment Status of the Student. The Student will not be an employee of the Organization or Liberty. Accordingly, the Student will not be covered under the Organization's or Liberty's Worker's Compensation, social security, or unemployment compensation programs. The Student will be in a learning situation and the primary purpose of the placement is for the Students' learning. The Student shall not at any time replace or substitute for any Organization paid employee. Nor shall Student perform any of the duties normally performed by a paid employee of the Organization except such duties as are a part of their training and are performed by the Student under the direct supervision of an Organization employee. This paragraph does not apply if the Student is a paid by the Organization during the course of the internship or practicum, in which case Student will not be an employee of Liberty and will not be covered under Liberty's Worker's Compensation, social security, or unemployment compensation programs.
- C. <u>Confidentiality</u>. The parties may, throughout the course of the internship or practicum, be provided information not known to the public relating to the Organization's business. Student shall take reasonable measures to protect the confidentiality of such information.
 - <u>Effectiveness of Agreement</u>. This Agreement will only become effective upon Liberty's acceptance of Student's application for the program. Student's application will be deemed accepted when the Faculty Advisor signs this Agreement.
- <u>D. Indemnity</u>. The undersigned Student (or parent(s) and/or legal guardian(s) in the case of a minor Student), jointly and severally, hereby agrees to indemnify, defend, and hold harmless, Liberty University and all of its subsidiaries and other related entities, and its and their respective officers, trustees, employees, and insurers (hereinafter jointly referred to as the "Indemnitees") from any and all actual or alleged claims or causes of action by third parties for any losses, damages, property damage, property loss or theft, costs, expenses (including attorney's fees and opinion witness fees), complaints, personal injury, death or other loss arising from or relating to the Student's participation in the program, including without limitation, the Student's travel to, from and during the internship or practicum.
- E. Agreements Not Limited by Actions of Liberty University. The obligations of Student (or parent(s) and/or legal guardian(s) in the case of a minor Student) as set forth in the preceding paragraph shall not be limited or reduced in any way by any losses, damages, property damage, property loss or theft, costs, complaints,

personal injury, death or other loss, including those resulting from the Student's illness, injury, and/or death, that arise or result, in whole or in part, from the negligence of, or breach of any express or implied warranty or duty of, Liberty University, or any of its subsidiaries and other related entities, or its or their respective officers, trustees, employees, and insurers.

- F. <u>Entire Agreement; Modifications; Severability</u>. This document represents the entire agreement between the parties. This Agreement may only be modified in a writing signed by both parties. If any portion of this Agreement is found to be invalid, unenforceable, waived or otherwise deficient, it will be severable from the remaining provisions and all other provisions will remain in full force and effect.
- <u>G. Governing Law</u>. This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions.

By signing below, the persons signing agree to be bound by the terms and conditions as expressed in this Agreement.

Student Intern: I have read this Agreement carefully before signing it.			
Student Signature	Date		
Parent/Legal Guardian (if student is under 18): I am t have read this Agreement in its entirety and agree to be of the Student and bound by the terms of this Agreemen	e legally responsible for the obligations and acts		
Parent/Legal Guardian Signature (if student is under 18) Date		
Faculty Advisor: I have read this Agreement and approvand agree that the duties and objectives are sufficient to			
Faculty Advisor Signature On behalf of Liberty University, Inc.	Date		

The Site Supervisor is an integral part of the program and is crucial to the student's experience. The Site Supervisor is the Student's most important contact during the duration of the internship or practicum. Therefore, there are certain duties required of the Site Supervisor to ensure the internship or practicum is beneficial both to the Student and the Organization. The Site Supervisor will:

- 1. Consult with the Student and Faculty Advisor in planning internship or practicum opportunities that will satisfy the internship or practicum requirements and objectives;
- 2. Brief the Student on the Organization's rules, regulations, policies, and procedures;
- 3. Make available any equipment, systems, and other supplies to enable the Student to perform any tasks assigned as well as provide training on the proper use of such equipment, systems, and supplies;
- 4. Supervise the Student, or delegate other employees to supervise the Student, at all times during the course of the internship or practicum.
- 5. Verify in writing all hours and dates worked by the Student with a signature on a document for the Student to provide to the Faculty Advisor (i.e., the log sheet the Student is required to maintain throughout the course of the program);
- 6. Provide guidance and feedback to the Student throughout the internship or practicum;
- 7. Protect the confidentiality of any Student information or academic records obtained during the course of the internship or practicum;
- 8. In the event of termination by the Organization, provide five days' notice to the Student and Faculty Advisor with reason for termination (unless the reason for termination involves performance deficiencies or conduct that make Student's continued presence at the internship or practicum site or continued work in the program inappropriate under the circumstances);
- 9. Complete an evaluation of the Student's performance at the midpoint of the semester and forward it to the Faculty Advisor within 10 days of receipt of the evaluation form or at the mid-point of the internship, whichever is later;
- 10. Complete a final evaluation of the Student's performance and forward it to the Faculty Advisor within 10 days of the Student's last day of work; and
- 11. Review the content of such evaluations with the Student.

If the Site Supervisor has any questions, comments, or concerns about the Student or the program, he/she should contact the Faculty Advisor.

Site Supervisor: I have read and understand the duties and responsibilities of the Student in the Undergraduate Student Internship/Practicum Agreement and I concur with the Student's duties/assignments and learning objectives. I have read and understand the duties and responsibilities contained in the Site Supervisor Agreement regarding the role of the Organization and Site Supervisor in the program. By signing below, I agree to execute my duties and meet my responsibilities as the Site Supervisor that are set forth above in order to help the Student satisfy the learning objectives and other requirements of the Undergraduate Student Internship/Practicum Program.

Site Supervisor Signature	Date
Internship/Practicum A	Agreement Addendum
I. Student Information	
Student Name (include maiden name if applicable):	

Student ID #:		
Mailing Address:		
City:	State:	Zip:
Phone:	Email:	Zip: @LIBERTY.EDU
Major/Program:		
International Student (check one	e): YES 🗆 NO 🙃	
Has Student been convicted of a	felony (check one): YES 🗆	NO 🗆
Class Status (check one): Junior	□ Senior □	
Graduation Month/Year:	/(e.g., May/	(2016)
Internship/Practicum Semester:		Course:
Course Credit Hours:		
Required Work Hours (See online	e internship/practicum h	andbook):
II. Organization Information		
Organization:		
	a department/division of L	iberty University must include a faculty reference.
Organization's Mailing Address:		
City:	State:	Zip:
Phone:		
Website:		
Site Supervisor:	Title:	
Phone:	Email:	
Start Date: End Dat	e:Total Agre	ed Upon Work Hours:_
This position is (check one): Unpa	id 🛭 Paid 🗗	
		gift, stipend, or value of trade):
	_	
III. Internship/Practicum Descri	ption & Learning Objectiv	r <u>es</u>
Duties/Assignments (job descrip		
(Together with the Site Supervisor,	dentify the student's duties	and assignments with the Organization. Attach
additional sheet if needed.)		
	·	
Learning Objectives:		
<u> </u>	tudent should accomplish di	uring the internship or practicum. The objectives
		realistic, and achievable. The purpose is to show
what portions of the student's discip		• •
por stone of the beateness though	will be interported in	or one many or producting
		_

Memorandum of Understanding

Between

NCS Pearson, Inc.

