C-it

Creative-image technologies

Confidential Quotation

Date	8/20/2025
Quotation #	53786
Valid:	30 Days
Terms:	Net 15
Date Needed:	Net 15

Anthony Schiola

211 Breighton Circle, Unit #8
Shelbyville, KY 40065

Office: 502-487-8039
Cell: 207-423-9441

TSchiola@c-it.cc

Toll Free: 877-834-9719

www.creativeimagetech.com

Prepared For

South Oldham High School
Attn: Noel Gnadinger
5901 Veterans Memorial Pkwy.
Crestwood, KY 40014

Item no.	Item Description	Qty	Total
1	SMART Lumio Licenses (x2 for 3 years each) - NC-2ADAE-AEPSD-AUYCZ-SKDAE Renew or add entitlements for Lumio Standard Plan & SMART Notebook Plus, 3 year subscription	1	150.00
	Organization Name: South Oldham High School Organization Address: 5901 Veterans Memorial Pkwy, Crestwood, KY 40014 Customer Email: laura.zimmerman@oldham.kyschools.us Customer Phone: License Key: NC-2ADAE-AEPSD-AUYCZ-SKDAE		0.00

Total $150.00

Additional Agreements & Conditions:

* Electrical work or accessorieare NOT included
* Custom Items are NON-Returnable
* Items Returned may be subject to a Restocking Charge
* Any balance 30 days past due will be assessed a 5% Interest Charge every 30 days.
* In the event of Non-payment of Product and/or services, Customer will be responsible for all legal cost including Filing Fees, Attorneys Fees, and any other costs incurred.
* Creative-image technologies, (C-it), Reserves the right to file Mechanic's Liens on any amount 30 days past due.
* This is a confidential quote & you agree not to share it with any other Audio-Visual company or contractor. This quote is owned & Copyrighted by C-it.
* Please allow 2 to 3 weeks for delivery. Back orders may take longer
* C-it is not responsible for structural vibrations.

**Freight not included unless otherwise stated in Quote

Authorized Order Signature

X Claudette G. Herald

Please inspect products upon receipt to ensure that no damage occurred during the shipping process. In the event products are damaged during shipping, please notify Creative-image technologies within 24 hours.

PURCHASE REQUEST FORM

Vendor Name: **Creative Image Technologies** | **PO #:** Fund 21 Math

Address: **211 Breighton Circle, Unit 8** | Vendor #: [redacted]
Shelbyville, KY 40065

Total Amount: 150.00

Deliver To: **South Oldham High School ATTN: No**
5901 Veterans Memorial Parkway | Order Date: FILL IN
Crestwood KY 40014

Requested Pay Date: FILL IN

Bill To: Oldham County Board of Education
Attn: Tiffany Roll | Date Sent to Board: FILL IN
PO Box 218
Buckner, KY 40010 | Delivery Date: [redacted]

TERMS: If you have special instructions, place them here Quote: 46930

Important Notice: Conflict of interest, gratuities and kickbacks are prohibited by policy of the Oldham County Board of Educ.

Qty.	Description	Price Ea.	Extended Price
1	Smart Learning Suite, 3 yr Subscription	$150.00	$150.00

School Technology Coodinator Signature:

Authorized (Principal or Asst. Principal) Signature: Melissa Woodin 8-21-25

* Purchase Order must be approved before order is placed

Account Code	Invoice Date	Invoice Number	Amount
Fill in Munis Acct. Code if not KETS.			
095-2818-0053-7100			

Oldham County Schools
Technology Purchase Request

26110235

Vendor Name: Imagine Learning

Date: 7/25/25

Address: 100 S. Mill Ave
Tempe, AZ 85281

Vendor #: 19174

Total Amount: 10,489

Deliver To: Maximilian Valentine (NOMS)
1801 South Highway 1793
Goshen, KY 40026

Bill To: Oldham County Schools - Technology
1900 Button Lane
LaGrange, KY 40031
Phone (502) 225-6562

TERMS:

Important Notice: Conflict of interest, gratuities and kickbacks are prohibited by policy of the Oldham County Board of Edu.

QTY	Description	Price EA	Extended Price
1	Imagine Learning	10,489	10,489

Requested By: Max Valentine

* Principal Signature: Allison Stenik

* Principal's signature indicates an approved Purchasing Plan is in place for instructional material purchases, including software.

Account Code	Invoice Date	Invoice Number	Amount
3502818-0650-7850			$10,489.00

Check Number. ________

Amount Paid ________

Date Paid ________

Adopted: Aug. 1980
Revised: Aug, 1994
Revised: July, 1998

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	7/25/2025
Quote No.	Q-116720
Acct. No.	12217016
Total	55,947.00
Pricing Expires	08/11/2025

Oldham County Schools
6165 W Highway 146
Crestwood KY 40014
United States

25-KY-Oldham-NOMS Imagine IM Digital Licenses

Payment Term	Contract Start	Contract End
Net 30	7/1/2025	7/31/2028

Site	Description	End Date	Qty
Oldham County Schools			
	Imagine IM Student Single User License - Grade 6	07/31/2028	238
	Imagine IM Student Single User License - Grade 7	07/31/2028	275
	Imagine IM Student Single User License - Grade 8	07/31/2028	210
	IM Algebra I Student Single User	07/31/2028	170
	IM Mathematics Student Single User (Accelerated) - Grade 6	07/31/2028	70
	IM Mathematics Student Single User (Accelerated) - Grade 7	07/31/2028	70
	IM Geometry Student Single User	07/31/2028	64

Payment Schedule

North Oldham MS	East Oldham MS
August, 1st 2025- $10,489	August, 1st 2025- $8,160
August, 1st 2026- $10,489	August, 1st 2026- $8,160
August, 1st 2027-$10,489	August, 1st 2027-$8,160

Discount	6,582.00
Subtotal	55,947.00
Tax Total	0.00
Total	55,947.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Oldham County Schools		Imagine Learning Representative
Signature:	____________	Kristen Scherer
Print Name:	____________	Account Executive -
Title:	____________	kristen.scherer@imaginelearning.com
Date:	____________	imaginethefutureoflearning.com

Attachment B

AGREEMENT BETWEEN THE DEPARTMENT OF EDUCATION AND THE

Oldham County

(DISTRICT NAME)
SCHOOL DISTRICT
FOR THE PROVISION AND REIMBURSEMENT
OF ADMINISTRATIVE CLAIMING ACTIVITIES

The Kentucky Department of Education (KDE) and the above named school district hereby agree to the principles, terms and effective dates in this agreement. This agreement defines each party's responsibilities for the provision of and reimbursement for Medicaid administrative activities necessary for the efficient and effective implementation of the Title XIX (Medicaid) State Plan. Legal authority for this program is found in HB269 (IX) (15) enacted by the 2003 Kentucky General Assembly. The Department for Medicaid Services (DMS) is the single state agency under Title XIX that has authority for the Medicaid program. DMS has entered into an agreement with the KDE to administer the School-Based Administrative Claiming program.

General Principles

This agreement is based on the following general principles:

A. The aforementioned parties have a common and concurrent interest in providing Medicaid administrative activities and being reimbursed for the associated costs of providing these activities within parameters established by the Centers for Medicare & Medicaid Services (CMS) and the Kentucky Department for Medicaid Services (DMS), and under a plan approved by CMS.

B. This agreement is in no way intended to modify the responsibilities or authority previously delegated to the parties.

C. This agreement is not intended to override or obsolete any other agreements or memorandums of understanding that may already exist between these parties.

D. Any contractor of the school district involved with administrative claiming activities is bound by the terms of this agreement.

E. This agreement provides a mechanism for payment of federal funds from CMS and, in no way, creates a requirement for DMS or KDE to reimburse the school district from DMS or KDE state funds.

II. Terms

A. KDE agrees to the following terms:

1. KDE will designate an employee to act as a liaison for the Medicaid School-based Administrative Claiming program (SBAC).
2. KDE, in coordination with DMS, will develop a list and description of Medicaid reimbursable school-based administrative activities that may be performed by school district employees or contractors. These activities are found in Attachment I of this agreement. A full description of activity codes that must be used for administrative claiming activity is included in the "Medicaid School-Based Administrative Claiming Guide." Modifications to the administrative claiming activities will be made through revision of the "Medicaid School-Based Administrative Claiming Guide."
3. KDE, in coordination with DMS, will notify the school district of any program change that will affect reimbursement.
4. KDE will provide training materials and initial and ongoing training for school districts in the use of CMS approved sampling methodology and financial reporting.
5. KDE will calculate a claim for the school district on a quarterly basis in accordance with CMS approved methodology. KDE will submit the claim to DMS and, upon approval and receipt of funds, will reimburse the school district a minimum of 60 percent of the federal share. This percentage of reimbursement may increase as a result of increased district participation. Any increase in percentage of reimbursement will be reflected by an annual amendment on July 1.
6. KDE will periodically monitor school district records pertaining to the Medicaid School-based Administrative Claiming program.
7. KDE will develop procedures for repayment of funds in the event of an audit exception or disallowance.

B. The school district agrees to the following terms:

8. The school district will designate a coordinator to serve as single point of contact for all communications relating to the SBAC program. The coordinator will attend a SBAC "Coordinators' Training" and "Train-the-Trainer" session presented by KDE and ongoing training as necessary.
9. The school district or its contractor will comply with the federal cost principles and other administrative requirements found in the Office of Management and Budget's (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.
10. The school district will follow the policies and procedures contained in the "Medicaid School-Based Administrative Claiming Guide."
11. The school district will submit to KDE a roster of district employees and contractors who have been identified to be routinely providing Medicaid school-based administrative activities and who meet the criteria detailed in the "Medicaid School-Based Administrative Claiming Guide." These employees will participate in quarterly time studies as outlined in the "Medicaid School-Based Administrative Claiming

Guide." The school district will verify that time study participants have completed the required training prior to their participation.

5. The school district will submit to KDE quarterly cost data and certify that it has made expenditures for school-based administrative activities being claimed.

1. The school district shall maintain and make available upon request by CMS, KDE or DMS all documentation related to the school-based administrative claiming program. Documentation will include personnel rosters, training materials, training schedules, time study participant training sign-in sheets, time study forms and summary and financial information used to determine the district's expenditures such as payroll and indirect cost information and other documentation as requested.

2. Any repayment of funds due to an audit exception, deferral or denial is the responsibility of the school district, even after withdrawal from the program.

III. Confidentiality

The school district agrees to abide by the statutes and regulations regarding confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 ISC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164. Any subcontract entered into by the school district as a result of this agreement shall mandate that the subcontractor is required to abide by the same statutes and regulations regarding confidentiality of personal medical records as the school district.

I. Effective Date, Changes, Life of this Agreement

F. The effective date of this agreement will be the first day of the first quarter during which valid time studies are conducted in the school district and are subject to CMS approval.

F. Changes may be made to the agreement in the form of amendments and must be signed by all parties.

G. Changes in the CMS matching percentage or administrative activities eligible for match will not be made via this agreement, but will be through revision of the "Medicaid School-based Administrative Claiming Guide" and effective the date specified by CMS.

H. This agreement will continue in effect for five years, to be renewed automatically on an annual basis or until terminated by KDE or the school district. Either party may terminate this agreement within thirty days of written notification to the other party.

