

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII E **DATE:** July 28, 2025

TOPIC/TITLE: Approve Contracts

PRESENTER: Dr. Lori Jones

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: MOU (The Kentucky Center for Grieving Children and Families); Clinical Practice Agreement (WKU and Georgetown College); Data Sharing Agreement (ClassDojo); Licensing Contract (Music Theatre International); Independent Contract Agreement (Orientation and Mobility Services).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Lori Jones

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** July 15, 2025

TOPIC/TITLE: Memorandum of Understanding

PRESENTER: Logan Culbertson

ORIGIN:

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

Mrs. Hundley and our District FRYSC team have collaborated to build a partnership with The Kentucky Center for Grieving Children and Families to provide support services for
SUMMARY OF MAJOR ELEMENTS:

Memorandum of Understanding approval request.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Yoni Jones



Memorandum of Understanding

In recognition of the importance of the education system and mental health system working together in order to provide the most effective services for children, it is agreed that:

The District will allow KCGCF the opportunity to provide onsite grief groups in our schools to children who have voluntarily agreed, along with their parents/guardians, to receive such services.

The Kentucky Center for Grieving Children and Families (KCGCF) is a bereavement center serving children, parents/caregivers, schools, and community agencies. In-school grief support groups are peer-based groups facilitated by KCGCF staff.

Description of Collaborative Relationship

The Kentucky Center for Grieving Children and Families (KCGCF) agrees to:

Be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of onsite services at its own expense.

Be solely responsible for paying all costs associated with onsite services including but not limited to, phone, printing, copying, and internet costs. There is no billing or responsibility for payment by the school or the school board. No fees will be collected nor money exchanged by the District.

Provide facilitators to provide onsite services.

Undergo all required formal background checks as required by the District's policies/procedures prior to providing onsite services.

Adhere to all ethical standards, as well as all The District's policies and procedures.

Will notify the School Counselor if they will not be at a scheduled appointment, preferably 24 hours prior to the scheduled appointment, or on that day in the case of illness/emergency.

Provide eleven in-school grief support groups for elementary, middle and high schools during the fall of 2025.

Collaborate with each school's representative regarding group structure, schedule, and planning.

Provide Permission Forms to the school representative to be completed by the parent/guardian of each student participant.

Provide a group curriculum that is an SEL-based series including activities and discussions to address the impact of grief from a death. (The groups are not counseling or therapy groups, although there are often therapeutic benefits such as improved coping skills, increased ability to handle difficult emotions, decreased sense of isolation, and improved ability to function in the school and home environment.)

Judy Russell is the Project Director for the KCGCF and will serve as the primary contact. She can be reached at schoolsupport@kcgcf.org or 859-576-0170. A KCGCF Facilitator will run the group, and they may occasionally be accompanied by a KCGCF intern or mentoring clinician.

Woodford County Public Schools agrees to:

Provide KCGCF access to schools on Mondays through Fridays and only during hours of traditional school day instruction.

Make every effort to provide a private space for sessions with students at the school. There is no guarantee of the same space to meet each time a student is seen. To help ensure the availability of space, both Parties will agree upon a tentative schedule of days/times when the KCGCF will be onsite.

Designate a school representative to collaborate with KCGCF regarding group structure, schedule, and planning.

Distribute and obtain a Permission Form completed by a parent for each student participant.

Provide a private, welcoming room for the support groups.

Reserve time prior to and/or following each group to connect with the KCGCF facilitator for any updates.

Provide any information related to a student's functioning that may impact the in-school support program.

Be the liaison with parents.

Communicate with the KCGCF facilitator before a group session if the school has information related to a student's functioning that may impact the in school support program.

Confidentiality:

Both Parties agree all reasonable efforts will be taken to ensure that student privacy and

confidentiality are protected. The KCGCF abides by a confidentiality policy and encourages students attending groups to do the same. In the event that the group facilitator obtains information pertaining to a student's safety, your school social worker/counselor will be informed on the date of the occurrence. Please note that in cases of suspected abuse or neglect, each facilitator is obligated to file a report with appropriate authorities.

Treatment records, individual case plans, session notes, recordings or written records prepared and/or maintained by KCGCF as part of the services provided must not be considered educational records and must be maintained exclusively by KCGCF in accordance with their record retention policy.

Other:

KCGCF understands that facilitators will not discuss the following topics with students individually or during groups: gender identity, gender expression, sexual orientation, human sexuality, contraception or family planning.

Both Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever. KCGCF facilitators are employees of KCGCF and are not regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons are the exclusive responsibility of KCGCF.

The District will have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of onsite services.

If either Party has concerns about the facilitators involved in this program, they shall communicate their concerns to the appropriate District designee.

Signature of KCGCF Executive Director Printed	Date
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Leila Salisbury	
Printed name of KCGCF Executive Director	Date

Signature of School Representative	Date
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Printed name of School Representative	Date
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School Representative Email

Phone

**Please return the signed document to: Leila Salisbury at lsalisbury@kcgcf.org
or to the Kentucky Center for Grieving Children and Families at 424 Lewis Hargett Cir Ste 250
Lexington, KY 40503.**

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** June 16, 2025

TOPIC/TITLE: Approval of Western Kentucky University Professional Education Preparation Partnership Agreement and Georgetown College Clinical Practice 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 Western Kentucky University and Georgetown College to place student teachers and pre-student teaching candidates into clinical experiences for the purpose of training educator candidates.

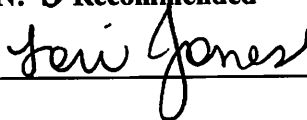
SUMMARY OF MAJOR ELEMENTS:

Seeking board approval of the clinical practice agreement between Woodford County Public Schools and Western Kentucky University and Woodford County Public Schools and Georgetown College.

IMPACT ON RESOURCES: NA

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended





Office of Professional Educator Services

Gary Ransdell Hall #1092
1906 College Heights Boulevard
Bowling Green, KY 42101

270-745-4896 (phone)
shannon.evans@wku.edu

MEMORANDUM OF UNDERSTANDING
between
WESTERN KENTUCKY UNIVERSITY
and
WOODFORD COUNTY SCHOOL DISTRICT

“Professional Education Preparation Partnership Agreement”
2025 - 2028

Pursuant to KRS 161.042 and Kentucky State Board of Education regulations, the University and Board enter into this cooperative for the purpose of providing clinical experiences as part of the professional education preparation program. Through this partnership agreement, the District will provide ongoing quality clinical field experience and student teaching placements for teacher education students. The University will collaborate with the District regarding ongoing professional development for District staff, including support of training and research in areas of mutual interest, significance, and benefit.

Core Beliefs

- Quality preparation of future teachers is a shared responsibility among practicing professionals, including school-based practitioners and those individuals in higher education.
- A team approach in working with and supporting pre-service teachers through clinical practice aligned with academic and pedagogical content is paramount to their preparation and future success in the profession.
- This partnership provides an opportunity to share and collaborate through awareness and integration of the differing and varying needs and resources of the University and the District.
- Both school-based and university-based staff involved in providing clinical experiences must be highly qualified professionals who value one another's expertise and are dedicated to the professional growth of pre-service teachers.
- The continuous process of learning to be a highly effective teacher requires pre-service teachers to engage in authentic clinical experiences in diverse learning environments. Course work should complement field experiences which become increasingly complex and demanding as pre-service teachers matriculate.
- This partnership provides an opportunity for continuous learning which will leverage best practices in the profession to train and support preservice teachers, strengthen teacher preparation programs, and further develop current teachers.