And

Woodford County Public Schools

This Memorandum of Understanding (MOU), effective May 1, 2023, sets forth the terms and understanding between NCS Pearson, Inc. ("Pearson") and Woodford County Public Schools ("District") (each a "Party" and together, the "Parties") for the Kentucky Equity-Based Tutoring Program pilot project ("Pilot").

Background

The Summer 2023 Kentucky Equity-Based Tutoring Program (KEBTP) pilot project, sponsored by Pearson, will be a face-to-face connection that will help improve literacy skills in reading and math for selected early primary grade students and provide a ready pool of competent pre- or post-practicum teachers. This will be accomplished by developing a high- quality equity-based primary tutoring program that includes specific data-based decisions and prescribed intervention for identified students. A social emotional component will also be added to this program.

Term

The original term of this agreement was from May 1, 2023- June 1, 2024. We are extending the term of this agreement from May 1, 2023 to July 31, 2025 to cover the Summer 2025 tutoring program.

Purpose

This MOU sets forth the initial understanding of the parties related to the Pilot. Pearson is implementing the Pilot in the District during the Spring and Summer of 2023. The purpose of the Pilot is to improve literacy skills in reading and math for selected early primary grade students.

The District and Pearson have agreed to continue the pilot program for summer of 2025.

Pearson will work with the district to negotiate any additional contract documents to effectuate the Pilot. This will include any license agreement/s, a Pilot statement of work, and any other required agreement/s.

District's Responsibilities

The District will select students to be served based on a predetermined criterion developed by Pearson and KDE. The district will be provided Pearson's Aimsweb+ assessment instrument to identify appropriate instructional needs of each student.

The District will develop communications, coordination of expectations, and training of selected teachers. Due to the sensitivity of the data only the district staff with clearance will be able to access the local assessment data for individual student performance.

The District will provide access to their selected social emotional curriculum and training for participating tutors in the summer 2025 program.

Once the students are identified the district will help facilitate a summer home to school component that may be include personal contact with parents.

Pearson's Responsibilities

Pearson will structure the implementation for the overall summer tutoring session effort which will include the predetermined selection criteria for students along with providing Aimsweb+ which will be used as the progress monitoring tool that will provide clear instructional needs for each student. Pearson will supply the necessary equipment and virtual access to all students as needed.

Pearson will provide materials from Johns Hopkins Proven Tutoring Research Project. <u>Home-ProvenTutoring.Org</u> These will be for K-3 students in Reading and Math. Tutors and interventionists will be trained for the implementation of this curriculum by University of North Carolina and Vanderbilt.

Pearson will support a social emotional component by utilizing the social emotional curriculum selected and provided by the District. This will be taught by the Tutors during a daily lesson in the summer session.

Pearson will do a nation-wide search for tutoring candidates.

Pearson will accept applications and interview pre-practicum teachers to hire and provide necessary training to Tutors.

Pearson will be responsible for paying the tutors for their services.

Contact Information

NCS Pearson, Inc. Name: Llana Williams Position: Vice President

Address: 5601 Green Valley Drive, Bloomington, MN 5543

Telephone: 719-338-9754

E-mail: llana.williams@pearson.com

Woodford County Public Schools

Name: Danny Adkins

Position: Superintendent

Address: 330 Pisgah Pike Versailles, KY

Telephone: 858-879-4600

E-mail: daany.adkins@woodford.kyschools.us

This Document acknowledges mutual agreement between the Parties of the terms and conditions provided herein.

Date:

NCS Pearson, Inc. Name: Llana Williams

Title: VP School Assessment

Date:

Woodford County Public Schools

Name: Danny Adkins

Title: Superintendent

WOODFORD COUNTY BOARD OF EDUCATION AGENDA ITEM

ITEM #:	DATE:
TOPIC/TIT	ΓLE: Data Sharing Agreement
PRESENTI	ER: Josh Raybunr
ORIGIN:	
ACT	PIC PRESENTED FOR INFORMATION ONLY (No board action required.) FION REQUESTED AT THIS MEETING M IS ON THE CONSENT AGENDA FOR APPROVAL FION REQUESTED AT FUTURE MEETING: (DATE) ARD REVIEW REQUIRED BY
	STATE OR FEDERAL LAW OR REGULATION BOARD OF EDUCATION POLICY OTHER:
PREVIOUS	S REVIEW, DISCUSSION OR ACTION:
	PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION EVIOUS REVIEW OR ACTION
	DATE: ACTION:
BACKGRO	OUND INFORMATION:
	required to approve all contracts or agreements Y OF MAJOR ELEMENTS:
	greement to share our iReady scores with the company we are using as part of the Kentucky Data lot. There is no cost and the board has already approved the agreement for us to be a part of the pilot.
IMPACT O	ON RESOURCES:
TIMETAB	LE FOR FURTHER REVIEW OR ACTION:
SUPERINT	ENDENT'S RECOMMENDATION: Recommended

Curriculum Associates

DATA SHARING CONSENT FORM

Woodford County Public Schools has requested that Curriculum Associates, LLC ("Curriculum Associates") provide certain student data to Ed-Fi, an authorized agent/contractor of Woodford County Public Schools. In light of this request, Woodford County Public Schools hereby acknowledges and agrees as follows:

- Curriculum Associates is an authorized agent/contractor of Woodford County Public Schools and
 is entitled to receive Customer Data from Woodford County Public Schools in connection with the
 provision of educational services to Woodford County Public Schools.
- 2. Ed-Fi is also an authorized agent/contractor of Woodford County Public Schools and is entitled to receive Customer Data from Woodford County Public Schools in connection with the provision of services to Woodford County Public Schools.
- 3. Woodford County Public Schools hereby authorizes Curriculum Associates to provide certain Customer Data (defined below) to Ed-Fi to allow Curriculum Associates and Ed-Fi to better provide such services to Woodford County Public Schools. Woodford County Public Schools acknowledges and agrees that this sharing of Customer Data is at the request of Woodford County Public Schools, and Woodford County Public Schools hereby consents to the provision of such data to Ed-Fi by Curriculum Associates by a secure means as reasonably agreed upon by and Curriculum Associates and Ed-Fi.
- 4. Ed-Fi and Curriculum Associates recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations ("Personally Identifiable Information"). Ed-Fi and Curriculum Associates may not generally disclose Personally Identifiable Information or Customer Data from an eligible student's educational record to any other party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or the School Official exemption ("School Official Exemption"). Woodford County Public Schools acknowledges and agrees that Ed-Fi shall be responsible for all Customer Data in its possession and control. Curriculum Associates shall have no liability or responsibility for any unauthorized disclosures of Customer Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of Ed-Fi. Ed-Fi and/or Curriculum Associates shall notify Woodford County Public Schools promptly, but in no event less than 72 hours, of any known unauthorized use or access of the Customer Data or Personally Identifiable Information. The party responsible for the unauthorized use or access of the Customer Data or Personally Identifiable Information will assist in any efforts by Woodford County Public Schools to investigate and respond to any unauthorized use or access.
- 5. Curriculum Associates shall only be responsible for Customer Data that is in its possession or control. Nothing in this Agreement shall in any way limit the obligation of Curriculum Associates to protect and preserve Customer Data that is in its possession or control.

Curriculum Associates

- 6. For purposes of this Agreement, "Customer Data" shall mean the following data, which is to be provided to Ed-Fi by Curriculum Associates.
- 7. The Customer Data and Personally Identifiable Information shared shall be used for no purpose other than in connection with the use of Curriculum Associates' products, as authorized by DISTRICT and/or otherwise authorized under law.

This Data Sharing Consent Form is hereby executed by an authorized representative of Woodford County Public Schools, whose signature can be found below.

Signature:	Date:
Print Name:	
Title:	



Bill To

WOODFORD CO PUBLIC SCHOOLS 330 PISGAH PIKE VERSAILLES, KY 40383

Email: AP.WCPS@WOODFORD,KYSCHOOLS.US

Phone: 859-879-4600

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES. PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20253722

-00

KY Sales Tax Exempt No. C00859

Vendor

AIR-TIME, INC. 140 DEWEY DRIVE **NICHOLASVILLE, KY 40356** Ship To

WOODFORD CO MIDDLE SCHOOL 100 SCHOOL HOUSE RD VERSAILLES, KY 40383

Email:

SAMANTHA.VERTREES@WOODFORD.KYSCHOOLS.US

Phone: 859-879-4650

VENDOR PHONE NUMBER

VENDOR FAX NUMBER

REQUISITION NUMBER

DELIVERY REFERENCE

859-351-5921

5102868

KIM JOYNER

DATE ORDERED

01/15/2025

VENDOR NUMBER 8049

DATE REQUIRED

FREIGHT METHOD/TERMS

DEPARTMENT/LOCATION

WOODFORD CO MIDDLE SCHOOL

NOTES

SAF INFLATABLES FOR MAY CELEBRATION

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading ***Price increases exceeding 10% of PO Total must be approved prior to delivery of goods; please do not fill order until revised PO is received. No Substitutes.***

SMALL PURCHASE LESS THAN \$40000 45A.385

ITEM# 1

DESCRIPTION / PART #

OTY

1.0

HOM **EACH**

UNIT PRICE

\$1,750.00

EXTENDED PRICE

\$1,750.00

INFLATABLES FOR FINAL CELEBRATION DAY ON 5/16/2025

GL Account: 0852535 - 0675 - 7236S

\$1,750.00

APPROVAL WORKFLOW HISTORY

Process Activity Date Approver REQ 01/13/2025 Approved Anita Mize REBECCA PRESTON REQ Approved 01/13/2025 RQC Approved 01/15/2025 **Penny Bennett**

Approved by 9696rpre

Comments

By signing below, I am verifying all items have been received, any exception is noted above.

Received/Authorization to Pay Date

\$0.00 Total Ext. Price \$0.00 **Total Freight Total Discount** \$0.00 **Total Credit** \$0.00 \$1,750.00 **Purchase Order Total**



Invoice: 38110901 Order Date: 1/9/2025

Air-Time Inflatables Inc.

140 Dewey Drive Nicholasville, KY, 40356

Phone: (859) 351-5921

Event Location
WCMS
Contact: Kim Joyner
100 schoolhouse road
versailles , KY 40383

Start Date: 5/16/2025 9:00am End Date: 5/16/2025 3:00pm

Delivery method: Delivery/Setup/Takedown

Name	Qty	Total
rame	l Qty	Total
Attendants / \$30 per hour	1	\$180.00
Full Court Press Hoops / Up to 4hrs / \$250	1	\$250.00
40 ft. Obstacle Course with Slide / Up to 4 hrs	1	\$475.00
Generator / S125	3	\$375.00
20 ft. Sunrise Screamer Slide / Up to 4 hours / \$425	1	\$425.00
Connect 4 Basketball / Up to 4 hrs / \$250	1	\$250.00
Bungee Run / Joust Combo / Up to 4hrs / \$450	1	\$450.00
Additional Insured	1	\$100.00

Additional insured	1 9100.00
Discount	
Rentals subtotal	\$2,505.00
Staffing	\$0.00
Delivery	\$50.00
Fees	\$0.00
	\$805.00
Sales Tax	Exempt 0% \$0.00
Total	\$1,750.00
Deposit Due	\$0.00
Amount Paid	\$0.00
Balance Due	\$1,750.00

-will use at least one maybe a second inflatable off of existing power underneath of bleachers

-Air-Time will provide one event supervisor who will maintain generator fuel levels and equipment as well as overseeing the teacher/volunteers at each inflatable, generators were discounted off for free.

-generators discounted off

Contract and Terms

DELIVERY AND PICKUP

Reservation Length: All regular prices are for an 4 hour rental term, all rentals over 4 hours will be charged according to the number of hours rented. Earliest deliveries start from 6am on the day of the event and can range to the customers desired delivery time. Pickups can range up to 4 hours after the desired pickup time. It is required to have at least a 3-4-hour window for delivery and pickup times so drivers can make deliveries on time, otherwise, delivery and pickup times are NOT

GUARANTEED. Latest pickup time is at 10pm. If the event goes late into the night it is recommended to choose the overnight rental option (additional fee depending on product rented), which we will than pickup the following morning between 7am - 12pm.