SIGNATURES:

Claudette Z. Herald	8.26.2025
Superintendent or Authorized Representative	Date

Oldham County

District Name

Director

Division of Budgets and Financial Management

Date

Lindsey Kimbleton & Cecilia VanDyke
Kentucky Department of Education
300 Sower Boulevard
Frankfort, KY 40601
502-564-1979

APPLICATION FOR MEDICAID CERTIFICATION
2025-2026

SCHOOL DISTRICT:	Oldham County
SUPERINTENDENT:	Claudette Herald
LEA MEDICAID LIAISON:	Jennifer Hallas/Shawn Becker/Kathie Clements
ADDRESS:	1900 Button Lane
	LaGrange, KY 40031
PHONE:	502-222-3777
FAX:	502-222-3743
E-MAIL:	jennifer.hallas@oldham.kyschools.us shawn.becker@oldham.kyschools.us kathie.clements@oldham.kyschools.us

SERVICES TO BE PROVIDED (check all that apply)

_X_Nursing*	_X_Behavioral Health Services*
___Audiology*	___Incidental Interpreter*
_X_Speech/Language*	_X_Assistive Technology Devices
_X_Occupational Therapy*	___Respiratory Therapy*
_X_Physical Therapy*	_X_Transportation
	___Orientation & Mobility*

***you must have a practitioner listed on KDEMED2A and current licensure attached to application.**

STATE PROVIDER NUMBER: 21-093018

NATIONAL PROVIDER NUMBER 1073843082

Do you contract with a Third Party Billing Agent? Yes

Please list the name of this contractor: ezEdMed/infoHandler

Will your district be participating in SBHS Expansion? Yes _X_ No ___

STAFF QUALIFICATIONS

Qualified professionals shall provide the above checked services. Attached is KDEMED2A (Practitioner List) which list person(s) to provide the services, their professional classification, and their appropriate certification/license number(s). Copies of licenses or certificates for the practitioners listed are to be attached. As applicable, KDEMED2B is attached as a statement from a qualified nurse confirming the training and supervision for the person(s) servicng as "Health aides."

DISTRICT ASSURANCES

REQUEST FOR PARTICIPATION AND PROVISION OF STATE MATCHING FUNDS FOR MEDICAID SERVICES:

As Superintendent of the above named school district, I hereby request this district to ____**begin** or __X__**continue** as a Medicaid provider for the School-Based Health Services and agree to:

1.0	provide the nonfederal share of costs associated with services for federal Medicaid reimbursement,
2.0	certify the expenditure of those funds prior to submission of a claim for reimbursement for School-Based Health Services, and
3.0	conform to policies and procedures established by the Kentucky Department of Education and the Kentucky Department for Medicaid Services for provision of match and reimbursement services.
4.0	enroll in the School-Based Administrative Claiming program according to current Medicaid approved State Plan Amendment.
5.0	I agree that all staff who submit claims for eligible Medicaid students for services according to their IEP will be included in the Direct Service Staff Pool List for the School-Based Administrative Claiming Random Moment Time Study. I understand that failure to include all staff in this Random Moment Time Study could result in my district having to repay Medicaid for reimbursement of claims submitted.

DISTRICT CERTIFICATION (shall be signed by the Superintendent for the application to be considered)

I hereby certify that:

1.0	the above named local district has been monitored within the last seven (7) years and found to be in compliance with regulations governing Exceptional Children programs (707 KAR Chapter 1) as listed in the Policies and Procedures Manual; or the district has taken actions deemed appropriate by the Kentucky Department of Education to correct deficiencies;
2.0	only Medicaid covered services provided to IDEA Medicaid eligible students with Medicaid covered services listed in their Individual Education Programs (Plan of Care) shall be submitted for reimbursement;
3.0	a copy of each professional's current license or certificate is on file in the district's central office;
4.0	appropriate nurse's certification statements are signed on the School District Health Aide List (KDEMED2B);
5.0	copies of signed/executed affiliation agreements/contracts are on file in the district's central office;
6.0	I assure that the Program shall be managed according to the Quality Assurance Document;
7.0	100% of the funds expended for Medicaid services are eligible State/local funds for Medicaid matching purposes. The district agrees to submit quarterly certification of state expenditures (MAP 735) to the Kentucky Department for Medicaid Services; and
8.0	I understand that any falsified information may result in immediate dismissal from the School-Based Health Services Medicaid program, that misconduct charges may be filed with appropriate agencies, and the Kentucky Department for Medicaid Services may seek recoupment of funds or other legal remedies.

SUPERINTENDENT SIGNATURE Claudette G. Herald DATE: 8.26.2025

Studer Education

August 21, 2025

Claudette Herald
Oldham County Schools
6165 W. Highway 146
Crestwood, KY 40014

Dear Supt. Herald,

Thank you for extending to Studer Education the opportunity to engage with you and the Oldham County School District (herein also referred to as "the District") to advance your organizational excellence and continuous improvement priorities.

Studer Education will provide the following services as an extension of our current agreement:

District Leadership Success - Starter Package

Service	Number	Purpose
Online Coaching Support	Up to 12 sessions (up to 1 hour per session)	To provide virtual coaching and planning for leaders in your organization
K12 Rounding Platform	Included	To enable efficient rounding and accurate analysis and reporting
Online Learning Lab Library	Up to 3 users	Online learning resources, available for asynchronous learning and review

Studer Education

The term of this engagement (the "Engagement Term") commences on September 1, 2025, and continues through August 31, 2026. We serve at the pleasure of the Superintendent, and as such, you may request to discontinue the service of Studer Education if at any time during our engagement you are not satisfied with the services, in accordance with our General Terms & Conditions.

The professional fee for this engagement is set forth below, along with the applicable due dates for payments, which unless the parties agree otherwise in writing are inclusive of all travel and other delivery-related expenses. Services may vary across each month of delivery, though the invoice amounts will be equal throughout the terms of this Agreement. The professional fee will be invoiced on the following schedule throughout the Engagement Term:

Engagement Term	Total Annual Fees	Due Date for Each Payment	Amount Due Each Payment
September 1, 2025 - August 31, 2026	$9,995	September 30, 2025	$2,249
		December 31, 2025	$2,249
		March 31, 2026	$2,249
		June 30, 2026	$2,248

Studer Education requests that you appoint a specific Accounts Payable contact to ensure timely and efficient delivery of invoices. Please provide this contact's information in the specified area on the signature page of this agreement.

The general business terms found below apply to this agreement. As acceptance of the above, please return a signed copy of this document (electronic signatures are acceptable) by September 1, 2025. Please note that if the District does not return a signed copy of this agreement to us before that date, Studer Education will consider our quote and timetable to have expired, which allows us to keep dates and timelines in our proposals current and to ensure we are able to provide the best possible service to our current clients and to others with whom we may opt to extend an offer. In such instances, we would be happy to issue a new quote and timetable upon your request.

Upon execution by both parties, this letter and its attachments serve as a binding agreement by and between Studer Education LLC and the District.

Studer Education

Thank you for this opportunity to serve you and the District. We look forward to this opportunity to collaboratively make a difference in the lives of the students and stakeholders you serve.

Sincerely,

8/21/25

Drew Chamberlain
Chief Finance Officer
Studer Education LLC

Date

Oldham County School District

Agreed and accepted:

Signed by:
Claudette Herald
695AB231CD6E409...

8/22/2025

Claudette Herald
Superintendent

Date

Accounts Payable Contact for invoice submissions:

Name: Claudette Herald

Phone: 5,022,413,500.00

Email: claudette.herald@oldham.kyschools.us

Studer Education

GENERAL BUSINESS TERMS

These General Business Terms (these "**Terms**"), together with any engagement letter, work order, or statement of work executed by the parties that references or incorporates these Terms (including any and all attachments, exhibits and schedules) (the "**Engagement Letter**" or "**EL**"), constitutes the entire understanding and agreement (the "**Agreement**") between Studer Education LLC ("**Studer**") and the entity that has entered into Engagement Letter with Studer (the "**Client**" or "**District**"). If there is a conflict or inconsistency between these Terms and the terms of the Engagement Letter, these Terms govern, except to the extent the EL explicitly refers to the conflicting term herein.

1. Services. (a) Studer will provide the services (the "**Services**") and furnish the Studer Materials (as defined below) as described in the Engagement Letter and any attachments thereto, as may be modified from time to time by mutual consent.

(b) Studer is not responsible for identifying Client's violations of laws or regulations.

(c) Studer is not a law firm and is not authorized to provide legal advice or counseling in any jurisdiction, and the Services are not designed, nor should they be relied upon, to provide legal recommendations.

(d) If the engagement letter, work order, or statement of work indicates that Client has purchased a license to Studer's K-12 Rounding software and technology or other software (including any software-as-a-service), mobile apps, or technology from Studer, then the supplemental terms of Attachment 1 are hereby incorporated.

2. Client Data, Software & Intellectual Property Rights. (a) By providing Studer copies of or access to Client Data in connection with this Agreement, Client grants Studer the right to use and reproduce such Client Data for the sole, limited purpose of performing the Services under this Agreement; *provided, however*, Client retains all ownership rights to such Client Data. "**Client Data**" means all proprietary data, content, personal information, or Confidential Information about Client that is provided to Studer for purposes of performing the Services under the SOW.

(b) By providing Client copies of or access to Materials in connection with the SOW, Studer grants Client the right to use such Materials for Client's own internal use for the purposes for which such Materials are provided, subject to any scope limitations identified in the Engagement Letter; *provided, however,* as between Client and Studer,

Studer retains all ownership rights to such Studer Materials. Nothing herein prohibits Studer from incorporating third party rights in software or other intellectual property into the Studer Materials. For purposes of this Agreement, the term "Studer Materials" is broadly defined to include anything Client receives from Studer or its agents in performance of the Services, including without limitation Studer's proprietary intellectual property and materials (whether or not registerable as a copyright, trademark, or patent), know-how, and trade secrets, but specifically excluding any Client Data to the extent incorporated in the Studer Materials.

(c) The rights of use granted under this Section 2 specifically include the right to create derivative works; *provided, however,* such derivative works are subject to the same ownership rights, limitations on scope and permitted purposes as applicable to the original work.

(d) Except as otherwise expressly provided in this Agreement, the rights granted under this Section 2 survive expiration or termination of the SOW. However, Client's rights to access and use the SaaS terminate immediately upon the expiration or termination of this Agreement.

3. Fees and Taxes. (a) Client will pay Studer the fees and expenses as defined in the Engagement Letter within 30 days of any due date set forth in the EL or following receipt of an applicable and valid invoice from Studer. Client will submit payment via ACH, EHT, or check, in accordance with Studer's directions. All amounts that are past due are subject to a monthly charge of 1.5% per month or the maximum rate permitted by the law, whichever is less.

(b) Upon request, Client will provide Studer with a tax exemption certificate on behalf of Client, in which case Studer will not collect or remit any sales, use, value-add, or similar taxes in connection with the Services. If Client fails to provide such a certificate, Studer shall calculate and invoice Client for any applicable taxes, which will not be considered part of the fees and which Client shall pay in full.

(c) If Client requires Studer to contract with a third-party vendor to facilitate performance of this Agreement, Client will be responsible for all costs associated with such vendors, unless otherwise agreed by the parties in the Engagement Letter.

4. Client Responsibilities. In order for Studer to perform the Services and provide the Studer Materials, Client is responsible for the following: (a) providing Studer with access to Client's office space, equipment, data, and access to personnel, as necessary to perform the Services; (b) providing accurate and complete information in response to Studer data requests; (c) making all final decisions and approvals needed after consideration of Studer's recommendations; (d) using all Services provided by Studer in a manner consistent with all applicable requirements, rules, regulations, and laws; and (e) fulfilling such other responsibilities as may be set forth in the SOW. The activities, conclusions, strategies, suggestions, and recommendations that Studer develops and implements represent Studer's experienced judgment based on the information provided to Studer.

5. Limited Warranty. (a) Studer warrants that the Services will be performed with reasonable care in a diligent and competent manner consistent with industry standards and that the Studer Materials will be professional and meet the specifications set forth in the Engagement Letter (or, if no, reasonable industry standards). If the Services or Studer Materials do not conform to this warranty, Client must notify Studer in writing, within ten days after the Services are performed or Studer Materials are delivered, specifying the non-conformance in detail. Studer will have a reasonable amount of time to correct the non-conformance based on its severity or complexity.

(b) THE WARRANTY SET FORTH IN THIS SECTION IS SERVICE PROVIDER'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY STUDER MATERIALS AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED. STUDER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES THAT MAY BE OFFERED IN CONJUNCTION WITH THIS AGREEMENT. CLIENT'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AGAINST THE THIRD PARTY AND NOT AGAINST STUDER.

6. Confidentiality. (a) To fulfill the obligations hereunder, each party may have access to the other party's information and materials that are confidential and proprietary or should reasonably be considered confidential based on subject matter or circumstances of disclosure ("Confidential Information"). The parties agree that Confidential Information will be protected in a reasonable and appropriate manner and used only for the purposes it was provided or as otherwise permitted by the disclosing party.