Responsibilities

- One or more University staff members will serve as liaisons to the District to coordinate clinical field experience placements, including identification and scheduling of assignments and providing pertinent information about each student to the Board in advance of placement in the school district.

- The University will ensure students have the appropriate clearance, including acceptable background check, physical exam (including TB testing), and confidentiality training prior to being placed for clinical experience and student teaching, and maintain documentation thereof.
- The University will maintain ongoing communication with the District and sites of clinical field experience and work with District staff, school principals, and other personnel to address concerns or issues that may arise in regard to individual pre-service teachers and/or clinical field experiences.
- At the start of each academic school year of the partnership agreement, the University shall provide to the District a list of professional education preparation courses requiring clinical field experiences, including the type, duration, and requirements of those experiences.
- The teachers of classrooms in which clinical field experiences (including student teaching) occur shall complete current training requirements as designated by Kentucky Administrative Regulations or state agencies authorized to specify such requirements.
- The teachers of classrooms in which clinical field experiences occur shall complete relevant activities and documentation regarding pre-service teachers, such as verification of field hours, co-planning and co-teaching, feedback, and evaluation.
- Additional written agreements may be developed with individual schools within the District as necessary to provide more detailed procedures and practices associated with specialized programs which integrate clinical field experiences.
- The University and District will maintain a quality education program to support pre-service teachers as they serve P-12 students, including provisions for adequate instruction and supervision of preservice teachers.
- The University and the District will comply with all applicable federal, state, and municipal laws, ordinances, regulations, rules, and guidelines, including but not limited to, the timely completion of required criminal background checks and physical exams of preservice teachers.
- For direct supervision of a student teacher, the District's supervising teacher will receive a stipend in the amount of \$37.50 for each four-week placement, \$75 for each eight-week placement, and \$150 for each sixteen-week placement.
- Twice a year (at the end of the fall and spring semesters), Western Kentucky University will send a list of all cooperating teachers who supervised a student teacher, along with payment. The district will distribute the money to the cooperating teachers.
- **Liability Insurance.** The University shall require each individual participating student to obtain and maintain, occurrence-based professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00), per occurrence. The University will also notify each individual participating student of the requirement to notify the university at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to the university, upon request, certificates of insurance evidencing the above coverage.

Performance and Authorization

It is mutually agreed by and between the University and the District that this partnership agreement shall be in effect as of the date of signature through July 1, 2028 and supersedes all previous agreements of this nature. This memorandum of understanding shall automatically renew for an additional three-year period unless either party provides a written notice of non-renewal at least 30 days prior to July 1, 2028.

In Witness Whereof, we the undersigned, duly authorized representatives of the parties to this memorandum, have caused this Agreement to be executed as of the date first written above.

Western Kentucky University

_____ School District

Dr. Corinne Murphy, Dean
College of Education & Behavioral Sciences

_____, Superintendent

School District

Date

Date

Clinical Practice Agreement
between
The Georgetown College Education Department
And
Woodford County Public Schools
District Board of Education
2025-2026

The partnership between the Education Department at Georgetown College and the Board of Education of the partnering P-12 school district establishes a collaborative effort to offer meaningful and specialized standards-based learning experiences for the Department's candidates.

Georgetown College and the Board of Education jointly agree that:

1. There will be no discrimination against a student or faculty member because of race, creed, gender, religion, age, national origin, or disability in any aspect of this program.
2. The determination of the number of candidates who will participate in clinical practice, the dates of the clinical practice, and the length of the placement shall be based on the Department's program requirements.
3. There will be open communication between Georgetown College and the Board of Education to ensure understanding of the expectations and roles of both institutions in providing experiences for candidates.

Georgetown College agrees to:

1. Maintain accreditation by the Southern Association of Colleges and individual programs shall maintain approval or accreditation by appropriate program-approving bodies.
2. Be responsible for organizing and administering the program of education for candidates, standards of education, the term of instruction, course content, candidate clinical experience and training, methods and hours of instruction, assignments, and supervision and evaluation of candidates.
3. Honor all district policies, regulations, and confidentiality requirements as they relate to the execution of this agreement.

The Board of Education agrees to:

1. Approve or delegate approval of a Mentor/Cooperating Teacher to serve in a mentor role and conduct observations for each candidate, as outlined in the program requirements.
2. Allow the Mentor/Cooperating Teacher to observe the candidate while working with students and provide requested feedback to Georgetown College regarding candidate dispositions and teaching skills.
3. Contact Georgetown College faculty or staff with concerns regarding candidates or the program.

This agreement shall be effective July 1 – June 30 of the specified year, to be reviewed and renewed annually.



June 10, 2025

Georgetown College Executive Vice President

Date

District Board of Education Representative

Date

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** 6/19/25

TOPIC/TITLE: Data Sharing Agreement with ClassDojo

PRESENTER: Josh Rayburn

ORIGIN:

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

PREVIOUS REVIEW, DISCUSSION OR ACTION:

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

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Board approves all agreements or contracts

SUMMARY OF MAJOR ELEMENTS:

ClassDojo has a standard Data Sharing Agreement that they use. Our board attorney reviewed and is okay with us using this as our data sharing agreement with ClassDojo. Since this is not our standard Data Sharing Agreement, the board will need to approve it. There is no cost to the district for ClassDojo.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



CLASSDOJO STUDENT DATA PRIVACY ADDENDUM

This Student Data Privacy Addendum (“**DPA**”) is incorporated by reference into the Service Agreement (as defined below) entered into by and between the educational agency set forth below (hereinafter referred to as “**LEA**”) and ClassDojo (hereinafter referred to as “**Provider**”) effective as of the date the DPA is accepted by LEA (“**Effective Date**”) (each of Provider and LEA, a “**Party**” and together “**Parties**”).

RECITALS

WHEREAS, the Provider is providing educational or digital Services (as defined below) to LEA, which Services may include: (a) cloud-based Services for the digital storage, management, and retrieval of education records; and/or (b) digital educational software that authorizes Provider to access, store, and use education records;

WHEREAS, the Provider and LEA have entered into certain contractual documents (which collectively are referred to as the “**Service Agreement**”), to provide certain Services to the LEA as set forth in the Service Agreement and this DPA (collectively the “**Agreement**”);

WHEREAS, the Provider and LEA 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 Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; 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; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Standard Schedule**. A description of the Service Agreement, and the categories of Student Data that may be processed by the Provider on behalf of LEA, and other information specific to this DPA are attached as **Exhibit “A”** (“**Standard Schedule**”).
2. **Services**. The digital educational services and any other products and services that Provider may provide now or in the future to LEA pursuant to the Agreement (the “**Services**”) are set forth in the Standard Schedule.
3. **Standard Clauses**. The Student Data Protection Clauses (“**Standard Clauses**”)¹ attached hereto as **Exhibit “B”** are hereby incorporated by reference into this DPA in their entirety.
4. **Term and Termination**. In the event that either Party seeks to terminate this DPA, they may do so by written notice if the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6, Disposition of Data. In the case of a “Change of Control” the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA’s policies or state or federal law.
5. **Data Disposition on Service Agreement Termination**. If the Service Agreement is terminated, the Provider shall dispose of or return all of LEA’s Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.
6. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or

¹ Modeled after the Student Data Privacy Consortium’s (SDPC) National Student Data Privacy Model Clauses with changes to reflect how the Service operates.