Delivery: Delivery rates are based on mileage. Delivery rates cover our two trips down and back to your location for setup and then pickup. Delivery times should be 1-3 hours before the start of your event, however, deliveries will be made between 7am and your reservation time (this is necessary in order to meet all customers' requested reservation times). The person who made the reservation or who made payment must be present during the time of delivery for the rental. If the customer is not present and another person directs the setup, Air-Time will not be held responsible. Customer is required to check the rented unit and all tie downs before the driver leaves because there is no guarantee that the driver can return before the pick up time. Deliveries for overnight orders are required to be scheduled for delivery no earlier than 12pm since it will be picked up the next morning.

Pickup: Pickup's will begin from your requested time and not before unless advised by the customer. Pickups can range up to 4 hours after on peak days (since drivers have more than one order ending at the same time, they may be delayed). If you are finished using the bouncers before the pickup time, you may simply unplug the unit until the driver arrives for pickup. If the driver is running late or should anything happen you will be contacted. We ask all residential customers to be flexible with setup and takedown times to ensure public events are removed in a timely fashion. Overnight pickups are done the next morning between 7am - 12pm.

Setup: Inflatables can be setup on grass, concrete, asphalt or hardwood. Sharp objects such as tree branches above pr on the ground can damage the inflatable. Please have all items clear as well as pet droppings from your desired setup location. Cleaning fees apply for units to be set up on sand after permission from AT management, customer MUST notify AT during reservation. It is the Customer's responsibility to make sure there is a large enough space for setup. Customer is responsible for measuring their setup area to make sure it will fit. If, upon delivery time, Air-Time discovers there is not enough space for setup, over head power lines, sharp objects in the yard, pet droppings etc. then a cancellation fee may be applied up to the full amount of the rental. Hills or slight inclines in setup locations should be a maximum of 5 degrees and should always be noted when the order is taken. The inflatables are extremely heavy and we want the safest most direct route. Gates and walkways have to be a minimum of 3.5 feet wide for all inflatables and 5-11 feet wide for the following: If you are a school please have janitors remove the center dividers to any doubte doors used for setup prior to arrival.

Deluxe <u>Dunk Tank</u> - requires 6,5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline (The Basic Backyard Foldable Dunk Tank can go through 3 foot pathway)

All Mechanical Bull/Surf RIDES- requires 6.5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline Euro Bungee Trampoline - requires 10 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline 24 ft. Rock Climbing Wall - requires 13 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline/curbs

Stairs: Customer must inform Air-Time of any stairs/steps/hills present to the area of setup. Maximum of 15 stairs/steps allowed for Bounce Houses, 10 stairs/steps for larger inflatables, and absolutely no stairs/steps allowed for products mentioned above inthe Special Circumstances Rides section. If steps surpass maximum allowed there will either be a additional fee applied or reservation will be cancelled and a 100% cancellation fee will be applied and full balance will be due.

Water Slides: Water slides require a regular garden hose (not provided) within range of the setup area. Water slides DO NOT come with mats or any cushions to be placed under the pool area, if customer wishes to place mats for extra cushion, they need to provide it during the delivery time. Water should be turned off when the water slide or slip n slide is not being used.

Tables & Chairs: Delivery of the tables, chairs or non inflatable items are not included in the cost of renting the items. Unless rented with an inflatable, an additional \$25.00 local delivery fee will be attached to any order consisting of these items alone. Delivery of these items are only "curbside delivery". The items will be dropped off at the renter's address, but not set up. Setup of these items is entirely the renter's responsibility. We ask that the items be prepared for pick-up just as they were dropped off; that is to say that all tables and chairs should be folded and stacked as they were dropped off.

POLICY

If a customer decides to cancel their reservation, they must do so 21days before their reservation date to avoid cancellation fees. If the customer cancels their order 48 hours (1-2 days) of their reservation date, a cancellation fee of 50% of the remaining rental total will be applied if the event is not rescheduled. If the customer cancels the order the day of the rental, they will be charged the entire rental balance, customers do have the option to reschedule the event within the same calendar year as the original order or use the deposit towards a separately scheduled event.

If the customer cannot get a hold of the company, or has called after business hours, it is still the customer's responsibility to leave a message in the company's messaging system (859-351-5921) about cancelling their reservation or sending an email to office@airtimeinflatablesky.com regarding the cancellation.

RAIN POLICY: Customer deposits are non-refundable due to bad weather the day of the event. We do offer rain checks in the event of bad weather and can be rescheduled up to 2 times within the same calendar year. You must let us know 1 day prior to your event what the new event date is for rescheduling.

If customer decides to go ahead with the order even although the weather forecast says it will rain, but it is not actually raining at the time, then we will go ahead and deliver the order. However, if it does start to rain during the rental time, Air-Time reserves the right to cancel the order, due to safety concerns, with NO refund provided. During rain/inclement weather, it is unsafe for anyone to play inside the inflatables during rain showers, therefore we do cancel orders during extreme rainy/inclement weather days. However, since people do have events and parties that are usually planned out weeks/months before, or may take place indoors, we give customers the option to deliver the order or cancel it for days that are predicted to rain. You may towel dry the inflatable after rain and continue play once dry again.

It is the customer's responsibility to contact Air-Time to cancel their order or to reschedule. If customer decides to cancel order once Air-Time driver has already arrived at their location, Air-Time reserves the right to charge customer in full.

DELIVERY: To the address specified above by lessee (customer). Lessee grants lessor right to enter the property at the said street address for the delivery and subsequent pickup of the leased unit at or around the specified times above.

General Rules to use by lessee when in possession of rental unit. Only compatible age groups and sizes shall play in/on leased unit at the same time. No adults with children at anytime, this could cause severe injury and/or death to a child if thrown from unit. The maximum number of children in/on unit(s) shall not exceed Air-Time recommendations given on site or 400lbs, which ever is greater.

All children must remove shoes, eye glasses and sharp objects before playing in/on leased unit(s). To avoid neck or back injuries: WRESTLING and FLIPS are NOT PERMITTED in/on unit. Children's safety depends on you. Adult supervision is required at all times. As the Lessee of the above unit(s) the safety of all participants is your responsibility.

Absolutely no silly string, gum, food, drinks or other sticky substances allowed in/on unit(s). If violated and cleaning/ drying out is required, lessee agrees to pay S150 Cleaning/Drying fee. If Silly String is put on vinyl, permanent damage may occur to the unit(s) and FULL replacement cost of unit will be charged to Lessee (customer).

DO NOT MOVE UNIT from original setup location. DO NOT overload any circuit, it is the responsibility of the Lessee to provide the appropriate 110volt/20amp circuits for each rented unit(s).