(b) Studer may obtain Confidential Information of third parties in connection with Client's contracts with suppliers, manufacturers and other vendors. Studer will maintain the confidentiality of all third-party Confidential Information, use it in a reasonable and appropriate manner, and only to the extent necessary to perform its obligations in this Agreement.

(c) Confidential Information will only be disclosed to the parties' personnel with a need to know and will not be disclosed to third parties except in the event Studer engages a subcontractor to assist in performance of the Services and then only to the extent subcontractor agrees in writing to protect Confidential Information.

(d) All Confidential Information, whether original or subsequent copies, made available to one another must be returned or destroyed at the request of the disclosing party. However, the receiving party may retain one archival copy for recordkeeping or quality assurance purposes and will make no unauthorized use of such copy.

(e) The obligations in this Section do not apply to information to the extent it is: (i) publicly known without a violation of confidentiality by the receiving party; (ii) already known to the receiving party free of any obligation of confidentiality; (iii) lawfully disclosed by a third party; or (iv) independently acquired or developed without use of Confidential Information of the disclosing party.

(f) Notwithstanding anything to the contrary above, if any judicial, legislative, or administrative body or taxing authority requests or threatens to compel disclosure of Confidential Information, then unless otherwise legally prohibited, the receiving party will promptly notify the disclosing party and will comply with reasonable requests of the disclosing party (at disclosing party's expense) to assist disclosing party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information. The receiving party may then disclose Confidential Information only if, and to the extent, required by law or applicable regulation.

(g) Neither party will be deemed in violation of the obligations in this Section to the extent disclosing Confidential Information in connection with potential disclosures under the foregoing subsection, to representatives or advisors, who are subject to obligations of confidentiality.

7. Personally Identifiable Information. (a) To the extent Studer has access to personally identifiable information ("**PII**"), Studer agrees to use such information only for the purpose of this Agreement and as Client directs. Studer does not intend to collect or process PII from or about individuals under 16 years of age, nor does Studer intend to collect or process highly sensitive, financial, or health-related PII, and Client will not deliver such information to Studer.

(b) Client and Studer will comply with all applicable laws relating to privacy and the protection of PII.

(c) If required, a data processing agreement, data transfer agreement, or similar addenda will set out the terms and conditions of the processing of personal information/data.

(d) Studer may, pursuant to the following terms, perform data analytics on Client Data that is identifiable and non-identifiable.

(i) Data analytics performed on identifiable Client Data will be for Client's exclusive benefit (and not shared with any third party). Client hereby grants Studer a perpetual, irrevocable license to use the identifiable Client Data for such purposes.

(ii) For the enhancement of Services (e.g., benchmarking, insights, market trends) Client permits Studer to use deidentified Client Data and aggregated Client Data (collectively, "**De-Identified Data**") for Studer's own purposes and with other Studer data sources, provided that in any event such data cannot reasonably be used to identify Client or any individual person. Studer will not use any information or data that could reasonably be used to identify Client or any individual person without the prior written consent of Client or the individual, as applicable.

(iii) Client acknowledges that Studer is the owner of De-identified Data, and that Studer may use De-identified Data for its business purposes.

8. Termination. (a) Either party may terminate this Agreement without cause upon 30 days' advance written notice to the other party.

(b) Either party may terminate this Agreement for cause if the other party materially breaches the terms of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notification of such breach.

(c) The termination becomes effective on the last day of the advance notice period required above, or such other date as agreed by the parties (the "**Termination Date**").

9. Effect of Termination. (a) If this Agreement is terminated for convenience by either party, Client will pay Studer for all Services rendered, Studer Materials provided, expenses incurred, contingent fees earned (if applicable), termination fees (if applicable), or commitments made by Studer through the Termination Date in accordance with this Agreement.

(b) If this Agreement is terminated for cause by Client, Client will pay Studer for all conforming Services rendered, Studer Materials provided, and reasonable expenses incurred through the Termination Date in accordance with this Agreement.

(c) Any upfront payment made by the Client shall be non-refundable, and no part of such payment will be reimbursed upon termination, regardless of whether the termination is for convenience or for cause.

(d) If this Agreement is terminated for cause by Studer, all rights granted to Client in this Agreement for continued use of the Services and the Studer Materials under Section 2 will terminate as of the Termination Date.

(e) If this Agreement expires or is terminated for any reason, all license rights or other rights granted to Client in the Agreement for access to software or online resources will be extinguished contemporaneously with the termination unless other valid terms exist between Client and Studer governing such rights.

(f) The following rights and obligations expressly survive termination of this Agreement: (i) payment for Services rendered, (ii) confidentiality, (iii) indemnification, and (iv) any other provision intended by its express terms or nature and context to survive the expiration or termination of this Agreement.

10. Indemnification. (a) To the extent permitted by law, each party (each, an "Indemnifying Party") will hold harmless and indemnify the other, its parent and affiliated companies and their respective officers, directors, employees, contractors, and agents (each, an "Indemnified Party") against any and all direct loss, liability, damage, or expense, including actual attorneys' fees reasonably incurred ("**Claim**") brought by a third party against the Indemnified Party for injury or death of any person, or damage to real or tangible personal property of the Indemnified Party, arising out of or in connection with willful misconduct or negligent acts or omissions of the Indemnifying Party's employees, contractors, or agents, regarding the performance of, receipt of, and use of, the Services provided. However, neither party will be indemnified for any Claim to the extent resulting from its negligence or willful misconduct. The Indemnifying Party will have the right to participate in the defense of any Claim at its own expense.

(b) To the extent permitted by law, each party will defend, indemnify, and hold harmless the Indemnified Party against any third-party claim arising from the Indemnifying Party's violation of any U.S. copyright, trademark, patent or other U.S. intellectual property rights (an "**IP Claim**"). For any IP Claim, Studer may, at its option, (i) modify such Studer Materials to cure the intellectual property right infringement; (ii) procure for Client the right to continue using the Studer Materials pursuant to this Agreement; (iii) provide an alternative means of offering the Studer Materials; or (iv) terminate access to the infringing Studer Materials and refund to Client any amounts paid with respect to such Studer Materials.

(c) The foregoing obligations of defense and indemnity are conditioned on the party seeking defense and indemnification: (i) promptly notifying the indemnifying party in writing of such Claim or IP Claim; (ii) giving the indemnifying party sole control of the defense of the Claim or IP Claim and any related settlement negotiations; and (iii) cooperating and, at the indemnifying party's request and reasonable expense, assisting in such defense.

(d) The parties acknowledge and agree that from time to time the parties may be subject to subpoenas or other legal requests for production as a result of the relationship created by this Agreement, including requests made in connection with litigation or other dispute, governmental hearings, investigation or other administrative actions (the "**Proceedings**"). In such event, the party subject to such Proceedings shall indemnify, defend, and hold harmless the other with respect to all costs incurred and claims resulting from the Indemnified Party's response to or compliance with any such subpoena, document request, or similar order.

11. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CONNECTION WITH ANY BREACH OF CONFIDENTIALITY OR OBLIGATION OF DEFENSE AND INDEMNITY HEREUNDER:

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY TYPE OF DAMAGES FOR ANY AND ALL CLAIMS, IN AGGREGATE, IN EXCESS OF THE AMOUNT OF SERVICE PROVIDER'S FEES THAT WOULD BE DUE AND PAYABLE UNDER THE ENGAGEMENT LETTER FROM WHICH THE CAUSE OF ACTION AROSE.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR LOSS, OR ANY LOST PROFITS, SAVINGS OR BUSINESS OPPORTUNITY, SPECIAL,

CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES.

12. Equitable Relief. Studer is entitled to equitable relief, including without limitation, injunctive relief and specific performance, in the event of a breach or threatened breach of the confidentiality obligations and licenses granted to Client in this Agreement and its attachments. Studer may seek equitable relief in addition to all other remedies available at law or in equity without the requirement to prove actual damages.

13. Force Majeure. (a) Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of events of circumstances beyond the reasonable control of such party, including strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, epidemics, war, governmental action, labor conditions, earthquakes, material shortages (“**Force Majeure Event**”).

(b) Upon occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. During a Force Majeure Event, the nonperforming party will use reasonable efforts to limit damages to the performing party and to resume its performance under this Agreement.

14. Suspension. Studer reserves the right to suspend Services in the event of non-payment, breach of rights to use Studer Materials or confidentiality obligation, or other material breach. In the event of suspension, Studer will not be liable for any resulting loss, damage, or expense connected with such suspension.

15. No Relationship, Limited Authority. (a) Nothing in this Agreement creates any special relationship between the parties, such as a partnership, joint venture, franchise, or employee/employer relationship.

(b) Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. However, if it is appropriate in the provision of Services that Studer review and analyze confidential information of a third party related to contracts between Client and its suppliers, manufacturers or other vendors, Client hereby designates Studer as its representative and agent as necessary for such limited purpose.

16. Client Policies. If Studer personnel are required to comply with Client policies, and

Studer's policies conflict with Client policies, the parties will work to determine an appropriate solution to ensure that Studer's personnel will not be subject to conflicting policies.

17. Personnel. Studer retains the right to assign and reassign its personnel, as appropriate, to perform the Services.

18. Subcontract. Studer may use subcontractors in the performance of its Services; *however*, Studer remains at all times liable for the acts and omissions of such subcontractors to the extent Studer would have had liability to Client if Studer had directly committed such acts or omissions directly.

19. Reference. Client agrees that Studer may refer to Client as a recipient of the Services and may provide Client's name and a general description of the engagement in Studer's client lists or marketing materials. Client will notify Studer of, and Studer will comply with, any rules or requirements regarding the use of Client's name and logo in such communications. Any goodwill arising from such use inures solely and exclusively to the benefit of Client, and Studer acquires no rights in any trademarks rights of Client based on such use.

20. Assignment. Each party may, without the prior written consent of the other party, assign this Agreement to a successor-in-interest or to an entity that acquires all or substantially all of such party's assets, or ownership of a majority of such party's voting equity, in connection with a merger, consolidation, or acquisition, *however*, the scope of the SOW will remain limited to the facilities, usage limits, affiliates or number of users, as applicable, identified in the SOW and will not be expanded due to any assignment of this Agreement as described above. Notwithstanding the foregoing, the non-assigning party may require successors for the assigning party to provide written affirmation of the assigning party's obligations under this Agreement.

21. Waiver. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

22. Modification. This Agreement supersedes all prior oral and written communications between the parties with respect to the subject matter of this Agreement, and may be amended, modified or changed only in a writing signed by both parties.

23. Dispute Resolution. (a) This Agreement is governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of law rules.

(b) Any controversy or claim arising out of or relating to this Agreement or any breach thereof will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any arbitration will be conducted in Littleton, Colorado. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and each party hereby irrevocably consents and commits itself to the jurisdiction of the federal and state courts located within the state of Colorado for purposes of enforcement of any arbitration award. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Each party will bear its own costs for any dispute, including attorneys' fees.

(c) Notwithstanding the foregoing, the parties will in good faith and for thirty (30) days attempt to resolve any dispute or disagreement arising out of or relating to this Agreement by face-to-face negotiations between an authorized representative of each party. Neither party, however, will be required to pursue this informal dispute resolution process in the event of a dispute regarding an alleged payment, a breach of confidentiality obligations or a violation of intellectual property rights if the party has reason to believe that the delay caused by the informal dispute resolution process would materially harm it.

24. Notice. All notices or demands required hereunder will be in writing and will be served by nationally recognized overnight courier service and will be deemed delivered on the date that the overnight shipping company registers delivery to the appropriate party at the address stated in the Engagement Letter, his or her successor, or other designee or officer of the party with a copy to: Chief Executive Officer, Studer Education LLC, 6732 W Coal Mine Ave, Unit 501, Littleton, CO 80123.

25. Binding Effect. (a) If any portion of this Agreement is held invalid, such invalidity will not affect the validity of the remaining portions of the Agreement and the parties will substitute for any such invalid portion, a provision that best approximates the effect and intent of the invalid provision.