Privacy Policy, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect, including, without limitation, any license rights, limitation of liability or indemnification provisions.

7. **Notices.** All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives set forth in the Standard Schedule.
8. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. For clarity, nothing in this Section prohibits Provider from amending the Service Agreement pursuant to the amendment provisions set forth therein.
9. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
10. **Governing Law; Venue and Jurisdiction.** This DPA will be governed by and construed in accordance with the laws of the state of the LEA signing the DPA, without regard to conflicts of law principles. Each Party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the LEA for any dispute arising out of or relating to this DPA or the transactions contemplated hereby.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control (as defined in Exhibit C). In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement.
12. **Waiver.** No delay or omission by either party to exercise any right, power or privilege hereunder shall be construed as a waiver of any such right, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof, and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.
13. **Electronic Signature:** The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with applicable state and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Signatory Information

By signing below, I accept this DPA on behalf of the LEA. I represent and warrant that (a) I have full legal authority to bind the LEA to this DPA, (b) I have read and understand this DPA, and (c) I agree to all terms and conditions of this DPA on behalf of the LEA that I represent.

Name of LEA or District: _____

Address: _____

Street Address

Address Line 2

City, State / Province / Region

Postal / Zip Code, Country

LEA Authorized Representative

Name: _____

Title, Role, or Position: _____

Email: _____

LEA Authorized Representative's

Signature: _____

ClassDojo Representative

Signature: _____



ClassDojo Representative Full

Name: _____

Jeff Buening

Title, Role, or Position: _____

District Partnerships, General Manager

Email: _____

jeff.buening@classdojo.com; districts@classdojo.com

Mailing Address:

2261 Market Street

STE 10437

San Francisco, CA 94114

Date: _____

January 1, 2025

EXHIBIT “A”
STANDARD SCHEDULE

1. **Service Agreement:** ClassDojo Terms of Service are located at <https://www.classdojo.com/terms/> (entered into by all individual users of LEA).
2. **Services:** Pursuant to and as fully described in the Service Agreements, Provider has agreed to provide the Services set forth below. Provider is a school communication and classroom management platform that helps bring teachers, School Leaders, families, and students together. For clarity, if not opting in to use Single Sign On (SSO) or another rostering option (“Rostering”), the LEA does not provide Student Data to Provider, rather Provider collects Student Data directly from the LEA’s users and processes it on behalf of the LEA, in addition, even if utilizing Rostering, LEA users will still input Student Data and other information directly into the Services. This DPA covers access to and use of all Provider’s Services, as well as any future Services that Provider may offer as added pursuant to Article I, Section 1.2 of the DPA, unless noted below. This coverage extends, without limitation, to all subdomains, software, mobile applications, and products that are owned and operated by Provider, its subsidiaries and/or affiliates, except for those explicitly excluded below.

Without limiting the foregoing, Provider provides the following through its platform, all of which the LEA agrees may be utilized by the LEA and its schools or users:

- Communication tools to help teachers, students, and parents or families connect with each other, provided, however, that the parties agree that any family messaging, including parent-to-parent messaging where teachers are not included (“Family Chat”) or parent-to-parent groups or “social networks” with various digital communication features (“Family Communities”) where a teacher is not included (“Family Communities”), are not part of the Services
- Classroom Management Tools: Features that allow teachers, [School Leaders](#), and [Admins](#) to give feedback points and assignments to students, and other classroom management tools (e.g. attendance).
- A way for teachers to share photos, videos, files, and more from the classroom for families and students to see, including on Class and School Stories. School and Class Stories also includes the ability for teachers, School Leaders, families and students to post comments and “likes” on the Class Stories and School Stories.
- A way for users connected to an LEA classroom or school (e.g. parents/families or students) to disclose or share Student Data they have been provided access to by such LEA classroom or school (including, without limitation, by teachers or other LEA employees) with third parties
- Student Portfolios: Includes the ability of students to share their classroom work with teachers and families.
- Activities and other content that teachers or families can share with students
- A way for School Leaders to see how connected their school community is and also to communicate with families, other teachers, and School Leaders
- Optional artificial intelligence (“AI”) technology-driven tools (“[AI Classroom Tools](#)”): Teachers may choose to utilize certain AI Classroom Tools to save time and create more personalized comments. In addition, ClassDojo may provide certain AI features to assist teachers, School Leaders and Admins with certain non-classroom related use tasks (e.g. uploading rostering lists) (“AI Productivity Tools”). These users may choose to provide “inputs” that may contain text or photos/videos (e.g., a photo of a class list of students) in connection with the use of these AI Productivity Tools. ClassDojo also provides certain AI technology tools for use by parents at home (e.g. generating a coloring page based on the child’s interests) that are not considered part of the Services (“Parent AI Tools”).
- “Class Island”: a virtual playground for students and their classmates where they’ll explore a variety of activities focused on creativity and collaboration to explore, build, and live in a world with their classmates at the direction of their teacher. Note, however, that ClassDojo also has an out-of-school Dojo Island (“Home Island”) that the parties agree is not part of the Services.
- ClassDojo Plus and certain Premium Features: An optional, paid subscription or other optional paid premium features that provide additional ways for families to stay engaged with their school community and celebrate their child’s growth (such as through expanded reporting on feedback points given in class, yearbooks or “Memories” products (featuring photos from Class Story, Portfolios, or School Stories). Note, however, that ClassDojo Plus has out-of-school features such as Home Points, At-Home Child Monster with premium parts, and Discover tab content that the parties agree are not part of the Services (“ClassDojo Plus Non-School Use Features”).
- ClassDojo for Districts: A centralized dashboard for managing optional staff rostering and SSO information, retrieving messaging records, district-level announcements and messaging, analytics on each school’s adoption and feature usage, and accessing ClassDojo customer support at the district level. School Leaders and certain District Users will be able to view this. Districts may separately enter into a District Terms of Service.
- Dojo Tutor in Schools: Certain Dojo Tutor (as defined below) information, such as tutor assessments, feedback and other session information (e.g. session recordings) (“Dojo Tutor Information”) may be shared as the direction of the parent to their child’s teacher with the parent’s approval to the main ClassDojo Services (“Dojo Tutor Information Sharing”). When this Dojo Tutor Information Sharing occurs with the ClassDojo Services, a copy of the Dojo Tutor Information will be made to share. This is a copy of the assessment and only this copy will become [Student Data](#) once the teacher has elected to save and bring this information into either their account or the student’s [Student](#)

Account in the main ClassDojo Services. The child's Student Account information on ClassDojo will remain separate, ensuring that school information remains segregated and separate from non-school information. For more information, please see our [FAQ](#).