Lessee acknowledges being given operating instructions on all leased units and fully understands the safe operation of each unit.

No Alterations, liquids, oils or bubbles should be made or added to the leased unit (example: Adding water to non water units) without Air-Time Inc. office permission via email. \$150 cleaning/drying fee shall be added per unit and Lessee agrees to pay this fee.

ELECTRICAL RESPONSIBILITY

NOTE: Providing adequate electricity is solely the customers responsibility. Customer must make sure there are an adequate number of electrical outlets, with sufficient power, to keep the units working properly. If there are no electrical outlets available at the setup location (i.e. parks, fields, parking lots), then a Generator will be required. If event cannot be completed due to insufficient power then full payment is still required. Electrical Outlets: Electricity outlets must be capable of providing a dedicated minimum of 15 Amps for each blower. Make sure the electric outlet you intend to use is equipped with a Ground Fault Circuit Interrupter (GFCI, most new electric outlets are). Please check all electricity outlets you plan to use for Air-Time equipment to ensure there will be an adequate supply of electricity. Insufficient electricity can create major problems during the course of the rental period (i.e. setup delays, constant deflation), therefore, we urge all customers to make preparations and exam electricity outlets to make sure they will provide sufficient electricity.

Extension Cords: Please be ready to have the location of the inflatable within 100ft of the outlet of use. The extension cords used must be 3prong cords that are UL and CE approved and no less than 14/3 gauge.

Generators: Generators rented through Air-Time typically last up to 4-6 hours with the gas provided, additional hours will require additional gas provided by the customer. Generators typically can power two inflatable blower fans. Air-Time will let you know how many generators you would need for the items selected in your rental.

SITE PREPARATION

Customer must make sure setup site is ready, (i.e. lawn sticks, vehicles/obstacles out of the way, animal feces removed, setup location cleared) before driver is scheduled to arrive. If the site is not ready or accessible when the driver arrives, or if rented equipment cannot be moved directly on site (extra handling involved) the customer may be charged an additional delivery fee. If site is not prepared driver might be forced to leave and reschedule your delivery at a later time, in which case a delivery fee might be applied and full price for the rental will be required.

We cannot dolly our equipment long distances please have short, direct paths to the setup location.

Please do not mow right before your event as the grass clippings get inside of the unit and attached to your guests clothing. Making it a messy play area as

Underground Utilities: Please be ready to inform driver of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.), that may interfere with the ability to stake and/or anchor equipment. Customer assumes responsibility for any damage to underground equipment, or landscaping resulting from equipment installation. It is recommended you contact Kentucky 811 by dialing 8-1-1 at least one week before your event.

PAYMENT

All customers are required to show a valid identification (drivers license, state issued ID, or passport) upon delivery time along with their credit card if form of payment iw with credit card.

Deposit: A deposit of 25% is required when placing an order through our website or with mailed in contract and payment.

Credit Card: All major credit cards are accepted. To pay the balance by credit card customer must pay before or during event delivery time. Our drivers carry mobile card readers with them to take payments on the go. Online credit card transactions subject to convenience fee.

Check: All payments using checks must be made the time of delivery. Air-Time does charge a \$50 fee for any returned checks.

Cash: The preferred method of payment is C.O.D. (Cash on Delivery). Customer can decide to pay COD without placing any deposit (a credit card number will be required to be placed on file). Customer is required to have exact cash amount for the balance due since drivers do not carry

Collections: Any balance that is unpaid after 30 days of the event date will be sent to collections or local county attorney. We will make our best effort to contact you via phone and email to notify you of any unpaid balances. If after 30 days we still do not get a reply back or payment made for outstanding balances due, then we will have to send the invoice to collections for further processing.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

RELEASE OF LIABILITY: The Lessee agrees to full liability of any accident/injury to anyone in/on said leased unit(s). Air-Time inc. shall not be held liable for any accident/injury caused during Lessee's possession unless due to mechanical failure or faulty equipment. Lessee understands serious injury or possible death can occur if rules are not followed in/on equipment.

Renter agrees to hold FULL responsibility in ensuring safe operation of Air-Time equipment, to follow any safety rules posted on Product(s) and/or verbally given, and to supervise the Product(s) rented and any and all participants. Renter understands and acknowledges that any activity in connection to Product(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing and colliding. Renter understands such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Renter agrees to release, forever discharge and hold harmless Air-Time Inc., including its officers, employees, subcontractors and/or agents from any injury, damages or claims that result from Renter negligence including any injuries, claims or damages asserted by Renters guests, invitees or third parties. Renter agrees to report any damage, injury or claim to Air-Time Inc. within five (5) days of the reservation date; failure to do so will result in negligence from Renter and release of any liability or responsibility from Air-Time. Further, Renter agrees not to hold Air-Time, including its officers, employees, subcontractors and/or agents liable or accountable for any costs arising out of or in connection to attorney's fees and/or claims brought up in court involving the use of any Product(s). Renter shall indemnify and hold harmless Air-Time, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by Renter directly or indirectly, in connection with the rental of Product(s) due to negligence of Air-Time Inc.

The Lessee agrees to full liability of any accident/injury to anyone in/on said leased unit(s). Air-Time inc. shall not be held liable for any accident/injury caused during Lessee's possession unless due to mechanical failure or faulty equipment. Lessee understands serious injury or possible death can occur if rules are not followed in/on equipment.

The Lessee is responsible for all damages done to above listed rental unit(s). The Lessee is also responsible for all repair cost or even replacement cost if unit cannot be safely repaired.

ASSUMPTION OF THE RISK AND WAIVER LIABILITY RELATING TO COVID-19/CORONAVIRUS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Air-Time Inflatables Inc. has created new protocols and put into place preventative measures to reduce the spread of COVID-19; however, Air-Time Inflatables Inc. cannot guarantee that anyone working for, or attending, the events ran by Air-Time Inflatables Inc. will not become infected with COVID-19. Further, attending any event with Air-Time Inflatables Inc. present may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that my children and I may be exposed to, in relation to participating in events where Air-Time Inflatables Inc. is present, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed, to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Air-Time Inflatables Inc. employees or volunteers, event participants, and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury of myself or my children related to participation in an event with Air-Time Inflatables Inc. present, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind, that I or my children may experience in relation to events with Air-Time Inflatables Inc. present. I hereby release, covenant not to sue, discharge, or hold harmless Air-Time Inflatables Inc. or their employees, volunteers, agents, and representatives, of and from the claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Air-Time Inflatables Inc., their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event where Air-Time Inflatables Inc. is present.