(b) The provisions of this Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

ATTACHMENT 1 –

K-12 ROUNDING SOLUTIONS TERMS AND CONDITIONS

These K-12 Rounding Solutions Terms and Conditions (these "**Supplemental Terms**") are made part of the General Business Terms or other Agreement (the "Terms" or "**Agreement**") to which they are attached, and these Rounding Terms are adopted by and between Studer Education, LLC, a Colorado limited liability company ("**Studer**") and the school, district, system, or other entity who has entered into the General Business Terms or other Agreement with Studer ("**Client**" or "**District**").

Because Client desires to access and use Studer's rounding services and technology solutions that help enable organizations to deliver better outcomes through repeatable, consistent, structured conversations and data-gathering, the parties agree as follows:

1. **DEFINITIONS**. Capitalized terms not defined in these Supplemental Terms have the meanings provided in the Agreement. If a term is defined in both these Supplemental Terms and the Agreement, the definition provided in these Supplemental Terms applies with respect to the Rounding Platform (defined below), and the definitions in the Agreement apply to the other Services provided by Studer.

1.1 "**Client Data**" has the meaning provided in the Agreement but for clarity does not include Usage Data or Aggregated Data, as such terms are defined below.

1.2 "**Documentation**" means any user materials, instructions, and specifications made available by Studer to Client for the Services.

1.3 "**Order**" means any written order document executed by Studer and Client setting forth the terms and conditions relating to the Services, including the applicable Fees. Each Order incorporates these Supplemental Terms.

1.4 "**Platform**" means the Studer's proprietary platform and infrastructure utilized by Studer to provide the Software to Client under these Supplemental Terms, which may include websites and mobile applications, as applicable and further described in the Order or Documentation.

1.5 "**Software**" means Studer's proprietary software as a service, hosted, installed, or mobile application offering as set forth in the applicable Order and made available by Studer to Client and Users, including any modified, updated, or enhanced versions that may become part of the Software.

1.6 "**Solution**" means the combination of the Platform, Software, Services, and Support Services provided under these Supplemental Terms and the applicable Order.

1.7 "**Support Services**" means Studer's standard technical support, including as available through the Platform, help pages, and functionality, and live support as described in the Order.

1.8 "**Users**" means Client's employees, independent contractors, and other individuals who are authorized by Client to use the Services on behalf of Client.

2. SOLUTION AND FEES.

2.1 Provision of Solution. Subject to these Supplemental Terms and the Agreement, Studer shall provide to Client the Solution ordered by Client under these Supplemental Terms and each Order.

2.2 Fees. The fees for the Solution are set forth in the applicable Order and are payable in accordance with the terms of the Agreement. Unless otherwise set forth in an Order, the fees reflect pricing for the specific number of Users and other restrictions and assumptions set forth in the Order and are subject to change if Client's usage exceeds such restrictions and assumptions. Unless otherwise set forth in an Order, fees are annual, payable in advance on each anniversary of the effective date of the applicable Order.

3. ACCESS TO ROUNDING PLATFORM.

3.1 Access Rights; Client's Use of the Platform. Subject to these Supplemental Terms, Studer hereby grants to Client, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted below), non-sublicensable right to access and use the Solution for Client's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of these Supplemental Terms. Studer and its licensors reserve all rights in and to the Solution not expressly granted to Client under these Supplemental Terms.

3.2 Restrictions on Use. Client shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Solution, or attempt to reverse engineer, decompile, disassemble or access the source code for the Solution or any component thereof; (b) use the Solution, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Client or Client Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Solution; (d) use the Solution any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the Solution to store or transmit any code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

3.3 **Users.** Under the rights granted to Client under these Supplemental Terms, Client may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Solution in accordance with these Supplemental Terms; provided that Client shall be liable for the acts and omissions of all Client Affiliates and Users to the extent any of such acts or omissions, if performed by Client, would constitute a breach of, or otherwise give rise to liability to Client under, these Supplemental Terms. Client shall not, and shall not permit any User to, use the Solution except as expressly permitted under these Supplemental Terms. Client is responsible for Users' compliance with these Supplemental Terms. Studer reserves the right to condition access to and use of the Solution by each User on the User's agreement to Studer standard click-through agreement, which applies to and governs that individual User's permissions and use of the Services (a "**EULA**"), provided, however, that no terms of any EULA modify or supersede any terms of these Supplemental Terms or affect any rights or obligations of Client hereunder.

3.4 **Client Data, and Acceptable Use Policy**. Client and Users may post Client Data, including information, images, data, and content, on the Solution, all of which remains the property of Client or its Users, and to which Client and each User grants Studer a license to copy, process, and publish such Client Data as is reasonably necessary to provide the Solution. Client and Users shall not use, or facilitate or allow others to use, the Solution: (a) for any illegal or fraudulent activity; (b) to violate the rights of others; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for any content or activity that promotes child sexual exploitation or abuse; (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; or (f) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam"). Studer reserves the rights to investigate any allegations of any of the foregoing and to suspend or terminate the Solution upon a reasonable belief that any violations of the foregoing have occurred.

3.5 **Prohibited Data.** Notwithstanding anything to the contrary in these Supplemental Terms, Client shall not, and shall take commercially reasonable efforts to ensure that its Users do not, upload to the Solution or otherwise submit or make accessible to Studer any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, educational records, student educational records as defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than business-related Personal Data necessary to utilize and deliver the Services to Client) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in these Supplemental Terms, Client acknowledges that: (a) the Solution is not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (b) Studer shall have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Client or any User uploads any Prohibited Data to the Solution in violation of this Section, Studer may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. SUBSCRIPTION PERIOD AND TERMINATION.

4.1 **Subscription.** The Solution is purchased as a subscription, which may have a different term from other Services purchased by Client. The subscription term for the Solution commences on the date of the applicable Order and, unless terminated earlier in accordance with these Supplemental Terms, continues for the duration of the subscription term identified in the Order, inclusive of the Initial Term and each Renewal Term, as such terms are defined below ("**Subscription Period**").

4.2 **Term.** The initial term Subscription Period begins on the date set forth in the Order and continues for three years ("**Initial Term**"). Thereafter, Subscription Period automatically renews for additional one-year periods (each, a "**Renewal Term**"), unless a party gives the other party written notice of its intent to not renew at least 60 days prior to the end of the Initial Term or the then-current Renewal Term.

4.3 **Termination for Cause.** A party may terminate the Subscription Period upon notice if the other party materially breaches any provision of these Supplemental Terms and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

4.4 **Effects of Termination.** Upon termination of the Subscription Period: (a) all amounts owed to Studer under these Supplemental Terms before such termination are due and payable; (b) Client's rights granted in these Supplemental Terms immediately cease; (c) Client shall promptly discontinue all access and use of the Solution and return or erase, all copies of the Documentation in Client's possession or control; and (d) Studer shall promptly return or erase all Client Data, except that

Studer may retain Client Data in Studer's archived backup files. Sections 1, 3.2, and 4-8 of these Supplemental Terms, along with any definitions or provisions required to enforce or interpret the foregoing, survive expiration or termination of these Supplemental Terms.

4.5 **Suspension.** Notwithstanding anything to the contrary in these Supplemental Terms, Studer may suspend Client's access to the Platform if Studer determines that: (a) there is an attack on the Platform; (b) Client's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Studer and, if capable of being cured, Client is not taking appropriate action to cure such risk; (c) Client or any Users have breached any license restrictions or confidentiality obligations; (d) Client's or its Users' use of the Platform violates applicable law; or (e) Client has failed to pay any undisputed amounts owed under these Supplemental Terms when due and has failed to cure such late payment within 15 days after Studer provides Client with written notice of such late payment. Studer shall use commercially reasonable efforts to provide Client with notice of such suspension. Studer may suspend Client's access to the Platform until the situation giving rise to the suspension has been remedied to Studer's reasonable satisfaction. Studer's suspension of Client's access to the Platform will not relieve Client of its payment obligations under this Agreement.

5. **PROPRIETARY RIGHTS AND DATA.**

5.1 **Platform.** As between the parties, all proprietary technology utilized by Studer to perform its obligations under these Supplemental Terms, and all intellectual property rights in and to the foregoing, are the exclusive property of Studer. Studer or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Platform, including the Software, Documentation, customizations, all content (excluding Client Data) delivered through the Platform, and enhancements, and all processes, know-how, and the like utilized by or created by Studer in performing under these Supplemental Terms. Any rights not expressly granted to Client hereunder are reserved by Studer.

5.2 **Work Product/Content.** Unless an Order specifically identifies newly-developed custom works of authorship that Studer is to develop and that Client shall own ("**Custom Deliverables**"), all reports, analyses, documentation, and other information provided by Studer to Client remain the property of Studer ("**Materials**"), and Studer grants Client a license to use the Materials in connection with the Services. For any Custom Deliverables identified in an Order, Studer shall assign and transfer to Client all right, title, and interest in such Custom Deliverables.

5.3 **Client Data and License.** As between the parties, Client owns all right, title, and interest in Client Data, including all intellectual property rights therein. Client hereby grants to Studer and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted below) license to use the Client Data solely for the limited purpose of performing the Services for Client and fulfilling its other obligations and exercising its rights under these Supplemental Terms.

5.4 **Data Security and FERPA.** Studer shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Client Data transmitted to and stored within the Platform, in accordance with applicable industry standards. Notwithstanding the foregoing, Client acknowledges that the Service is *not* designed to process, store, or manage sensitive personal information, including Prohibited Data. Except for limited business contact information of Users (e.g., names, job titles, business email addresses, and business phone numbers), Client uploads to or process through the Services any other personal information, whether subject to the CCPA, FERPA, or other applicable federal or state privacy laws, strictly at Client's sole risk. Studer shall have no responsibility or liability for any such information submitted in violation of this Section. Client remains solely responsible for its compliance with all applicable data protection laws and shall ensure that Client's use of the Service, and Client's provision of Client Data, complies with all such laws.

5.5 **Aggregated Data and Usage**. "**Aggregated Data**" means any data or information that is either (or both) de-identified or aggregated with other data such that no individual person (including Client or any User) can reasonably be identified from such data. Notwithstanding anything in this Agreement to the contrary, Studer may use, analyze, maintain, store, and publish Aggregated Data. Studer retains ownership of all right, title, and interest in and to Aggregated Data. Studer may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services. Studer may identify or disclose Client and any User publicly only with the prior consent of Client or such User. "**Usage Data**" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Client or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform. Studer retains ownership of all right, title, and interest in and to the Usage Data. Studer may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Studer's services, systems, and algorithms.

6. WARRANTY; DISCLAIMERS.

6.1 Access to the Platform. Studer warrants that the Solution will perform materially in accordance with the Documentation and this Agreement. Studer does not warrant that the Solution will be completely error-free or uninterrupted. If Client notifies Studer of a reproducible error in the Solution that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after Client experiences such Error, Studer shall, at its own expense and as its sole obligation and Client's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Studer is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Client, Client may terminate the Subscription Period upon notice to Studer, and Studer shall refund the amounts paid by Client for the remainder of the then-current Initial Term or Renewal Term. The warranties set forth in this Section do not apply to any third Party offerings or cover any Error caused by: (i) Client or its Users; (ii) use of the Solution in any manner or in any environment inconsistent with its intended purpose; (iii) Client's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Solution, or (iv) any equipment, software, or other material utilized by Client in connection with the Solution contrary to the provider's instructions.

6.2 Right to Client Data. Client represents and warrants that Client has the rights and licenses to: (a) use the Client Data as contemplated by this Agreement; and (b) grant Studer the license to Client Data set forth above.

6.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. INDEMNIFICATION. In addition and subject to the terms for defense and indemnification set forth in the Agreement:

7.1 Claims Against Client. Studer shall defend any claim, suit, or action against Client brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (a "**Client Claim**"), and Studer shall indemnify and hold Client harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Client Claim or those costs and damages agreed to in a settlement of such Client Claim. If the use of the Platform is enjoined, Studer shall, at Studer's option and expense, either:

(a) procure for Client the right to continue using the Platform; (b) replace the Software with a non-infringing but functionally equivalent product; (c) modify the Software so it becomes non-infringing; or (d) terminate this Agreement and refund the amounts Client paid for access to the Platform that relate to the period during which Client was not able to use the Platform. Notwithstanding the foregoing, Studer shall have no obligation under this Section with respect to any infringement claim based upon: (i) any use of the Solution not in accordance with this Agreement; (ii) any use of the Solution in combination with products, equipment, software, or data that Studer did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (iii) any modification of the Solution by any person other than Studer or its authorized agents or subcontractors. This Section states Studer's entire liability and Client's sole and exclusive remedy for claims or actions arising from or related to the Solution.