In addition to the above, Provider may use Student Data collected from, or on behalf of, LEA, or a school within the LEA (collectively, “**education agency**”), to improve (as allowed by law) the learning experience, provide products to the education agency, and ensure secure and effective operation of Provider's products. Student Data provided by (or collected from, or on behalf of) the education agency helps provide and improve our educational products and support the education agency's and authorized users' efforts. Student Data helps Provider fulfill its duties for the purposes requested or authorized by the education agency or as otherwise permitted by applicable laws. Student Data may be used for customer support purposes, to respond to the inquiries and fulfill the requests of education agencies and their authorized users, or to enforce product access and security controls. It may be used to conduct system audits and improve protections against the misuse of our products, or to detect and prevent fraud and other harmful activities. Provider may also process Student Data for adaptive or personalized learning purposes and to provide Program Communications (as defined in Exhibit C to all account holders).

Provider Services include sharing Student Data with (i) authorized users of the Services, including parents or legal guardians and (ii) to protect the safety and integrity of users or others, or the security of the Services. ClassDojo may also use De-Identified Data for (i) product improvement and new educational product development; (ii) sharing reports on number of users, instructional time delivered or other reports on product usage and results to third parties; (iii) educational research purposes, including transferring or sharing with third parties for such purposes; and (iv) as allowed by laws.

More information on how the Service operates is located at www.classdojo.com.

3. **Outside School Accounts and Linked Data:**

- (1) The Service shall not include any Outside School Accounts and those products and features set forth in 3(b) of this Exhibit “A”. Additionally, the Service shall not include any online live tutoring services offered for children through the website located at <https://tutor.classdojo.com/> (“**Dojo Tutor**”). The Parties agree that an Outside School Account of a student may also be linked to their student account with the Student Data elements as further described in the “Linked Accounts” section of the Service Agreement (“Linked Data”) and set forth [here](#).
- (2) The following non-school services and data are excluded (except as noted below) from the Services provided to the LEA and shall not be considered covered by this DPA:
 - Family Chat
 - Family Communities
 - Home Island
 - ClassDojo Plus Non-School Use Features
 - Parent AI Tools
 - Dojo Tutor - except for certain Dojo Tutor Information when specifically shared at the direction of the parent or any Dojo Tutor services to be contracted to be part of the Services
 - Linked Data - to be used in both the school Services and the Outside School Account
 - Parent Account Data - to be used in both the school Services and Outside School Account as noted in Section 4 of this Exhibit A

4. **Provider Use of Account Data as a Controller**

The Parties agree that Provider shall use certain limited Account Data (as defined below) collected in connection with the Services as a “controller” as that term is defined in applicable privacy laws, or if not defined means the entity which determines alone or jointly with others the purposes and means of the processing of Personal Information. For clarity, this means that Provider will not be a “service provider” or “school official” with respect to the Account Data.

“**Account Data**” means information that LEA or LEA's end users provide directly to Provider in connection with the creation or administration of its Provider account, such as name, screen name, email address, school and class affiliation of a parent, and password of an LEA or an LEA end user (e.g., a parent or teacher) but shall otherwise exclude LEA's end user data as well as any student registration data.

Provider may process Account Data, as an independent controller, for one of the following exhaustive list of purposes:

- (1) Billing, account, and LEA and LEA end user relationship management, including for ClassDojo product recommendations and Program Communications and related end user correspondence (e.g., mailings about necessary updates and product capabilities);
- (2) Complying with and resolving legal obligations, including responding to data subject requests for Personal Information processed by Provider as a controller, tax requirements, online safety and content moderation requirements (including making notifications to law enforcement where required by law), agreements and disputes, and enforcing Provider's

rights;

- (3) Any Family Messaging and Family Communities as defined above; and
- (4) Product development and optimization.

5. **Notices:** In the event a written notice is to be provided pursuant to the DPA, notice shall be provided to the following recipients:

Notices to Provider

ClassDojo, Inc.
2261 Market Street STE 10437
San Francisco, CA 94114

districts@classdojo.com, with a copy to
legalprocess@classdojo.com

Notice to LEA

LEA Name: _____

LEA E-Mail Address: _____

LEA Mailing Address: _____

With a copy to LEA Legal Counsel (if provided)

LEA Legal Counsel Address: _____

6. Student Data Security Inquiries Contact:

Name: _____

Title: _____

E-Mail Address: _____

7. LEA Contact for Parent Inquiries Pursuant to Section 2.2:

Name: _____

Title: _____

E-Mail Address: _____

Provider Contact:

Jeff Buening, District Partnerships, districts@classdojo.com

Schedule of Student Data: The following specific items or categories of Student Data may be processed by the Provider on behalf of LEA for the purpose of the Services (collectively, the “Schedule of Student Data”).

Schedule of Student Data**

In order to perform the Services, the Student Data or school data (e.g. parent or teacher data as specifically noted) processed by Provider on behalf of LEA is set forth below: **LEA should not provide any medical or health-related data.**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓ https://www.classdojo.com/cookies-policy
	Other application technology metadata.	✓ https://www.classdojo.com/transparency
Application Use Statistics	Metadata on user interaction with application	✓ We track product events and progress within a particular feature
Assessment	Standardized test scores	N/A
	Observation data	✓ Optional, only if teacher(s) opt to use the “Feedback Points” feature is this collected from teachers about students. <i>Note this data is automatically deleted on a rolling 365-day basis.</i>
	Other assessment data	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	✓ Optional, only if teacher(s) elect to record
Communications	Online communications captured (emails, blog entries)	✓ Optional, only if students opt to message the teacher directly via Portfolios or Class Story. <i>Note, Family Messaging is not considered Student Data.</i>
Biometric Data	Physical or behavioral human characteristics that can be used to identify a person (e.g. fingerprint scan, facial recognition)	N/A from students; may use to validate parents/teachers with iOS or Android technology – ClassDojo is not passed the information.
Conduct	Conduct or behavioral data	✓ Optional, only if teacher(s) opt to use the “Feedback Points” feature is this collected from teachers about students. <i>Note this data is automatically deleted on a rolling 365-day basis.</i>
Demographics	Date of Birth	✓
	Place of Birth	N/A

	Gender	N/A, not from students. Note, upon account creation for adults (family members or teachers) we optionally ask for a salutation that may indicate gender such as Mr., Miss, etc.
	Ethnicity or race	N/A
	Language information (native, or primary language spoken by student)	N/A <i>We do obtain browser/device language preferences, though this does not indicate native or primary language spoken by student.</i>
	Other demographic information- Please specify:	N/A
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information- Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	✓ Optional, only if a parent or guardian account is created and connected to a student
	Phone	✓ Optional, only if a teacher invites a parent or guardian to connect via SMS
Parent/Guardian ID	Parent ID number (created to link parents to students)	✓
Parent/Guardian Name	First and/or Last	✓ Optional, only if a parent account is created at the invitation of the teacher(s) or school leader(s).
Schedule	Student scheduled courses	N/A
	Teacher names	✓ This is only for the classes a student is connected to, it may not be the complete schedule of all teachers the student has classes with.
Special Indicator	English language learner information	N/A

	Low-income status	N/A
	Medical alerts/ health data	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Student Contact Information	Address	N/A
	Email	✓ Only for students whose teachers elect to utilize the Google Login method.
	Phone	N/A
Student Identifiers	Local (School district) ID number	✓
	State ID number	N/A
	Provider/App assigned student ID number	✓
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓ Only as provided by the teacher(s) or school leader(s). Initials or unique identifiers may be used.
Student In-App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	N/A <i>We track product events and progress within a particular feature, not grade or performance of an assignment</i>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student-generated content; writing, pictures, etc.	✓ Note these may also be teacher-assigned projects.