SUPERVISION OF INFLATABLES

Customer is responsible for supervising the safety and conduct of all participants using AIR-TIME products. Therefore, there should be a responsible and mature adult supervising the operation of the units at all times. Safety of all participants in/on units is the responsibility of the person supervising. All units come with safety instructions (usually located on the front of the unit), which need to be read and understood by any and all people supervising. Participants inside the units SHOULD NOT, AT ANY TIME, be allowed to do anything that is/are prohibited by the safety rules. Blatant disregard of the safety rules may result in physical injuries and/or additional fees for any food, silly string, or items not allowed.

Air-Time does provide staffing for larger events. Attendants will come out and supervise the safety of participants using the inflatable products. However, the responsibility of making children follow attendants guidelines is the adults or parents responsibility. Each staff person is \$20 per hour with a \$80 minimum.

Inclement Weather Policy: DURING A PERIOD OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WIND, WET GROUND, ETC.) WE RESERVE THE RIGHT TO CANCEL THE RESERVATION IF DEEMED NECESSARY, RIGHT UP TO THE START TIME OF THE EVENT OR DURING THE EVENT IF DUE TO POOR WEATHER, WIND OR LOCATION CONDITIONS.

Rain during event ends the event immediately. Inflatables are no longer safe for use at this point due to electrical shock or becoming very slippery when wet. After setup, customer agrees to payment in full, no matter how long event lasts, if event ends due to poor weather conditions listed above.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

- 1. Provide the necessary power cords to reach a maximum of 100ft, from power source.
- 2. Deliver, set-up and take down items listed on contract excluding chairs and/or tables.

Lessee will

- 1. Provide 7 110volt/20amp electric circuits within 100ft, of setup of each rented item
- 2. Provide any required entrance and parking passes.
- 3. Provide volunteer(s) to receive safety instructions before the event start time.
- 4. Provide event contact on location for setup instructions for Air-Time staff at least 1-2hrs prior to event start time. Air-Time staff has a strict delivery schedule and cannot be responsible if customer does not show up on time for event setup. In the event Air-Time staff has to leave for the next delivery due to event contact delays, full event balance will be paid by customer.

NE DEAD THIS CONTRACT AND ACREE OF INDEPOTANCE THE CONTENT

Details for *rentainame*:

"rentalcontract"

Signature

Printed Name

THAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.				
	Date			



Kids Win!

Bill To

WOODFORD CO PUBLIC SCHOOLS 180 FRANKFORT ST VERSAILLES, KY 40383

Email: AP.WCPS@WOODFORD.KYSCHOOLS.US

Phone: 859-879-4600

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES. PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20253914

-00

KY Sales Tax Exempt No. C00859

Vendor

01/27/2025

AIR-TIME, INC. 140 DEWEY DRIVE NICHOLASVILLE, KY 40356 Ship To

WOODFORD CO MIDDLE SCHOOL 100 SCHOOL HOUSE RD VERSAILLES, KY 40383

HOM

EACH

Email:

SAMANTHA.VERTREES@WOODFORD.KYSCHOOLS.US

Phone: 859-879-4650

VENDOR PHONE NUMBER

VENDOR FAX NUMBER

REQUISITION NUMBER

DELIVERY REFERENCE KAITLYN LYLE

859-351-5921 **DATE ORDERED**

VENDOR NUMBER 8049

DATE REQUIRED

5103110 FREIGHT METHOD/TERMS

QTY

1.0

DEPARTMENT/LOCATION

EXTENDED PRICE

\$850.00

WOODFORD CO MIDDLE SCHOOL

UNIT PRICE

Comments

Approved by 9696rpre

\$850.00

NOTES

SAF INFLATABLES FOR MAY CELEBRATION

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***Price increases exceeding 10% of PO Total must be approved prior to delivery of goods; please do not fill order until revised PO is received. No Substitutes.**

SMALL PURCHASE LESS THAN \$40000 45A.385

ITEM# **DESCRIPTION / PART #** QUOTE #38366001 WCMS BASH ON THE GRASS 05/16/2025 6:00 PM-8:00 PM

\$30/HOUR WRECKING BALL/UP TO 4 HRS/\$395

GENERATOR/\$125 2- \$250 FOOTBALL CHALLENGE/UP TO 4 HRS/\$275 CONNECT 4 BASKETBALL/UP TO 4 HRS/\$250

DISCOUNT \$410

Freight:

GL Account: 0852535 - 0675 - 7236S

\$50.00 \$900.00

APPROVAL WORKFLOW HISTORY

Process Activity Date Approver REQ Approved 01/27/2025 Anita Mize REQ Approved 01/27/2025 REBECCA PRESTON RQC Approved 01/27/2025 Penny Bennett

By signing below, I am verifying all items have been received, any exception is noted above.

Date Received/Authorization to Pay

Total Ext. Price \$0.00 **Total Freight** \$0.00 **Total Discount** \$0.00 **Total Credit** S0.00 **Purchase Order Total** \$900.00



Event Location WCMS Bash on the Grass Contact: Kaitlyn Lyle 100 School House Rd Versailles, KY 40383 Cell: (859) 879-4650

Attendants / \$30 per hour

Wrecking Ball / Up to 4hrs / \$395

Name

Invoice: 38366001 Order Date: 1/20/2025

Air-Time Inflatables Inc.

140 Dewey Drive Nicholasville, KY, 40356

Phone: (859) 351-5921

Total

Start Date: 5/16/2025 6:00pm End Date: 5/16/2025 8:00pm

Qty

1

Delivery method: Delivery/Setup/Takedown

\$90.00

\$395.00

Generator / S125	2 \$250.00		
Football Challenge / Up to 4 hrs / \$275	1 \$275.00		
Connect 4 Basketball / Up to 4 hrs / \$250	1 \$250.00		
Discount			
Rentals subtotal	\$	1,260.00	
Staffing		\$0.00	
Delivery		\$50.00	
Fees		\$0.00	
	\$410.00		
Sales Tax	Exempt 0%	\$0.00	
Total	·	\$900.00	
Deposit Due		S225.00	
Amount Paid		\$0.00	
Balance Due		\$900.00	

⁻Air-Time will provide a event supervisor to oversee the volunteers watching the inflatables.

⁻if indoor and generators are removed price is the same. Generators included as part of discount package

Contract and Terms

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Deluxe <u>Dunk Tank</u> - requires 6.5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline (The Basic Backyard Foldable Dunk Tank can go through 3 foot pathway)

through 3 foot pathway)

All Mechanical Bull/Surf RIDES- requires 6.5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

Euro Bungee Trampoline - requires 10 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

24 ft. Rock Climbing Wall - requires 13 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline/curbs

Stairs: Customer must inform Air-Time of any stairs/steps/hills present to the area of setup. Maximum of 15 stairs/steps allowed for Bounce Houses, 10 stairs/steps for larger inflatables, and absolutely no stairs/steps allowed for products mentioned above inthe Special Circumstances Rides section. If steps surpass maximum allowed there will either be a additional fee applied or reservation will be cancelled and a 100% cancellation fee will be applied and full balance will be due.

