

This agreement by and between Lexington Children's Theatre, hereafter called the "Theatre" and Boone County Board of Education, hereafter called the "Client," pertains to the Performance Workshop Week, hereafter known as the "PW."

In consideration of premises and mutual undertakings contained herein, the parties agree:

- 1) Theatre agrees to render services as are usually associated with the term Performance Workshop for the Play scheduled to open Friday, June 27th, 2025. The clients responsibilities include but are not limited to:
 - a) Being available for five on-site workshops for 1st-12th grades young people for dates June 23rd-27th, 2025.
 - b) Providing age appropriate 1st-12th grade partners for each camper.
 - c) Providing sufficient medical supervision.
 - d) Copy machine access.
 - e) Provide space for rehearsals, crafts and snacks.
 - f) Being on site in a location that allows for a staged performance with handicap accessibility.
 - g) Provide registration to potential students in the Boone County School district.
 - h) Providing sufficient special education instructors and/or aides, based on the number of special needs children.
 - i) Providing accurate and complete records and receipts for any expenses incurred during the week, turning them in to the SSYT Director no later than June 27th, 2025.
 - j) Provide Lighting and sound access to equipment in the stage area.
 - k) Photo releases for all participants (for grant and publicity purposes).
- 2) The Theatre will provide services as follows:
 - a) To encourage participation and enjoyment of arts activities.
 - b) To respond to significant demand from school and family audiences where there is a gap in art opportunities.
 - c) To place the young person with a disability, as the reason for and the central focus of the work.
 - d) To provide a safe and nurturing educational environment dedicated to learning through more than one sense.
 - e) Experience multi-sensory theatre, by utilizing diverse and creative tools.
 - f) The *Lorax* workshop will generate a performance piece using multiple art forms. Young people, in pairs, will create a performance using multimedia, music, art, movement, and theatre to create work that relates individually to each unique child and their partner. Using multi-sensory teaching, established technology, experiential learning, and scaffolding techniques, students will join the world of imagination within environments filled with colorful and tactile wonderlands. Focusing on each child's individual abilities will encourage SSYT's teaching artists to adapt lesson plans as needed. By creating an environment focused on student success, we will not only develop a dynamic performance, but make sure children in the workshop are able to intuitively, impulsively, and instinctively use their imaginations to make an artistic and social impact to the audience and their community, encouraging them to use their **VOICE** to remind themselves to "Be Kind, Have Courage!!"
 - g) To provide up to 6 hours per day for one week, of theatre process.



Lexington's Own Professional Theatre for Youth

- h) Provide multiple pathways for actions and expressions by breaking down skills and strategies into smaller instructional units.
- i) Provide all instructional supplies.

3) The Client agrees to pay the Theatre a fee of \$3,000 for said services.

4) All payments mentioned in this AGREEMENT are in terms of "gross pay," subject to Federal, Kentucky and local income taxes.

CONDITIONS

- 1) It is understood that this AGREEMENT is entered into by both parties in good faith for the full and entire period of the assignment, unless unforeseen and extreme emergency or failure on the part of either party to fulfill the fair and honest intent of the AGREEMENT shall justify a prior termination.
- 2) Failure to meet the premises of this agreement in a timely manner without written consent may result in termination of the AGREEMENT.

We the undersigned have read the foregoing agreement and do hereby approve and agree to be bound by the terms thereof.

Signed and agreed to this 14 day of March 2025.

Octavia Biggs, Director of Shooting Stars Youththeatre Octavia Ann Biggs-Fleck
For the Theatre

Signed and agreed to this _____ day of _____ 2025.

Client

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and Lexington Children's Theater (Vendor"), and is intended to amend, modify, and supplement the MOU for drama workshop - The Lorax (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 5. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: 5/8/2025

Printed Name: Jesse Parks

Title/Position: Board Chair

[VENDOR NAME HERE] Lexington Children's Theater

sign * By: Octavia A Biggs-Fleck

Date: April 25, 2025

Printed Name: _____ Octavia Biggs-Fleck

Title/Position: Director of Shooting Stars Youtheatre with Lexington Children's Theatre