	Other student work data -Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/ performance scores	N/A
	Other transcript data - Please specify:	N/A
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data – Please specify:	N/A
Other	Please list each additional data element used, stored, or collected by your application:	**
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	N/A

**** Please see the Information Transparency Page (<https://www.classdojo.com/transparency>) for additional details regarding:**

- Categories of Student Data
- Categories of Data Subjects the Student Data is collected from and the source of the Student Data
- Nature and purpose of the Processing activities of the Student Data
- Country in which the Student Data is stored
- List of any Special Categories of Student Data collected (currently none)
- Categories of other non-student school users (e.g. teachers, school administrators, and parents) data collected Current list of Subprocessors: <https://www.classdojo.com/third-party-service-providers/>

EXHIBIT “B”
STANDARD CLAUSES
January 2025

Article I: PURPOSE AND SCOPE

1.1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA. With respect to its use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA as set forth in this DPA and the Service Agreement.

1.2. Description of Products and Services. A description of all products and services covered by the Agreement, and information specific to this DPA, are listed in Exhibit "A". If a Provider needs to update any information on Exhibit "A" (such as updating with new provided services), they may do so by completing an addendum and sending a copy to the LEA ("**Exhibit Addendum**").

Provider may add or delete products or services subject to this DPA under the following circumstances:

1. Deleted products or services: The products or services have been discontinued and are no longer available from the Provider.
2. Added products or services: The added products or services are either:
 - a. a direct replacement, or substantially equivalent to the original products or services listed in the DPA, or
 - b. the added products or services result in enriched new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed.

If an added product or service requires additional Data Elements, Provider must complete the relevant portion of the Exhibit Addendum template to update the Schedule of Data.

Provider may not make any change to Exhibit "A" via an Exhibit Addendum, except adding or deleting products or services. LEA is under no obligation to acquire added products or services, and has no ability under the DPA to prevent deletion of products or services. Subject to the limitations in this section, an Exhibit Addendum modifying Exhibit "A" is automatically incorporated into this DPA when LEA is notified by Provider, in accordance with the notification provisions of this DPA, of the Exhibit Addendum's existence and contents.

1.3. Student Data to Be Provided.

In order to perform the Services, the Provider shall process Student Data as identified by the Provider in the Schedule of Data, attached hereto to the Standard Schedule. Student Data may be provided by the LEA or created by students, as set forth fully in the definition of Student Data in Exhibit "C". If a Provider needs to update any information on Schedule of Data set forth in the Standard Schedule, they may do so by completing the Exhibit Addendum and sending a copy to the LEA.

Provider may delete data elements from the Schedule of Data if they are no longer used by the Provider. Provider must add data elements to the Schedule of Data, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Exhibit Addendum as changes to Exhibit "A".

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Exhibit Addendum modifying the Schedule of Data. The LEA will have thirty (30) days from receipt to object to the Exhibit Addendum. If no written objection is received it will become incorporated into the DPA between

the parties.

- 1.4. DPA Definitions.** The definition of terms used in this DPA shall have the meaning set forth in **Exhibit “C”**. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 2.1 Student Data Property of LEA.** As between LEA and Provider, all Student Data processed by the Provider (as set forth fully in the definition of Student Data) pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data processed by the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA or the party who provided such data (such as the student or parent).

- 2.2 Parent, Legal Guardian, and Student Access.** The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA (or at the LEA’s direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent, legal guardian, or student, whichever is sooner) to the LEA’s request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or an eligible student contacts the Provider to correct, delete, review, or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding the requested information, provided however, that Provider may also allow for direct access requests (but not correction or deletion rights) of Student Data and/or Education Records from a verified parent. In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as provided in Article IV, Section 4.4.

- 2.2.1** This DPA does not impede the ability of students, or the student’s parent or legal guardian to download, export, transfer, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student’s parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

- 2.2.2** In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

- 2.3 Outside School Account.** Students, parent, and family users may have personal or non-school accounts (i.e. for use of Provider at home not related to school) in addition to school accounts (“**Outside School Account(s)**”). An Outside School Account of a student may also be linked to their student account with the Student Data elements as further described in **Exhibit “A” (“Linked Data”)**. Similarly, an Outside School Account of a parent or family may be linked to their parent or family account used in school. Student Data shall not include Linked Data or information a student, parent or family provides to Provider through such Outside School Accounts independent of the student’s or parent’s engagement with the Services at the direction of the LEA. Additionally, any information a parent or family provides to Provider through such Outside School Account shall not be considered school data or information and shall not be owned or controlled by the LEA. Notwithstanding anything to the contrary, the Service shall not include the Outside School Accounts and therefore this DPA shall

not apply to the provision of services by Provider to any person under an Outside School Account. Additionally, If Student Generated Content is stored or maintained by the Provider as part of the Services, Provider may, at the request of the LEA, or the student or the student's parent or legal guardian, transfer said Student Generated Content to a separate student account or the Outside School Account upon termination of the Service Agreement; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service.

- 2.4 Subprocessors.** Provider shall enter into a Subprocessor Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Provider. The list of Provider's current Subprocessors can be accessed through the Provider's Privacy Policy (which may be updated from time to time).

ARTICLE III: DUTIES OF LEA

- 3.1 Provide Data in Compliance with Applicable Laws.** LEA shall use the Services and provide Student Data in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

- 3.2 Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of FERPA rights ("**Annual Notification of Rights**"). Additionally, LEA represents, warrants and covenants to Provider, as applicable, that LEA has:

- a. Complied with the School Official Exemption, including, without limitation, informing parents in their Annual Notification of Rights that the LEA defines School Official to include Subprocessors such as Provider and defines "legitimate educational interest" to include services such as the type provided by Provider; and/or
- b. Complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the LEA deems to be Directory Information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
- c. Obtained all necessary parental or eligible student written consent to share the Student Data with Provider, in each case, solely to enable Provider's operation of the Service.

If LEA is relying on the Directory Information exemption, LEA represents, warrants, and covenants to Provider that it shall not provide information to Provider from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Provider depends on LEA to ensure that LEA is complying with the FERPA provisions regarding the disclosure of any Student Data that will be shared with Provider.

- 3.3 Reasonable Precautions.** LEA shall employ administrative, physical and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted Student Data from unauthorized access, disclosure or acquisition by an unauthorized person.
- 3.4 Unauthorized Access Notification and Assistance.** LEA shall notify Provider within seventy-two (72) hours, of any confirmed Data Breach to the Services, LEA's account or any Student Data that poses a privacy or security risk. If requested by Provider, LEA will provide reasonable assistance to Provider in any efforts by Provider to investigate and respond to such Data Breach.