7.2 **Claims Against Studer.** Client shall defend, any claim, suit, or action against Studer brought by a third party to the extent that such claim, suit, or action is based upon Studer's use of any Client Data in accordance with this Agreement or Client's use of any Client Data (a "**Studer Claim**"), and Client shall indemnify and hold Studer harmless, from and against Losses that are specifically attributable to such Studer Claim or those costs and damages agreed to in a settlement of such Studer Claim. Notwithstanding the foregoing, Client shall have no obligation under this Section or otherwise with respect to any Studer Claim to the extent based upon Studer's use of the Client Data in violation of this Agreement.

8. **GENERAL.**

8.1 **Compliance with Laws.** Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

8.2 **Subject to Agreement.** These Supplemental Term are made part of and subject to the Agreement. These Supplemental Terms are intended to be interpreted in harmony with the Agreement, but if there is a conflict or inconsistency between these Supplemental Terms and the Agreement, then these Supplemental Terms govern solely with respect to the Solution and the subject matter hereof. No amendment to these Supplemental Terms is effective unless in writing and signed by the party to be charged.

Studer Education

Exhibit A

Order Form and Description of Services

This order form (this "Order") is made subject to and part of the Services Agreement, dated June 15, 2025, by and between Studer Education, LLC ("Studer") and the Client identified below. Except as expressly set forth below in this Order, the terms and conditions of the Agreement govern the delivery of the Services described in this Order.

Client:	Oldham County School District
Client Address:	6165 W. Highway 146 Crestwood, KY 40014
Effective Date of Order:	September 1, 2025
Initial Term	3 years from Effective Date Each annual period from the Effective Date is a "Contract Year"
Renewal Periods	One year each
Description of Services:	**ROUNDING PLATFORM:** Description: Access and Use of the Rounding Platform • Unlimited Users with the Institution's employee based, governed by domain email addresses - with written exceptions made by Studer Education on behalf of the institution. • Users assigned accounts by named admin
	CLIENT SUCCESS, CONFIGURATION, AND IMPLEMENTATION SERVICES Description: • To be completed within 90 days of this Order Effective Date, or by mutually agreed extension.. • A comprehensive review of district structuring to meet the employee rostering needs of the platform. o Securing a CSV list of all employees across the

	institution o Identification of department / school assignments for employees across the institution o Uploading employees' name, email, and identified department / school into the platform. o Up to 5 hours of online video conferencing (e.g., Zoom) to support the following services: ▪ Admin coaching and strategy for assigning platform users ▪ Conducting interviews with key users to ensure a successful platform launch, adoption, and usage ▪ Guidance on adding users, managing user permissions, and navigating the platform ▪ Coaching on building customized templates ▪ Executive-level platform coaching ▪ Utilizing the platform to monitor and enhance rounding conversation and summary reports ▪ Additional services as mutually agreed upon • QUARTERLY - UNTIL ANNIVERSARY DATE, START OF YEAR 2 o Up to 3 hours of online video conferencing support (e.g., Zoom), tailored to Client-specific needs and strategy development. Total Fees for Implementation and Configuration: $2,995 discounted to $0.
	TECHNICAL SUPPORT: Description: Live support available M-F, 8am-4pm MT Total Annual Fees for Technical Support: *Included in Annual Rounding Platform Fees.*

	ADDITIONAL SERVICES: Description: *Services beyond the scope of Client Success, Implementation and Configuration Services may be provided at a rate of $225 per hour, plus any applicable travel, meal, and entertainment expenses necessary for the performance of the agreement. Such additional services and associated costs shall require prior mutual written agreement between the parties before commencement.*
Fees and Invoicing:	Total Annual Platform for **Unlimited Users**: • Year 1: $4,995 annually for unlimited users – included at no additional cost with the Leadership Success Starter Package Package. If the package is terminated before completion, a prorated software fee will apply. • Year 2: $4,995/year for unlimited users • Year 3: $4,995/year for unlimited users Total Fees for Client Success Implementation and Configuration Services: $0 Total Annual Fees for Technical Support: *Included in Annual Platform Fees* Invoicing: In Years 2 and 3, Studer will submit invoices within 30 days of the Effective Date of this Order, and annually within 30 days of the anniversary of the Effective Date of this Order.

The Parties hereby executed this Order as of the Effective Date of Order set forth above.

Proposal

Studer Education

Oldham County Schools

Ignite Passion. Experience Excellence.

Oldham County School District
August 13, 2025

6165 W. Highway 146
Crestwood, KY 40014

Attention:

- **Claudette Herald,** Superintendent

Submitted By:

Dr. Deanna Ashby
Senior Executive, Partner Development
Studer Education

Mobile: 270.339.2737
Email: dashby@studereducation.com

Leadership Success

Our Recommended Solution

	★ Starter	Transformer	Accelerator	Platinum
On-site Summer Leadership Retreat Session (One Day)	-	-	-	1
On-site Professional Coaching (Days)	-	-	2	6
Organization & Culture Assessment	-	-	1	1
Annual Survey and Roll-out Package	-	1	2	3
Online Coaching Support (50-Minute Sessions)	12	24	24	36
Online Learning Lab Library (Scalable Multi-User Access)*	3	10	20	Enterprise
K12 Rounding Platform (Full Access)	Included	Included	Included	Enterprise
★ *Recommended Solution*	**$9,995**	**$24,995**	**$39,995**	**$99,995**

**User limits are designed to support effective implementation at scale. Packages are optimized for success at each level and are not adjusted à la carte.*

Here is Your Custom Package (with Discount)

Transparent and Affordable. Always.

SERVICE GUARANTEE

Option 1 – 1 Year Commitment

Leader Success Starter Package • 12 Virtual Calls • 3 Licenses to Studer Education's Online Library • Full Access to K12 Rounding Platform	$9,995
Total:	$9,995

- We use a simple and easy contracting process.
- Billing is available on an annual, quarterly, or monthly basis.

Our service guarantee means your price and services are locked in from day one. And unlike others, we have no hidden fees or costs.

Need additional services? No problem. Our service guarantee includes a locked-in menu of options to add on at any time.

Studer Education

Driven by a Passion for Education

Here is a little bit about me and my contact details

Dr. Deanna Ashby

Sr. Executive of Partner Development

Email: dashby@studereducation.com
Phone: 270.339.2737

EDUCATION AND CERTIFICATIONS

- Ed.D., Educational Leadership, Oakland City University
- M.A., Secondary School Guidance, Western Kentucky University

As the Sr. Executive of Partner Development at Studer Education, Dr. Ashby is dedicated to aligning your district with the right coach - one who fully understands and supports your unique priorities and goals. With over 30 years of experience in public education, including five as a superintendent, she brings a deep commitment to education as a community-centered calling. Nationally, Dr. Ashby supports the development of future education leaders with the AASA National Superintendent Certification Program®.

Studer Education

Masters of Music
Mailing address: 3221 Ruckriegel Parkway, Suite D Louisville, KY 40299
502.266.5351 (Office)

Contract made this 27th day of August 2025 between **Masters of Music** and
Oldham County High School (hereinafter, the "Client").

Pehlke, Leah M leah.pehlke@oldham.kyschools.us> 502.222.9461 ext. 418

1. **Masters of Music** shall provide musical entertainment on the 27th of September 2025 at Oldham County High School. By football field Homecoming times: 7:00 pm to 11:00 pm

2. The Client shall pay a fee of $3000.00**, payable as follows:

   A signed emailed copy of the contract is due on or before **8/30/25.** This will reserve your date until the first payment and the original signed contract is received.
   Your full payment of $3000.00 and the original signed contract is due on or before **9/5/25.**

   How you will be paying? Check ___ Credit Card ___. There is a 3.75% of total fee the credit card company charges you. We will send you a link if you are paying by credit card.

   If you are paying by check. Make payable and mail to:
   Masters of Music, 3221 Ruckriegel Parkway, Suite D Louisville, KY 40299

3. **Party Package.**
   - DJ Package with lights
   - 16 Up Lights for the tent

** Masters of Music has discounted price of these services $1300 off the regular price charged for these services.

4. **Masters of Music** will play for a total of 4 hours for the homecoming. Additional playing time is available at a rate of $300.00 each additional half hour. Overtime payment is due at the end of the event.

5. **Masters of Music** shall supply its own equipment and in good working order and of sufficient power to be heard in an average hall. Masters of Music will have backup equipment for the sound system on site.

6. **Masters of Music** does not play or own unedited or explicit music. A clean version of a song requested by client must be available to buy.\

7. **Cancellation of Contract.** Cancellation of this contract must be sent in writing. All payments are non-refundable. Full amount of this contract is due if cancellation notice is less than 120 days from contracted date.

I have read this contract and I understand all of the terms. By signing this contract I am agreeing to all terms.

Client's Signature Claudette Z. Herald Date 8.27.2025

Masters of Music ____________________ Date __________

################################ **Office Use** ######################################

Full Payment Received __________ Check # __________ Amount Received __________

AGREEMENT FOR THIRD PARTY CDL TESTING

This mutual Agreement ("Agreement") is entered into by **[school district]** (the "District") and Oldham County Schools ("Oldham County Schools") (collectively referred to as "the Parties").

RECITALS

A. **WHEREAS,** in consideration of the District's desire to allow their agents and employees to receive testing required to obtain a Commercial Driver's License ("CDL"), and Oldham County Schools's desire to provide such testing, both Parties agree to the following terms of the Agreement:

1. **Definitions:** Throughout this Agreement, the term "Oldham County Schools" shall include the following:

   (A) Oldham County Schools, the Oldham County Board of Education, and any subsidiary, affiliated entity, related entity, operating entity, representative(s), or division of Oldham County Schools;

   Further, the term "District" shall include the following:

   (A) District employees that wish to receive CD testing administered by Oldham County Schools

   (B) Agents and representatives of the District.

2. **Agreement and Related Terms**: As consideration for the District's signing of this Agreement, Oldham County Schools agrees to administer third-party CDL testing for the District's agents and employees at flat rate of seventy-five dollars and zero cents ($75.00), per testee.

   Upon completion of the CDL testing, Oldham County Schools will invoice the District for the amount owed.

   The District agrees to pay the invoice no later than 60 days thereafter.

3. **Binding Effect**: This Agreement shall be binding upon the Parties and upon their respective administrators and representatives.

4. **Indemnification**: The District agrees to indemnify, save, and hold harmless Oldham County Schools from any litigation expenses, attorneys' fees, loss, liability, damage or cost they may incur from any claim, charge, complaint, lawsuit or other proceeding brought by or on behalf of the District, arising from or related to the presence of the District and their agents and employees on an Oldham County School premises or due to using Oldham County School's property while participating in or observing CDL testing.

5. **Enforceability, Governing Law and Jurisdiction**: The construction and enforceability of this Agreement shall be governed and construed in accordance with the laws of the

Commonwealth of Kentucky without regard to its conflict of laws provisions. Any action concerning the enforcement or construction of this Agreement shall be brought in the Oldham County Circuit Court.

6. **Conditions**: The District agrees that in the event it is found to have breached any provision of obligation under this Agreement by a court of competent jurisdiction, it shall be responsible to pay all actual damages (including, but not limited to, litigation costs, expense, and reasonable attorneys' fees) incurred as a result of any such breach and any such litigation concerning the breach.

7. **Severability**: The Parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision of this Agreement to be invalid or unenforceable, the validity, and enforceability, operation, or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

8. **Entire Agreement**: This Agreement sets forth the entire agreement between the Parties. Any prior understandings or representations preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

9. **Modification of Agreement**: The Parties agree that this Agreement may be modified only in limited circumstances, such as a change in the hourly rate for third-party CDL training. Modification must be agreed to and signed by both Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and duly signed and approved by the party against whom such waiver is charged.

10. **Authority**: The District acknowledges and represents that it has the authority to sign this Agreement on behalf of its representatives.