Water Slides: Water slides require a regular garden hose (not provided) within range of the setup area. Water slides DO NOT come with mats or any cushions to be placed under the pool area, if customer wishes to place mats for extra cushion, they need to provide it during the delivery time. Water should be turned off when the water slide or slip n slide is not being used.

Tables & Chairs: Delivery of the tables, chairs or non inflatable items are not included in the cost of renting the items. Unless rented with an inflatable, an additional \$25.00 local delivery fee will be attached to any order consisting of these items alone. Delivery of these items are only "curbside delivery". The items will be dropped off at the renter's address, but not set up. Setup of these items is entirely the renter's responsibility. We ask that the items be prepared for pick-up just as they were dropped off; that is to say that all tables and chairs should be folded and stacked as they were dropped off.

POLICY

If a customer decides to cancel their reservation, they must do so 21days before their reservation date to avoid cancellation fees. If the customer cancels their order 48 hours (1-2 days) of their reservation date, a cancellation fee of 50% of the remaining rental total will be applied if the event is not rescheduled. If the customer cancels the order the day of the rental, they will be charged the entire rental balance, customers do have the option to reschedule the event within the same calendar year as the original order or use the deposit towards a separately scheduled event.

If the customer cannot get a hold of the company, or has called after business hours, it is still the customer's responsibility to leave a message in the company's messaging system (859-351-5921) about cancelling their reservation or sending an email to office@airtimeinflatablesky.com regarding the cancellation.

RAIN POLICY: Customer deposits are non-refundable due to bad weather the day of the event. We do offer rain checks in the event of bad weather and can be rescheduled up to 2 times within the same calendar year. You must let us know 1 day prior to your event what the new event date is for rescheduling.

If customer decides to go ahead with the order even although the weather forecast says it will rain, but it is not actually raining at the time, then we will go ahead and deliver the order. However, if it does start to rain during the rental time, Air-Time reserves the right to cancel the order, due to safety concerns, with NO refund provided. During rain/inclement weather, it is unsafe for anyone to play inside the inflatables during rain showers, therefore we do cancel orders during extreme rainy/inclement weather days. However, since people do have events and parties that are usually planned out weeks/months before, or may take place indoors, we give customers the option to deliver the order or cancel it for days that are predicted to rain. You may towel dry the inflatable after rain and continue play once dry again.

It is the customer's responsibility to contact Air-Time to cancel their order or to reschedule. If customer decides to cancel order once Air-Time driver has already arrived at their location, Air-Time reserves the right to charge customer in full.

DELIVERY: To the address specified above by lessee (customer). Lessee grants lessor right to enter the property at the said street address for the delivery and subsequent pickup of the leased unit at or around the specified times above.

General Rules to use by lessee when in possession of rental unit. Only compatible age groups and sizes shall play in/on leased unit at the same time. No adults with children at anytime, this could cause severe injury and/or death to a child if thrown from unit. The maximum number of children in/on unit(s) shall not exceed Air-Time recommendations given on site or 400lbs, which ever is greater.

All children must remove shoes, eye glasses and sharp objects before playing in/on leased unit(s). To avoid neck or back injuries: WRESTLING and FLIPS are NOT PERMITTED in/on unit. Children's safety depends on you. Adult supervision is required at all times. As the Lessee of the above unit(s) the safety of all participants is your responsibility.

Absolutely no silly string, gum, food, drinks or other sticky substances allowed in/on unit(s). If violated and cleaning/ drying out is required, lessee agrees to pay \$150 Cleaning/Drying fee. If Silly String is put on vinyl, permanent damage may occur to the unit(s) and FULL replacement cost of unit will be charged to Lessee (customer).

DO NOT MOVE UNIT from original setup location. DO NOT overload any circuit, it is the responsibility of the Lessee to provide the appropriate 110volt/20amp circuits for each rented unit(s).

Lessee acknowledges being given operating instructions on all leased units and fully understands the safe operation of each unit.

No Alterations, liquids, oils or bubbles should be made or added to the leased unit (example: Adding water to non water units) without Air-Time Inc. office permission via email. \$150 cleaning/drying fee shall be added per unit and Lessee agrees to pay this fee.

Title to: Lessee agrees not to sublease.

ELECTRICAL RESPONSIBILITY

NOTE: Providing adequate electricity is solely the customers responsibility. Customer must make sure there are an adequate number of electrical outlets, with sufficient power, to keep the units working properly. If there are no electrical outlets available at the setup location (i.e. parks, fields, parking lots), then a <u>Generator</u> will be required. If event cannot be completed due to insufficient power then full payment is still required. Electrical Outlets: Electricity outlets must be capable of providing a <u>dedicated minimum of 15 Amps for each blower</u>. Make sure the electric outlet you intend to use is equipped with a <u>Ground Fault Circuit Interrupter</u> (GFCI, most new electric outlets are). Please check all electricity outlets you plan to use for Air-Time equipment to ensure there will be an adequate supply of electricity. Insufficient electricity can create major problems during the course of the rental period (i.e. setup delays, constant deflation), therefore, we urge all customers to make preparations and exam electricity outlets to make sure they will provide sufficient electricity.

Extension Cords: Please be ready to have the location of the inflatable within 100ft of the outlet of use. The extension cords used must be 3-prong cords that are UL and CE approved and no less than 14/3 gauge.

Generators: Generators rented through Air-Time typically last up to 4-6 hours with the gas provided, additional hours will require additional gas provided by the customer. Generators typically can power two inflatable blower fans. Air-Time will let you know how many generators you would need for the items selected in your rental.

SITE PREPARATION

Customer must make sure setup site is ready, (i.e. lawn sticks, vehicles/obstacles out of the way, animal feces removed, setup location cleared) before driver is scheduled to arrive. If the site is not ready or accessible when the driver arrives, or if rented equipment cannot be moved directly on site (extra handling involved) the customer may be charged an additional delivery fee. If site is not prepared driver might be forced to leave and reschedule your delivery at a later time, in which case a delivery fee might be applied and full price for the rental will be required.

We cannot dolly our equipment long distances please have short, direct paths to the setup location.