ARTICLE IV: DUTIES OF PROVIDER

- 4.1 Privacy and Security Compliance.** The Provider shall comply with all laws, and regulations applicable to Provider's protection of Student Data privacy and security in connection with the Provider providing the Service to the LEA.
- 4.2 Authorized Use.** The Student Data processed pursuant to the Agreement, shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit "A", as stated in the Service Agreement, as instructed by the LEA, and/or otherwise authorized under law.
- 4.3 Provider Employee Obligation.** Provider shall require all of Provider's employees who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.
- 4.4 No Disclosure.** Provider acknowledges and agrees that it shall not Sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data.
- 4.4.1 Exceptions to No Disclosure.**
- 4.4.1.1 The prohibition against disclosure will not apply to Student Data where the disclosure is directed or permitted by the LEA or this Agreement.
 - 4.4.1.2 This provision to not Sell Student Data shall not apply to a Change of Control.
 - 4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena, warrant or other legal process.
This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing services on behalf of the Provider pursuant to this DPA.
 - 4.4.1.4 Should law enforcement or other government entities ("Requesting Party(ies)") provide a judicial order or lawfully issued subpoena or warrant to the Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party.
 - 4.4.1.5 Notification under 4.4.1.5 is not required if the judicial order of lawfully issued subpoena or warrant states not to inform the LEA of the request, or if the Provider is otherwise legally prohibited.
 - 4.4.1.6 Should the LEA be presented with a judicial order or lawfully issued subpoena or warrant to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.
 - 4.4.1.7 This prohibition against disclosure shall not apply to LEA authorized users of the Services, which may include parents or legal guardians.
 - 4.4.1.8 This prohibition against disclosure shall not apply to protect the safety of users or others.
 - 4.4.1.9 This prohibition against disclosure shall not apply to protect the integrity or the security of the Services.
 - 4.4.1.10 This prohibition against disclosure shall not apply to De-Identified information.
- 4.5 De-Identified Data.** Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research development and improvement of the Provider's educational sites, Services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Student Data shall survive termination of this DPA or any request by LEA to return or dispose of Student Data. Provider agrees not to transfer De-Identified Student Data to any third party unless that party agrees in writing not to attempt re-identification. Prior to publicly publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

- 4.6 Disposition of Data.** Upon written request from the LEA, Provider shall dispose of, delete, or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

At the termination of this DPA, Provider shall, unless directed otherwise by the LEA, dispose of, or delete, Student Data obtained by the Provider under the Agreement within sixty (60) days of termination (unless otherwise required by law). If the Agreement has lapsed or is not terminated, the Student Data shall be deleted (a) when directed or permitted by the LEA, (b) according to Provider's standard destruction schedule, or (c) as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider **Exhibit "D"**, attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data; Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.; or Linked Data.

- 4.7 Advertising Limits.** Provider is prohibited from using, disclosing, or Selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA, or as authorized by the parent or legal guardian; or (c) for any commercial purpose other than to provide (which shall include maintaining, developing, supporting, improving, and diagnosing) the Service to the LEA, as authorized by the designated representative for the LEA or the parent/guardian, or as permitted by applicable law. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations or sending Program Communications to account holders); or (ii) to provide recommendations for employment, school, educational or other learning purposes within a school service when such recommendation is not determined in whole or part by payment or other consideration from a third party; or (iii) to notify student users about Service updates or new features that do not substantially alter the Service and that are not Targeted Advertising; (iv) to notify non-Student LEA account holders about new education product updates, features, or services; or (v) from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

- 5.1 Data Storage.** If Student Data is stored outside the United States, Provider will provide a list of the countries where Student Data is stored through its disclosure set forth here: <https://www.classdojo.com/third-party-service-providers/>
- 5.2 Security Audits.** No more than once per contract year, or following a Security Incident, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit, during normal business hours and at a time convenient for the Provider, the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of Services to the LEA ("**Security Audit**"). In connection with any Security Audit, the Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA, as reasonably necessary to fulfill the requests of such Security Audit. Costs for the Security Audit are the responsibility of the LEA. Alternatively, Provider may provide an independent third-party report in place of allowing LEA to conduct such Security Audit. Provider may redact the independent third-party report to protect information, security, intellectual property and privacy.
- 5.3 Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or

internationally recognized standards set forth in **Exhibit “E”**. Additionally, Provider may choose to further detail its security programs and measures in **Exhibit “E”**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

5.4 Data Breach. In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA as required by the applicable state law, but in no event later than seventy-two (72) hours of confirmation of the Data Breach (“**Data Breach Notification**”), unless notification within this time limit would disrupt investigation of the Data Breach, by either the Provider or by law enforcement. In such an event, the Data Breach Notification shall be made within a reasonable time after the discovery of the Data Breach. A Data Breach does not include the good faith acquisition of Student Data by an employee or agent of Provider for a legitimate purpose, provided that the Student Data is not used for a purpose unrelated to the Provider’s Service or subject to further unauthorized disclosure. Provider shall follow the following process:

- (1) Unless otherwise required by applicable state law, the Data Breach Notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - (a) The name and contact information of the Provider subject to this section,
 - (b) The date of the Data Breach Notification,
 - (c) The date of the Data Breach, the estimated date of the Data Breach or the date range within which the Data Breach occurred,
 - (d) Whether the notification was delayed as a result of a law enforcement investigation, if legally permissible to share that that information,
 - (e) A general description of the Data Breach, if that information is possible to determine at the time the Data Breach Notification is provided,
 - (f) A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - (g) Identification of impacted individuals
- (2) Provider agrees to adhere to all requirements applicable to Provider providing the Services in applicable federal and state law with respect to a Data Breach related to the Student Data, including, any required responsibilities and procedures for notification and mitigation of any such Data Breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach involving Student Data (“**Incident Response Plan**”) and agrees to provide LEA, upon reasonable written request, with a summary of said written Incident Response Plan.
- (4) To the extent LEA determines that the Data Breach triggers third party notice requirements under applicable laws, Provider will cooperate with LEA as to the timing and content of the notices to be sent. LEA shall provide notice and facts surrounding the Data Breach incident to the affected students, parents or guardians. Except as otherwise required by law, Provider will not provide notice of the Data Breach directly to individuals whose Personally Identifiable Information was affected, to regulatory agencies, or to other entities, without first providing written notice to LEA. This provision shall not restrict Provider’s ability to provide separate security breach notification to customers, including parents and other individuals with Outside School Accounts.
- (5) In the event of a Data Breach originating from LEA’s actions or use of the Service, or otherwise a result of LEA’s actions or inactions (“**LEA Security Incident**”), Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request from LEA costs incurred as a result of the LEA Security Incident.

ARTICLE VI: INTERNATIONAL DATA PROTECTION ADDENDUM

6.1 To the extent that LEA is located outside of the United States, the LEA’s use of the Services will also be governed by the ClassDojo International Data Protection Addendum (“**Int. DPA**”). Please contact ClassDojo at dpa@classdojo.com to obtain the Int. DPA applicable to your jurisdiction.

EXHIBIT “C”: DEFINITIONS

Change of Control: Any merger, acquisition, consolidation, or other business reorganization or sale or all or substantially all of the assets of Provider or of the portion of Provider that performs the Services in the Service Agreement.

Contextual Advertising: Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer’s online activities over time.

Data Breach: A confirmed unauthorized release, access to, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable state or federal law.

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all Personally Identifiable Information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student.

Directory Information Exemption: For the purposes of this DPA, the “Directory Information Exemption” means the exemption under FERPA set forth in 34 CFR § 99.3 and 34 CFR § 99.37.

Education Records: Education Records shall have the meaning set forth under FERPA cited as 20 U.S.C. 1232 g(a)(4). For additional context see also the Student Data definition.