ACCEPTED AND AGREED:

By: ______________________________ ____________________

District Date

By: ______________________________ ____________________

Oldham County Schools Date

Oldham County Parks and Recreation
John W. Black Community Center
1551 N. Hwy 393
LaGrange, KY 40031

Emergency Contact: Gary Parsons, Director
(502) 417-2667

Phone: (502) 225-0655
Fax: (502) 225-0508
http://oldhamcountyky.gov
Facility Coordinator: Amanda Leach
aleach@oldhamcountyky.gov

Date: August 27, 2025

John W. Black Community Center Rental Agreement

The Oldham County Parks and Recreation Department (herein after called "OCPRD") hereby grants permission to:

Heather Peters / Oldham County School District
6165 West Highway 146
Crestwood, Ky 40014

Phone Number: 502-241-3500   Email: heather.peters@oldham.kyschools.us

(herein called the "Lessee") to use: **Rooms B + C + D + Kitchen** at the John W. Black Community Center located in Wendell Moore Park on (see date and time below):

Tuesday, May 12, 2026 from **2 pm to 10 pm**

NOTE: Scheduled rental time includes set-up and clean up time. No early entry permitted for set-ups. The John W. Black Community Center is closed at 11:00 p.m. Events must end by 10:00 p.m. to allow for one (1) hour of clean-up time.

It is specifically agreed between the parties hereto that the above mentioned facility may be solely used for the purpose of:

Teacher/Staff/Volunteer Banquet

In consideration for this permission, the Lessee agrees to:

- Pay OCPRD **$374.00** with **50%** of that (or a minimum of $100.00) required by 4:30 pm **One Week from this Date** as a nonrefundable advance deposit. If an event is booked within thirty (30) days of the event date, the Rental Fee is due **in full** on the day of booking and is nonrefundable.
- Pay the remaining rental fee balance **AND** submit a separate Damage Deposit in the amount of three hundred fifty dollars ($350.00) before **April 12, 2026**.
- Sign and return the Rental Agreement via mail or email to OCPRD within seven (7) days from August 27, 2025.

Terms and Conditions:

Cancelation Policy:

If notice of cancelation is given at least thirty (30) days prior to the event date, OCPRD will refund all payments above the **Booking Fee**. If notice of cancelation is given less than thirty (30) days prior to the event date, all funds paid to date will be retained by OCPRD.

OCPRD reserves the right to cancel any event for the following reasons:

- Failure to pay the **Booking Fee** by 4:30 p.m. **One Week from this Date**.
- Failure to return a signed copy of the Rental Agreement seven (7) days from August 27, 2025.
- Failure to pay the remaining balance AND provide a three hundred fifty dollar ($350.00) Damage Deposit by **4/12/26**.

Damage Deposit Policy:

A $350.00 Damage Deposit, in the form of a separate check, is required to be submitted by **4/12/26** and will be kept on file with the Lessee's contract. The deposit will be mailed to the address provided during the week following the event. The Lessee is responsible for any damages to OCPRD property resulting from the aforementioned event, including damages in excess of $350.00. If a deposit is held for damages, the Facility Coordinator will contact the Lessee the next business day after the event to discuss the assessed damage and any additional payment due.

Set-Up Policy:

OCPRD is responsible for the set-up of **only** the tables and chairs used during the aforementioned event. Tables must be covered to prevent damage. Attaching items to walls or doors is prohibited. If the Lessee is using outside vendors, drop-off for the event and pick-up after must be within the above mentioned rental times.

Clean-Up Policy:

OCPRD requires dishes, linens, sound equipment, and any other items brought into the facility by the Lessee to be removed by the Lessee within the above mentioned rental times. This also applies to all vendors contracted by the Lessee. If items are left, OCPRD assumes no responsibility for those items. Lessee is responsible for leaving the facility in a clean and acceptable condition and disposing of all trash in the provided containers.

Late Departure Policy:

If the Lessee fails to exit the building by the time agreed upon above, the Lessee will be subject to an additional fee, up to $100.00 for each half-hour past the above mentioned rental time. An invoice will be sent to the address above for the additional time used by the Lessee, and the Damage Deposit will be held until the invoice has been paid.

Alcohol Policy:

Alcohol is permitted in the John W. Black Community Center only when provided by a Caterer chosen from the current list of OCPRD approved Caterers. No alcohol may be brought into the John W. Black Community Center, except that which has been sold to the Lessee by the approved Caterer. No alcohol may be served except by the approved Caterer's staff. No shots of alcohol may be served. The Caterer must stop serving alcohol 30 minutes prior to the end of the event.

Vendor Policy:

The Lessee may use any vendor of their choice, except when serving alcohol. Alcohol may be served only by an OCPRD approved Caterer. OCPRD does reserve the right to require proof of liability insurance from other vendors. The Lessee must inform vendors to bring all necessary equipment, OCPRD does not have replacement items if something is forgotten.

Smoking Policy:

Smoking of any kind is prohibited in the John W. Black Community Center. Designated smoking areas are on the back patio of the facility or at the far left or far right of the facility. Smoking is prohibited at the front entrance of the facility.

Parking Policy:

The John W. Black Community Center has parking in the front of the building. Overflow parking can be directed to the Aquatic Center parking lot as well as the gravel lot on the top of the hill to the right of the community center. Any vehicle parked on the grass or parked in a way that obstructs emergency vehicles accessing the community center, aquatic center, or park will be towed at OCPRD's discretion.

Prohibited Items:

OCPRD does not allow the following items in the facility:

- Confetti and glitter.
- Fireworks, sparklers, and explosive materials.

Policy infractions will result in DISMISSAL from the facility and premises and/or NO REFUND OF DAMAGE DEPOSIT and/or DENIAL of future facility use requests.

RELEASE OF RESPONSIBILITY: I, the undersigned "User" do hereby agree for myself, my heirs, executors, and assigns that Oldham County Parks and Recreation, Oldham County Fiscal Court, and any agents, officers, employees, and sponsors thereof, shall be released from any and all claims for personal injury or injury, loss, or damage to personal property suffered or sustained by me or others in connection with, or arising out of or resulting from, any and all activities associated with the aforementioned event while on or about the premises of the United States, Commonwealth of Kentucky, Oldham County, Oldham County Parks and Recreation Department, John W. Black Community Center Site. I further assume the risk of personal injury, loss, or damage to myself or others and loss, injury, and damage to property while on the above premises, traveling to and from the premises and while participating in the above event.

Total Rental Fee: $374.00 Payable to: Oldham County Parks & Recreation	Amount Due	Due Date	Complete ✓	Form of Payment	Staff Initials
Booking Fee (includes tax) (50% of Rental Fee, $100.00 min.)	$187.00	9-4-25			
Remaining Balance (Includes tax)	$187.00	4-12-26			
Damage Deposit	$350.00	4-12-26			
Signature		9-4-25			

Signature indicates agreement with all terms and conditions herein.

X Claudette G. Herald   9.2.25

Lessee Signature   Date Signed

Organization, if Applicable

In witness of:

Facility Coordinator   Date

US OMNI&TSACG Compliance Services

A DAYBRIGHT FINANCIAL COMPANY

August 25, 2025

Oldham County BOE
Danna Potts, HR
6165 W. Highway 146
Crestwood, KY 40014

Re: New OMNI/TSACG Services Agreement

As you are aware, in 2011, OMNI/TSACG assumed the responsibility as your 403(b) and/or 457(b) third party administrator (TPA) from Great American Plan Administrators (GA) and have operated under the Plan Administration Agreement between GA and your organization (GA Agreement) since that time. In an effort to remove outdated contracts that do not accurately reflect the full TPA services provided, OMNI/TSACG is phasing out the GA Agreement. As such, we are requesting your organization to execute an OMNI/TSACG Services Agreement, which is attached.

As you will see, the OMNI/TSACG Services Agreement outlines the full suite of services already provided/available to your organization, including, participant & employer customer care support services; plan document services; Salary Reduction Agreement administration; transaction adjudication; 24/7 online SRA/transaction submission; common remitter services; full IRS audit assistance; and indemnification protections. In addition, your authorized Investment Providers - via Information Sharing Agreements executed by OMNI/TSACG on your behalf -- provide you with indemnification protections, confidential transmission of data, compliant products, and timely contribution deposits.

Importantly, your organization will pay no fees for our services. By entering OMNI/TSACG's Investment Provider Pay program, (via the Plan and Fee Schedule attached to the Services Agreement), the Investment Providers in your plans have agreed to pay OMNI/TSACG's administration fees on your behalf.

Please execute the attached Services Agreement and return it to me by the first of the month, or sooner if possible. Should you have any questions please contact *plansupport@tsacg.com* or your plan consultant.

<u>*If you have Vanguard/Ascensus/Newport Group, the attached Billing Authorization Form is also required to be executed.*</u>

We appreciate the confidence you have expressed in our services and the opportunity to continue our relationship for years to come.

Sincerely,

U.S. OMNI & TSACG Compliance Services

Services Agreement

This service agreement ("AGREEMENT") is entered into this 1st day of September, 2025 (the "EFFECTIVE DATE") by Oldham County BOE, having a principal place of business located at 6165 W. Highway 146, Crestwood, KY 40014 ("EMPLOYER"), and U.S. OMNI & TSACG Compliance Services, Inc. ("OMNI/TSA"), having principal places of business at P.O. Box 2799, Ft. Walton Beach, Florida 32549. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions ("MTC") located at
https://www.tsacg.com/TSA/media/TSA/content-files/forms/OMNI-TSA-NY-Address-Terms-and-Conditions.pdf

1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans ("Plan(s)") of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER'S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

2. Responsibilities at Implementation

a. Necessary Information -- EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.

b. Necessary Data -- EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.

c. Necessary Agreements -- OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement ("SRA") and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER'S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall enter into Information Sharing Agreements ("ISA") with Investment Providers on behalf of EMPLOYER. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

a. Participant Support services to address any plan inquiries.

b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.

c. Maintain a distribution account for plan contributions.

d. Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider.

e. Process SRA's received online, fax, or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER'S payroll department or other mutually agreeable platform that can securely transmit confidential information.

f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO's provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER'S written plan.

g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
h. Provide a Plan Document and provide amendments to the Plan pursuant to EMPLOYER'S request or changes in law during the term of this AGREEMENT.
i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
l. Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
c) Provide OMNI/TSA with relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.

Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

4. Fees

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

5. Term of Agreement

This AGREEMENT shall commence on the Effective Date and shall remain in effect until otherwise terminated. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. Either party may cancel this AGREEMENT, immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI/TSA shall invoice the EMPLOYER for any amounts due and payable for Services rendered to EMPLOYER prior to the effective date of termination and EMPLOYER shall pay such invoice within ten (10) days of EMPLOYER'S receipt thereof. Upon payment of such invoice, OMNI/TSA shall deliver to EMPLOYER all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

EMPLOYER	U.S. OMNI & TSACG COMPLIANCE SERVICES
Oldham County BOE	
Signed: Claudette Z. Herald	Signed: ____________
Print Name: Claudette Herald	Print Name: Janet Williamson
Title: Superintendent	Title: Managing Director, Finance & HR
Date: 9.4.25	Date: ____________
EIN: ____________	EIN: 16-1538542

OMNI&TSACG Compliance Services

A DAYBRIGHT FINANCIAL COMPANY

EXHIBIT A

Plan and Fee Schedule

Services

- 403(b) K-12
- 457(b) K-12
- 403(b) College

Payment Options -- K-12

Option 1 - Service Provider SPARK pay

- Exclusive Service Provider Pay
    - 403(b)/457(b) - $2.25 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of $5.00 or more)
        - Current-June 30, 2028
    - 403(b)/457(b) - $2.50 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of $5.00 or more)
        - Beginning on July 1, 2028

- Hybrid Pay
    - Employer Fee: $ N/A
    - Service Provider SPARK fee
        - 403(b) - $2.25 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of $5.00 or more)
            - Current-June 30, 2028
        - 457(b) - $2.50 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of $5.00 or more)
            - Beginning on July 1, 2028