Please do not mow right before your event as the grass clippings get inside of the unit and attached to your guests clothing. Making it a messy play area as well

Underground Utilities: Please be ready to inform driver of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.), that may interfere with the ability to stake and/or anchor equipment. Customer assumes responsibility for any damage to underground equipment, or landscaping resulting from equipment installation. It is recommended you contact Kentucky 811 by dialing 8-1-1 at least one week before your event.

PAYMENT

All customers are required to show a valid identification (drivers license, state issued ID, or passport) upon delivery time along with their credit card if form of payment iw with credit card.

Deposit: A deposit of 25% is required when placing an order through our website or with mailed in contract and payment.

Credit Card: All major credit cards are accepted. To pay the balance by credit card customer must pay before or during event delivery time. Our drivers carry mobile card readers with them to take payments on the go. Online credit card transactions subject to convenience fee.

Check: All payments using checks must be made the time of delivery. Air-Time does charge a \$50 fee for any returned checks.

Cash: The preferred method of payment is C.O.D. (Cash on Delivery). Customer can decide to pay COD without placing any deposit (a credit card number will be required to be placed on file). Customer is required to have exact cash amount for the balance due since drivers do not carry change with them.

Collections: Any balance that is unpaid after 30 days of the event date will be sent to collections or local county attorney. We will make our best effort to contact you via phone and email to notify you of any unpaid balances. If after 30 days we still do not get a reply back or payment made for outstanding balances due, then we will have to send the invoice to collections for further processing.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

RELEASE OF LIABILITY: The Lessee agrees to full liability of any accident/injury to anyone in/on said leased unit(s). Air-Time inc. shall not be held liable for any accident/injury caused during Lessee's possession unless due to mechanical failure or faulty equipment. Lessee understands serious injury or possible death can occur if rules are not followed in/on equipment.

Renter agrees to hold FULL responsibility in ensuring safe operation of Air-Time equipment, to follow any safety rules posted on Product(s) and/or verbally given, and to supervise the Product(s) rented and any and all participants. Renter understands and acknowledges that any activity in connection to Product(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing and colliding. Renter understands such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Renter agrees to release, forever discharge and hold harmless Air-Time Inc., including its officers, employees, subcontractors and/or agents from any injury, damages or claims that result from Renter negligence including any injuries, claims or damages asserted by Renters guests, invitees or third parties. Renter agrees to report any damage, injury or claim to Air-Time Inc. within five (5) days of the reservation date; failure to do so will result in negligence from Renter and release of any liability or responsibility from Air-Time. Further, Renter agrees not to hold Air-Time, including its officers, employees, subcontractors and/or agents liable or accountable for any costs arising out of or in connection to attorney's fees and/or claims brought up in court involving the use of any Product(s). Renter shall indemnify and hold harmless Air-Time, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by Renter directly or indirectly, in connection with the rental of Product(s) due to negligence of Air-Time Inc.

The Lessee agrees to full liability of any accident/injury to anyone in/on said leased unit(s). Air-Time inc. shall not be held liable for any accident/injury caused during Lessee's possession unless due to mechanical failure or faulty equipment. Lessee understands serious injury or possible death can occur if rules are not followed in/on equipment.

The Lessee is responsible for all damages done to above tisted rental unit(s). The Lessee is also responsible for all repair cost or even replacement cost if unit cannot be safely repaired.

ASSUMPTION OF THE RISK AND WAIVER LIABILITY RELATING TO COVID-19/CORONAVIRUS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Air-Time Inflatables Inc. has created new protocols and put into place preventative measures to reduce the spread of COVID-19; however, Air-Time Inflatables Inc. cannot guarantee that anyone working for, or attending, the events ran by Air-Time Inflatables Inc. will not become infected with COVID-19. Further, attending any event with Air-Time Inflatables Inc. present may increase the risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that my children and I may be exposed to, in relation to participating in events where Air-Time Inflatables Inc. is present, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed, to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Air-Time Inflatables Inc. employees or volunteers, event participants, and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury of myself or my children related to participation in an event with Air-Time Inflatables Inc. present, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind, that I or my children may experience in relation to events with Air-Time Inflatables Inc. present. I hereby release, covenant not to sue, discharge, or hold harmless Air-Time Inflatables Inc. or their employees, volunteers, agents, and representatives, of and from the claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Air-Time Inflatables Inc., their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event where Air-Time Inflatables Inc. is present.

SUPERVISION OF INFLATABLES

Customer is responsible for supervising the safety and conduct of all participants using AIR-TIME products. Therefore, there should be a responsible and mature adult supervising the operation of the units at all times. Safety of all participants in/on units is the responsibility of the person supervising. All units come with safety instructions (usually located on the front of the unit), which need to be read and understood by any and all people supervising. Participants inside the units SHOULD NOT, AT ANY TIME, be allowed to do anything that is/are prohibited by the safety rules. Blatant disregard of the safety rules may result in physical injuries and/or additional fees for any food, silly string, or items not allowed.

Air-Time does provide staffing for larger events. Attendants will come out and supervise the safety of participants using the inflatable products. However, the responsibility of making children follow attendants guidelines is the adults or parents responsibility. Each staff person is \$20 per hour with a \$80 minimum.

Inclement Weather Policy: DURING A PERIOD OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WIND, WET GROUND, ETC.) WE RESERVE THE RIGHT TO CANCEL THE RESERVATION IF DEEMED NECESSARY, RIGHT UP TO THE START TIME OF THE EVENT OR DURING THE EVENT IF DUE TO POOR WEATHER. WIND OR LOCATION CONDITIONS.

Rain during event ends the event immediately. Inflatables are no longer safe for use at this point due to electrical shock or becoming very slippery when wet. After setup, customer agrees to payment in full, no matter how long event lasts, if event ends due to poor weather conditions listed above.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

- 1. Provide the necessary power cords to reach a maximum of 100ft, from power source.
- 2. Deliver, set-up and take down items listed on contract excluding chairs and/or tables.

Lessee will

- 1. Provide 3 110volt/20amp electric circuits within 100ft, of setup of each rented item
- 2. Provide any required entrance and parking passes.
- 3. Provide volunteer(s) to receive safety instructions before the event start time.
- 4. Provide event contact on location for setup instructions for Air-Time staff at least 1-2hrs prior to event start time. Air-Time staff has a strict delivery schedule and cannot be responsible if customer does not show up on time for event setup. In the event Air-Time staff has to leave for the next delivery due to event contact delays, full event balance will be paid by customer.

Details for *rentainame*:

"rentalcontract"

	I HAVE READ THIS	CONTRACT AND	AGREE & UNDER	RSTAND THE CONTENT.
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Signature	Date
Printed Name	