Indirect Identifiers: Means any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

Metadata: Means information that provides meaning and context to other data being collected including, but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

Personally Identifiable Information, Personal Information or PII: Means any information, including Indirect Identifiers, that is linked or that can be reasonably linked to an identified or identifiable person or to that individual’s specific computer or device. When anonymous or non-personal information is directly or indirectly linked with Personal Information, the linked non-personal information is also treated as Personal Information. Persistent identifiers that are not anonymized, De-Identified or aggregated are Personal Information.

Program Communications: Shall mean in-app or emailed communications relating to Provider’s educational services, including prompts, messages, and content relating to the use of the Service, for example; onboarding and orientation communications, prompts for students to complete, or teachers to assign exercises or provide feedback as part of the learning exercise, periodic activity reports, suggestions for additional learning activities in the Service, service updates (for example new features or content, including using for at home learning opportunities), and information about special or additional programs (e.g. ClassDojo Plus or Dojo Tutoring) offered through the Services or the ClassDojo websites or applications.

“Sell”. For the purposes of this DPA, “Sell”, or “Selling” does not include those actions described as permitted in Article IV, Section 4.4.1 In addition, Provider is also not “selling” personal information (i) if a user directs Provider to intentionally disclose Student Data or uses the Service to intentionally interact with a third party, provided that such third party also does not Sell the Student Data; or (ii) if a parent or other third party authorized by the parent lawfully acquires Student Data (e.g., enhanced classroom reports or photos) for a fee or for free.

School Official: For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

School Official Exemption: For the purposes of this DPA, the “School Official Exemption” means the exemption set forth under FERPA Section 34 CFR§ 99.33(a)(1) and 99.7 (a)(3)(iii).

Student Data: Student Data includes any Personally Identifiable Information, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student’s Education Record, persistent unique identifier, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit “A”** (Standard Schedule) within the Schedule of Data is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not include Student-Generated Content or De-Identified Data or information that has been anonymized, or anonymous usage data regarding a student’s or LEA’s use of Provider’s Services. Student Data shall also not include (i) information or data, including Personal Information, a student, parent, or family provides to Provider through an Outside School Account independent of the student’s, parent’s or family’s engagement with the Services at the direction of the LEA; and (ii) Linked Data.

Student-Generated Content: The term “Student-Generated Content” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. “Student Generated Content” does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment

Subprocessor: For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the Subcontractor) means a party other than LEA or Provider, Subprocessor Agreement who Provider uses for data collection, analytics, storage, or other service necessary to operate and/or improve its service, and who has access to or storage of Student Data.

Subprocessor Agreement: An agreement between the Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g. click through agreements).

Targeted Advertising: Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Provider's Internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include Contextual Advertising, or in response to a student's response or request for information or feedback.

EXHIBIT "D":
SPECIAL INSTRUCTIONS FOR DISPOSITION OF STUDENT DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data, that are not expressed in Article IV, Section 4.6 "Disposition of Data", the LEA may fill in this form and deliver it to the Provider.

The Provider and the LEA must not fill in this form at the initiation of the DPA. The Provider shall act on "Exhibit D" from the designated representative of the LEA or their designee (set forth in the Standard Schedule)

LEA directs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of Student Data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of Student Data here]

☐ Disposition is complete. Disposition extends to all categories of Student Data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of Student Data, as set forth in Section 4.6 ("Disposition of Data").

☐ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Timing of Disposition

Student Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ On Provider's standard destruction schedule

☐ By *[Insert Date]*

4. De-Identified Data

[] The Provider certifies that they have De-Identified the Student Data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.

As of *[Insert Date]*

5. Other:

Signature(s)

Notice of Verified Disposition of Data

Authorized Representative of LEA Date

Authorized Representative of Company Date

EXHIBIT “E”:

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

FRAMEWORK(S)	
✓	NIST Cybersecurity Framework (CSF)
	NIST SP 800-53 Security and Privacy Controls for Information systems and organizations
	NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
	ISO 27000 series, Standards for implementing organization security and management practices
	CIS Center for Internet Security Critical Security Controls
	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

ClassDojo Specific: Please review ClassDojo’s Security Overview for additional details: <https://www.classdojo.com/security/>

CONTRACT CHECKLIST

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

► **CONTRACT CONFIRMATION Page**

• **Fill in the following:**

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

• **Include Payment:**

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

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

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

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

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

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

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

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

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

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

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

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

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

HOW TO RETURN YOUR CONTRACT:

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

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

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

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

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

Licensee:

WOODFORD COUNTY HIGH SCHOOL
C/O: TAYLOR STRICKLAND
180 FRANKFORT STREET
VERSAILLES, KY 40383

TELE#: 5023528618 FAX:
E-MAIL: taylor.strickland@woodford.kyschools.us

- REPRINT -

Contract Issue Date: 06/25/25
Contract Expiration Date: 08/06/25
Valid For Performances From: 03/12/26 - 03/14/26
MTI Access Code: LIT3885862

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
LITTLE WOMEN

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$390.00 For Each Regular, Benefit or Other Performance

Provisions: Regular Performance
Seating Limited to 225 per Performance
Tickets @ 15.00 10.00 0.00 0.00 0.00

SECURITY FEE

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

RENTAL FEE

\$745.00 for a standard set of materials or any part thereof
Provisions:

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

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

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

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WOODFORD COUNTY HIGH SCHOOL

Name of Show: LITTLE WOMEN

Name and address of performance space/venue: WOODFORD COUNTY HIGH SCHOOL
145 SCHOOL HOUSE ROAD, VERSAILLES, KY 40383

Date(s) of performance(s): 03/12/2026 - 03/14/2026

Offer Expires: 08/06/2025

Please list number of performances
for each calendar month: _____

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

ROYALTY: Royalty A for _____ performance(s) @ \$ 390.00 per performance, a total of \$ _____

RENTAL: \$745.00 for a standard set of materials or any part thereof \$ 745.00

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

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

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

SALES TAX (where applicable): \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

BALANCE REMAINING: \$ _____

SHIPPING

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

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

Shipping Address: _____

(NO P.O. BOXES)

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

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

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

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

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

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

ACCEPTANCE

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

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

CONFIRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

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

YOUR STANDARD RENTAL SET WILL INCLUDE:

20 LIBRETTO/VOCAL BOOK
2 PIANO VOCAL SCORE

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0042176
 Contract #: 7055576 Printed on: 06/25/25

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

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	CELLO	
1	_____	HORN	
1	_____	PERCUSSION	BASS DRUM, BELL TREE, CHIMES, CHINESE BELL TREE CRASH CYMBAL, DRUM SET, FIELD DRUM, GLOCKENSPIEL JINGLE BELLS, LARGE TRIANGLE, LITTLE WIND CHIME, PIATTI SIZZLE CYMBAL, SLIDE WHISTLE, SMALL TRIANGLE SNARE DRUM, SUSPENDED CYMBAL, TAM TAM, TAMBOURINE TIMPANI, TOM-TOMS, VIBES, WOODBLOCK
1	_____	PIANO	
1	_____	REED 1	ALTO FLUTE, BASS CLARINET, CLARINET, FLUTE, PICCOLO
1	_____	REED 2	ENGLISH HORN, OBOE
1	_____	TROMBONE	BASS TROMBONE, EUPHONIUM, TROMBONE
1	_____	TRUMPET	CORNET, FLUGELHORN, TRUMPET
1	_____	VIOLA	
1	_____	VIOLIN 1	
1	_____	VIOLIN 2	

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

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

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x	\$ 6.25	= \$ _____
PIANO VOCAL SCORE (Replacement Fee \$80.00)	_____	x	\$ 20.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page)
You MUST return this form along with your contract to receive materials.