Option 2 - Service Provider Contribution pay

- Exclusive: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below:
    - No non-P3 providers
- Limited: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below:
    - Non-P3 providers grandfathered
        - Non-P3 Fee $ N/A
            - Participant Pay
            - Employer Pay
- Flexible: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below
    - Fee paid by P3 providers except Vanguard
    - Vanguard Accounts
        - Employer Pay
        - Service Provider Pay (Participant Pay)
    - Non-P3 providers grandfathered
        - Non-P3 Fee $ N/A
            - Participant Pay
            - Employer Pay

- Open: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below:
  - Non-P3 Fee $ N/A
    - Employer Pay
    - Participant Pay
  - Grandfathered Providers
    - Employer Pay
    - Participant Pay

Option 3 - Employer Pay

- 50 or less contributing participants non-SPARK vendors - $1,200.00 annually to be invoiced monthly
- Employer pay for all contributing participant accounts at $ N/A

Payment Option - College

- Employer Fee: $ N/A

Employer Name - Oldham County BOE

Initials CyH

OMNI&TSACG Compliance Services

A DAYBRIGHT FINANCIAL COMPANY

Authorization of Agency

Oldham County BOE (Employer) with offices located at 6165 W. Highway 146, Crestwood, KY 40014, pursuant to the terms and conditions of its Services Agreement with U.S. OMNI/TSACG Compliance Services, Inc., with principal office located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 ("OMNI/TSACG") hereby appoints OMNI/TSACG as its duly authorized agent, to have full power and authority, as your Third Party Administrator ("TPA") to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI/TSACG is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI/TSACG expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer's Name: Oldham County BOE

By: Claudette Herald (please print the name of individual signing)

Title: Superintendent

Signature: Claudette Z. Herald Date: 9.4.25

Address:__________

Telephone Number:__________

Email:__________

__________ of __________, 20____

Witness Signature: __________

Witness (Printed Name): __________

Witness Signature: __________

Witness (Printed Name): __________

K12 LICENSE and SUPPORT AGREEMENT

This K12 License and Support Agreement ("Agreement") is made between K12 Solutions Group LLC., a Georgia corporation located at 135 Bolton Drive, Commerce, GA 30529 ("Company") and Oldham County Board of Education , with offices located at 6165 W Highway 146 Crestwood , KY 40014 ("Licensee").

RECITALS

A. Company has developed certain proprietary software and as updated and revised by Company from time to time (the "K12 Products").

B. Company provides certain services for the K12 Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "K12 Services");

C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain K12 Products, and delivery of certain K12 Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the K12 Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the K12 Products and the Documentation solely for its own internal use and for the purposes for which such K12 Products and Documentation were designed.

1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the K12 Products and K12 Services and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

1.3 Reoccurring Annual Fees. Following the Initial Term, for each 12-month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed K12 Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed K12 Products and Services. Company shall give Licensee sixty (60) days notice, prior to any increase or decrease in the Reocurring Annual Fees.

2.0 Ownership and Protection of K12 Products

2.1 Title: Ownership. Licensee acknowledges that the K12 Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the K12 Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of K12 Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the K12 Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the K12 Products;

2.2.c distribute, sell or sublicense copies of the K12 Products or the Documentation or any portion thereof;

2.2.d create copies of the K12 Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the K12 Products; or

2.2.e incorporate any portion of K12 Products into or with any other K12 Products or other products, or create any derivative works of the K12 Products or Documentation.

2.3 Confidentiality. Licensee agrees that the K12 Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the K12 Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

3.1 Payment Terms. Licensee shall pay Company the Fees as provided in the Order and Pricing Schedule(s) attached hereto.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Warranties

4.1 Warranties

4.1.a Operational Warranty. Company warrants that, during the Initial Term (the "Warranty Period") commencing on the delivery date of the K12 Products to Licensee, the K12 Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the K12 Products.

4.1.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the K12 Products, replace the K12 Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective K12 Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.1.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE K12 PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO K12 FOR THE APPLICABLE K12 PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH K12 PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin 08/01/2025 ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2. Notwithstanding the foregoing, this Agreement will terminate absolutely and without further obligation on the part of the Licensee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed pursuant to OCGA § 20-2-506. This Agreement will automatically renew for additional one-year terms, unless the Licensee provides written notice to Company of its decision not to renew the Agreement sixty (60) days prior to the end of the calendar year.

6.2 Agreement Termination. This Agreement may be terminated as follows:

6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this

Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

6.3.a Upon any termination of this Agreement and/or the license to use any K12 Products, Licensee shall cease to use the K12 Products and shall return to Company the K12 Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the K12 Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the K12 Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the District, Company warrants that the original and all copies of District information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the District or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 General Terms and Conditions

7.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

7.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Kentucky, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

7.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

7.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

7.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

7.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

7.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

7.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

K12 Solutions Group, LLC.	Oldham County Board of Education
Attn: Contracts Management	
135 Bolton Drive	6165 W Highway 146
Commerce, GA 30529	Crestwood , KY 40014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

7.9 Applicable Law. Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at http://www.ftc.gov.

7.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

7.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

7.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. To the extent authorized under Kentucky law the Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

7.9.d. Upon termination of this Agreement, Company shall return and/or destroy all data or information that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any data or information received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all data or information received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

7.10 Export Rules. Licensee agrees that the K12 Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the K12 Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the K12 Products. All rights to use the K12 Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 7.10.

7.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the K12 Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212.

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the K12 Products and Services with only those rights set forth herein.

7.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this K12 License and Support Agreement has been executed by the duly authorized representative of Company and Licensee.

K12 Solutions Group, LLC.	Oldham County Board of Education
By: Brock J Wilson	By:
Name: Brock Wilson	Name:
Its: Chief Executive Officer	Its:

Order and Pricing Schedule

Order and Pricing Schedule between K-12 Solutions Group and **Oldham County Schools, Kentucky.**

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
MTSS Setup & Training	8/1/2025	1	1	$1,500.00	$1,500.00
One-time Total					**$1,500.00**

Description	Service Start Date	Quantity	Fee Type	Unit Price	Total
MTSS Annual License(1-10,000)	8/1/2025	10,000	Recurring	$1.00	$10,000.00
MTSS Annual License(10,001+)	8/1/2025	2,071	Recurring	$0.75	$1,553.25
MTSS Support	8/1/2025	1	Recurring	$300.00	$300.00
Annual Recurring Total					**$11,853.25**

Oldham County Schools

By: Claudette Herald
Claudette Herald (Sep 4, 2025 11:44:50 EDT)

Name: Claudette Herald

Its: Superintendent

Date: Sep 4, 2025

THE FOUNDRY

RENTAL AGREEMENT

Client/Renter Name: South Oldham High School Phone: 5022416681 Email: tamela.smallwood@oldham.kyschools.us

Address: 6165 W Highway 146 City: Crestwood State: KY Zip Code: 40014

Primary Contact: Emily Collins Phone: 5023416681 Email: emily.collins@oldham.kyschools.us

Secondary Contact: Shannen Hayden Phone: 5022416681 Email: shannen.hayden@oldham.kyschools.us

Event Name*: SOHS Prom

For use of the event space on the date and time stated below, a rental fee of $9,000.00 including Indiana state sales tax (7%), unless tax exemption certificate is provided, will be charged and will include the items/equipment listed below.

Rental Classification: Tax Exempt + ADU

Event Date:	03/14/2026	15	Event Hours
Event Space(s):	The Foundry	45	60" Round Tables
Set Up Time*:	10:00AM on 3/14/2026	1	48" Round Table(s)
Start Time*:	6:00pm	30	72"x30" Rectangular Tables
End Time*:	--	45	85"x85" Linens for 60" Round Tables
Wrap Time*:	1:00AM on 3/15/2026	800	Wooden Chairs
Type of Event:	Prom	10:00AM Foundry Lounge Access	
Guest Count*:	750		

The All-Day Upgrade is included in the rental fee listed above.

Should a Rehearsal‡ be added, a rehearsal fee of $100.00 plus sales tax will be due thirty days prior to the event date. Complete details for rehearsals are in Section 8 of the Rental Guidelines.

A first payment of fifty percent (50%) is required to confirm the event date and space(s). The total remaining balance, including any additions, will be due thirty (30) days prior to the event date. All payments are non-refundable. Cash, check, and all major credit cards† are accepted. Checks should be made to "The Refinery".

Rental First Payment:	Date: 09/02/2025	Amount: $4,500.00	Method: Check (Mail-Ir
Rental Final Balance:	Due Date: 2/14/2026	Amount: $4,500.00	Method:

By signing this agreement, the Client acknowledges and accepts the Rental Guidelines and agrees to the terms and conditions outlined within the Rental Agreement and Rental Guidelines.

Client/Renter: Claudette Herald Date: Sep 4, 2025
Claudette Herald (Sep 4, 2025 11:36:28 EDT)

Acknowledged by The Refinery: ______________________ Date: __________

*Adjusted and finalized at the thirty day out meeting. | ‡Finalized and officially scheduled at the thirty day out meeting with payment.
†A convenience fee of four percent (4%) will be added to any amount processed by credit card without the card and cardholder present.

This rental agreement will be used as a working document. As details are confirmed for your event they will be noted on this form.

RENTAL GUIDELINES

1. EVENT TIME

For events occurring at **Refinery North, Refinery South, and/or Refinery Courtyard, or The Reserve** on Fridays, Saturdays, or Sundays the standard rental period is five (5) hours of event time with a guaranteed three (3) hours set up and one (1) hour break down, for a total of nine (9) consecutive hours, unless noted on the rental agreement. For events occurring Monday through Thursday the standard rental period is four (4) hours of event time with a guaranteed two (2) hours set up and one (1) hour break down, for a total of seven (7) consecutive hours, unless noted in the rental agreement.

For events occurring at **The Foundry or The Refinery Entire Facility** (Refinery North, Refinery South, and Refinery Courtyard) on Fridays, Saturdays, or Sundays the standard rental period is six (6) hours of event time with a guaranteed three (3) hours set up and one (1) hour break down, for a total of ten (10) consecutive hours unless noted on the rental agreement. For events occurring Monday through Thursday the standard rental period is four (4) hours of event time with a guaranteed two (2) hours set up and one (1) hour break down, a total of seven (7) consecutive hours, unless noted in the rental agreement.

All event start times begin at the anticipated guest arrival time; for ceremonies, this is thirty (30) minutes prior to the ceremony start time.

All-Day Upgrade: Should the Client choose to add the All-Day Upgrade to a standard rental, the Client will have access to the rented event space(s) from 10:00AM (on the event day) to 1:00AM (the day following the event date); this will supersede the standard rental period. The Client may use the space(s) as desired during this time. All set up and breakdown must occur during the 10:00AM to 1:00AM time frame. Additional hours extending beyond the timeframe are subject to availability and the standard fees.

Additional event hours may be added to a standard rental at any time before or during the event at a rate of $300 per hour. Additional hours added during the event are subject to approval by the venue staff on duty, as well as any event vendor affected. All events must end by 2:00AM the morning following the start of the event with clean up finished by 3:00AM.

Additional set up/break down hours may be purchased at a rate of $150 per hour on the event date. Additional set up hours are based on availability. Should the Client wish to purchase the day prior to the event date for set up, this may be done for a cost of $750 per space for access from 10:00AM to

Client INITIALS: CYH CYH

5:00PM. The set up day prior to the event date may only be added 30 days or less before the event date.

Tours and meetings with other Clients will be held Tuesday through Saturday and may occur during an event's set up time. The Refinery will be very aware of an event's timeline to minimize disruption of set up. Tours and meetings will not occur during the event time.

Holiday rates will apply to select dates that fall on holidays, days adjacent to holidays, and days of The Refinery's discretion (ex: Thunder Over Louisville, first Saturday in May and previous Thursday and Friday {Derby Week}, Sunday before Memorial Day, Fourth of July, Sunday before Labor Day, New Year's Eve, etc.).

Any public events (i.e. events in which tickets are sold, events open to the general public, events where private invitations are not sent) are required to rent The Refinery Entire Facility, The Foundry, or The Reserve. Public events will not have the opportunity to rent only Refinery North or Refinery South.

Prices and inclusions are subject to change without notice prior to the execution of a rental agreement.

2. PAYMENT PROCEDURES

The Refinery requires prepayment of event costs before any event occurs. A fifty percent (50%) non-refundable first payment is required within seven (7) calendar days of receiving the rental agreement. A signed rental agreement and first payment are required to secure the event space on (a) specific date(s).