\$ _____

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

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

THEATRICAL RESOURCE MATERIALS ORDER FORM

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

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

ORCHEXTRA ***

TRANSPOSITIONS-ON-DEMAND ***

Add total for all items here.

Standard Set Additional Materials Total (from previous page)

\$ _____

Theatrical Resource Additional Materials Total

\$ _____

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

\$ _____

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

***See next page for pricing information

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

ADMA:TH_1

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

MUSIC THEATRE INTERNATIONAL • 423 West 55th Street, New York, NY 10019 • (212) 541-4684 • Fax (212) 397-4684 • www.mtishows.com

PAGE 6

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

A NOTE ABOUT ADDITIONAL MATERIALS

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

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

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

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

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

OrchExtra® for pricing, visit www.rms.biz

Performance Accompaniment Recordings

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

Rehearsal only \$350

Rehearsal and Performance

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

All other eligible organizations:

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

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

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

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

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

SHOW BILLING CREDITS

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

			SIZE TYPE
LITTLE WOMEN The Broadway Musical			100%
Book by Allan Knee	Music by Jason Howland	Lyrics by Mindi Dickstein	50%
Based on the novel by Louisa May Alcott			25%

MTI BILLING

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

LITTLE WOMEN

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

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

VIDEO RECORDING WARNING

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

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

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

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

PERFORMANCE LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

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

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

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

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

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

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

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

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

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

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

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

PERFORMANCE LICENSE

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Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
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2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.
3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

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Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
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9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
- a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

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

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

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

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

PERFORMANCE LICENSE

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

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

III. MATERIALS RENTAL PROVISIONS

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

PERFORMANCE LICENSE

(CONTINUED)

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

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

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320

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

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

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0042176
Contract #: 7055576 Printed on: 06/25/25

LIMITED STREAMING LICENSE

MTI Access Code: LIT3885862

Defined Terms Used in this License:

Licensee: WOODFORD COUNTY HIGH SCHOOL

Streaming License Fee: \$ 75.00

Play: LITTLE WOMEN

Minimum Per Performance Royalty of \$ 35.00 against 10.00% of gross receipts, whichever is greater

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

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

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

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

LIMITED STREAMING LICENSE *continued*

B. GENERAL TERMS AND CONDITIONS

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

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

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

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.
10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.
11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).
12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production.
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LIMITED STREAMING LICENSE *continued*

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

ACCEPTANCE

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

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

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 1/2/2025
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** July 07,2025

TOPIC/TITLE: Renewal of Orientation & Mobility Services for the 25-26 School Year

PRESENTER: Tracey Francis

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:

Orientation and Mobility(O&M) assessment or training for a visually impaired student (s) may be a related service as determined by the Admissions and Release Committee (ARC). The purpose of this is to train a student to travel independently throughout the school environment. When environments change, increased skill development in mobility may be necessary.

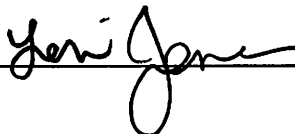
SUMMARY OF MAJOR ELEMENTS:

Attached Independent Contract Agreement for Orientation and Mobility Services.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



INDEPENDENT CONTRACTOR AGREEMENT for Orientation & Mobility Services

THIS CONTRACT is entered into this ____ day of _____, 2025, by and between Woodford County Board of Education (hereinafter "School District") of Versailles, Kentucky, and Kelly Stewart of Lexington, Kentucky (hereinafter "Stewart").

WHEREAS:

- The School District has determined the need for Orientation and Mobility (O&M) Services to meet the educational needs of students with visual impairments, per the requirements of their Individualized Education Programs (IEPs);
- Stewart is a Certified Orientation and Mobility Specialist (COMS) qualified to provide such services;
- The School District and Stewart wish to enter into a contract outlining the terms of these services;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

Stewart shall provide Orientation and Mobility services to students under the direction of the District's Director of Special Education. Services may include but are not limited to:

- Direct instruction (individual or small group)
- Indirect services (consultation, materials, staff collaboration)
- O&M evaluations and assessments, with written reports submitted in a timely manner
- Attendance at ARC/IEP meetings, as requested
- Pull-out and push-in services
- Instruction in indoor and outdoor environments

- Community-based instruction
- Support in college and career readiness, including postsecondary transition
- Participation in relevant professional development, seminars, or conferences that benefit the student's IEP goals.

All services shall comply with applicable federal, state, and local regulations, including IDEA and FERPA.

2. Service Scheduling

Instruction will occur during the school day or at other times mutually agreed upon by Stewart, the family, and the School District. Locations may include school buildings, playgrounds, hallways, community settings, and other environments necessary for effective instruction.

3. Compensation

The School District agrees to pay Stewart:

- \$130.00 per hour for all services rendered, including direct and indirect services, evaluations, meetings, seminars, professional development, and instructional time
- \$130.00 per hour for travel to and from service locations from Stewart's residence in Lexington, KY

Stewart is responsible for all personal vehicle costs (insurance, maintenance, fuel). Overnight lodging, if required, must be pre-approved and will be reimbursed per district policy with proper documentation.

Any required equipment, training, or materials must be pre-approved by the School District. Approved supplies remain property of the School District.

4. Invoicing and Payment

Stewart shall submit monthly itemized invoices by the final day of each month for services rendered during that month. The School District will process payment in accordance with district policy for approved vendors.

5. Insurance

Stewart agrees to maintain professional liability insurance in the amount of at least \$1,000,000, with a current copy on file with the School District before services begin.

6. Independent Contractor Status

Stewart is an independent contractor and not an employee of the School District. She shall not represent herself as an employee and shall not receive district employee benefits.

7. Student Transportation

Stewart will not transport students in her personal vehicle. She is willing to transport students if a board-approved vehicle is provided.

8. Student Absences

If a student is absent, the School District shall notify Stewart as early as possible to prevent unnecessary travel. In the event of insufficient notice, Stewart will be compensated for her time and travel.

9. Compliance

Both parties shall comply with all applicable local, state, and federal laws, including IDEA, Section 504, FERPA, and ADA.

10. Non-Discrimination

Both parties agree to non-discrimination on the basis of race, gender, age, religion, disability, national origin, or other protected status.

11. Conflict of Interest

Both parties agree to comply with KRS 45A.455 and related laws regarding gratuities, kickbacks, and conflicts of interest. Violations may result in penalties under KRS 45A.990.

12. Severability

If any section of this Agreement is deemed invalid, the remainder shall remain in full force and effect.

13. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky, with jurisdiction in the Woodford County Circuit Court.

14. Entire Agreement

This document represents the entire agreement between the parties. Modifications must be in writing and signed by both parties.

15. Term of Agreement

This Agreement is valid from August 1, 2025 through July 31, 2026, and may be renewed annually upon mutual agreement, funding availability, and service effectiveness.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above:

SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

SECOND PARTY

Kelly Stewart, COMS

Signature: _____

Date: _____