The non-refundable first payment will be applied to the total balance due. The remaining balance is due thirty (30) calendar days prior to the event; at that time a completed credit card authorization form will be required. An invoice will be sent for any costs incurred after the final balance has been paid. Additional charges may be incurred for a variety of reasons such as: additional hours added at the event, unscheduled docking fees, last-minute changes affecting personnel schedules, numerous revisions, and damage to facilities, among others. The invoiced amount will be charged to the credit card on file one week after the invoice has been sent if no further communication has been received from the Client.

Visa, MasterCard, Discover, and American Express are the only credit cards accepted. Charges may appear as "Fleur de Lis Events & Design LLC." A convenience fee of four percent (4%) will be applied to all credit card transactions when the cardholder and card are not present at the time of transaction for the card to be used; this includes phone orders or transactions processed with the credit card authorization form. Other forms of payment include cash, check, money order, or certified check. **All checks should be made payable to "The Refinery."**

All payments are non-refundable, including but not limited to first payments, subsequent payments, payments for additions, payments for decor, and final payments.

CYH
Client Initials: CYH

All payments made within fourteen (14) calendar days of the event must be paid with cash, certified check, or by credit card where an automatic 4% fee will be added. In the event full payment is not received seven (7) calendar days prior to the event date, the Client acknowledges and agrees that The Refinery and Fleur de Lis Events and Design LLC shall have no further obligation to the Client; therefore, canceling the event without the return of any payments or option to rebook.

In the event any check is returned for insufficient funds, a returned check fee of $100.00 will be imposed. The Client will be responsible for all costs incurred in the collection of delinquent accounts, including reasonable attorney fees, finance charges, etc.

Events booked within thirty (30) calendar days of the event date must be paid in full when the rental agreement is executed. The amount paid is non-refundable, and additional payments are subject to the guidelines contained herein.

All rental fees and additional fees are subject to all current state and local sales tax. Tax exempt organizations must pay The Refinery directly and must provide tax exemption documentation when the rental agreement is executed in order to receive this exemption.

3. CANCELLATIONS

All payments are non-refundable, including but not limited to first payments, subsequent payments, payments for additions, payments for decor, and final payments.

Should the event be canceled by the Client more than one-hundred and twenty (120) calendar days prior to the event, the Client will have the opportunity to rebook a future event (on any available day other than the originally contracted date) at the original facility. All monies paid will be applied to a new rental agreement subject to any price and guideline changes. Monies available will only be applied to space rentals and additional time determined prior to the execution of the new agreement. If the monies paid exceed the total of the new rental agreement, the additional monies will be forfeited and will not be made avalible for additional items such as florals and decor. The new rental agreement must be executed prior to the original event date. After the original event date has passed, all monies and all opportunity to rebook will be forfeited. The Client will only be able to cancel and rebook one time.

If the event is canceled by the Client one-hundred and twenty (120) calendar days or fewer before the event date, the Client is responsible for any remaining balances and will have no option to rebook. A completed credit card authorization form will be required along with the official cancellation document.

All cancellations must be confirmed in writing (email is acceptable; info@therefineryevents.com) by the Client/Renter listed on the rental agreement. Once written intent of cancellation has been received by The Refinery, a cancellation document will be sent for acceptance along with a credit card authorization form. The date of cancellation will be determined as the date the cancellation document and credit card authorization form are received completed from the Client.

Client Initials: CYH CYH

If any event is to be canceled or postponed due to extreme weather conditions, The Refinery must be notified at least twenty-four (24) hours in advance and the final decision will be at the discretion of The Refinery. If accepted, the Client will then be able to reschedule, without penalty, for another available date within six (6) months of the original event date. Any additions, such as floral and decor items will be re-billed should the Client choose to add the items; no credits can be given for "unused items" due to extreme weather conditions.

4. FORCE MAJEURE

Should events, unknown at the time of executing the rental agreement, beyond the reasonable control of Fleur de Lis Events and Design LLC/The Refinery and the Client, including but not limited to:
(1) acts of God,
(2) war, including armed conflict,
(3) government regulation or advisory (including travel advisory warnings by the government, World Health Organization, or limitations on gatherings),
(4) quarantine,
(5) civil disturbance in the local area,
(6) strikes
(7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices,
(8) curtailment of transportation services or facilities which would materially affect attendees from attending the event,
(9) disaster, fire, earthquakes, tornadoes
(10) unseasonable extreme inclement weather
(11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, or
(12) any other comparable conditions that occur either in the location of the event or in the counties or states of origin of at least 60 percent of the guests or along their routes of travel,
making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under these guidelines as the Parties originally contracted, the affected Party may terminate the rental agreement, without liability, upon written notification. The Client may choose to postpone the event to another available day adhering to the current guidelines and pricing at the time of rebooking. If the Client chooses not to rebook within thirty (30) days of the written notice, all monies paid will be forfeited and not made available to be used on a new agreement. Notice under this provision may be given at any time in advance of the event provided that the notifying Party has met the requirements of this provision.

5. SET UP AND BREAK DOWN

All venue equipment set up and break down will be provided by The Refinery. Any items not provided by The Refinery are the responsibility of the Client/Vendor for set up and removal. All décor, rentals, equipment, and event related items not provided by The Refinery are to be removed from the premises immediately following the event; Fleur de Lis Events and Design LLC/The Refinery are not responsible for items left after the event. All trash must be removed from the facilities at the end of the event and

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may be placed in the provided, on-site dumpster; this includes all areas inside the facility including Lounges, the area surrounding The Refinery/The Reserve/The Foundry, and the parking area used by guests. Please note that while 32 gallon trash cans on wheels are provided, trash bags are not provided by The Refinery; trash bags must be provided by the Client/Vendor(s). A minimum fee of $300 will be applied if the space has not been properly cleared post-event which includes, but not limited to, trash, boxes, decor, rentals, and other items without prior approval.

6. VENUE EQUIPMENT

The Refinery will provide the following items unless otherwise specified on the rental agreement:

Refinery North or Refinery South:

35: 60" Round Tables   1: 48" Round Table   20: 72"x30" Tables

350: Wooden Chairs

35: 85"x85" Linens in either Black, White, or Ivory for the 60" Round Tables

Refinery Courtyard:

350: Folding Chairs

The Refinery Entire Facility:

70: 60" Round Tables   2: 48" Round Table   40: 72"x30" Tables

700: Wooden Chairs for Inside Use   350: Folding Chairs for Courtyard use

70: 85"x85" Linens in either Black, White, or Ivory for the 60" Round Tables

The Reserve:

12: 60" Round Tables   1: 48" Round Table   8: 72"x30" Tables

100: Wooden Chairs

10: 85"x85" Linens in either Black, White, or Ivory for the 60" Round Tables

The Foundry:

45: 60" Round Tables   1: 48" Round Table   30: 72"x30" Tables

800: Wooden Chairs

45: 85"x85" Linens in either Black, White, or Ivory for the 60" Round Tables

The rental agreement will include all items that are included in the rental; the Client is not required to use all items, nor will unused items be visible in the event space(s) during the event. Equipment, including the standard equipment listed above or any additionally rented items, will not be moved/re-located during the event.

Chairs designated for inside facilities are to remain inside that particular facility during all events and may not be used outside for any reason.

Declining to use items included in the rental of the space will not result in a credit, discounted rate, or deduction in balance due.

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Wireless internet service is available at each facility; login information will be provided the day of the event to the day of contact established at the final meeting. Requests for additional technological services (phone line, internet hard lines, etc.) must be made in advance and may be provided for a charge. Please note that internet service is not guaranteed and may be subject to outages not controlled by The Refinery.

7. THE REFINERY COURTYARD

The Refinery Courtyard may be added to either a Refinery North or Refinery South rental when available. The Refinery Courtyard cannot be rented independently and is rented on a first come, first served basis. Access to the Refinery Courtyard is not permitted for any reason unless rented. Chairs included with the indoor facilities are not permitted for use in the Refinery Courtyard. The rental of the Refinery Courtyard includes items detailed in section six.

Tents are permitted in the Refinery Courtyard but can only be contracted through The Refinery. Should the Client need a tent, a quote will be provided for the Client to review; a non-refundable payment of fifty percent (50%) must be received for a tent to be held for the Client. Should a tent be cancelled after any payment is made, the payment will not be refunded and will not be made available to be used for other items. Full payments for tents will be required if the tent is cancelled within fourteen (14) days of the event or as determined by the party providing the tent. Tents are subject to availability and must be confirmed and paid for at least fourteen (14) days prior to the event. The Refinery will oversee the installation and removal of the tent. In the event a tent is installed and lightning is present within one (1) mile, the tent must be evacuated until the impending weather has passed. The venue staff on duty will have final say as to when evacuation and/or re-entry can occur.

In the event the Refinery Courtyard is not usable due to weather, no refunds or further accommodations will be made. If the Client wishes to have a back up location for an outdoor space, the Client may choose to rent another available event space at the rate when the agreement was executed (i.e. the rate difference between the rented event space and The Refinery Entire Facility or the rental cost of The Reserve at the rate when the original agreement was executed).

Smoking in the Refinery Courtyard is permitted as long as no tents are erected, all butts are properly disposed in the provided smoker's receptacles, and smoking does not occur within eight (8) feet of any door.

8. REHEARSALS

Rehearsals for ceremonies may be scheduled based on the availability of the facility and are subject to the rehearsal fee. Rehearsal inquiries may be made at any time after the execution of the rental agreement, but will be subject to availability until thirty (30) days prior to the event date. If a rehearsal inquiry is made, the Client will be notified as soon as possible should the event space be booked by another Client on the requested rehearsal date prior to the official confirmation. After official confirmation and payment of the rehearsal fee, the Client will be granted access for one (1) hour of time in the space being used for the ceremony.

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9. PARKING

Parking is included with all rentals at The Refinery. Parking is based on a first-come, first-served basis and parking spaces can not be reserved. There are approximately 1,032 parking spaces available within Water Tower Square (the property on which The Refinery/The Reserve/The Foundry resides). All parkers must abide by all posted placards. Fleur de Lis Events and Design LLC/The Refinery is not responsible for any incidents that may occur in or because of parking at The Refinery/The Reserve/ The Foundry/Water Tower Square.

To ensure your guests and vendors park near the event entrance, it is recommended that all invitations include either Refinery North, Refinery South, The Refinery (when the Entire Facility has been rented), The Reserve, or The Foundry and use the corresponding address:

Refinery North - 500 Missouri Avenue, Jeffersonville, IN 47130
Refinery South - 450 Missouri Avenue, Jeffersonville, IN 47130
The Refinery - 500 Missouri Avenue, Jeffersonville, IN 47130
The Reserve - 380 Missouri Avenue, Jeffersonville, IN 47130
The Foundry - 200 Missouri Avenue, Jeffersonville, IN 47130

Parking for Refinery North is immediately in front of the main entrance. Parking for Refinery South is directly across Court Avenue. Parking for The Reserve is immediately in front of the main entrance and directly across Court Avenue. Parking for The Foundry is immediately in front of the main entrance.

If the Client has rented the Refinery Courtyard and wishes for guests to enter through the Courtyard, signage will be posted at the main entrance of the rented facility directing guests to the Courtyard. The above addresses and facility names should still be utilized for invitations.

Events booked on the date of Thunder Over Louisville at The Refinery are required to rent The Refinery Entire Facility and will be provided with one hundred (100) parking vouchers that may be used at Water Tower Square in accordance to their terms and conditions (i.e. no in-and-out parking privilege, no reserved spaces). An event booked at The Reserve will be provided with twenty (20) parking passes and events occurring at The Foundry will be provided with one hundred (100) parking passes. The Client will be responsible for distributing the passes to all vendors and guests prior to the event date. Additional parking passes may be available for purchase at an additional cost. Guests attending an event at The Refinery/The Reserve/The Foundry on Thunder Over Louisville who do not have an authentic parking pass will not be allowed to park at Water Tower Square.

Should the date of Thunder Over Louisville be rescheduled to a date that (a) Client(s) has/have already contracted, The Refinery will make as many parking passes available as possible, understanding the total number of passes may need to be split between multiple events. All other requirements of this provision will remain in place and will be the responsibility of the Client (i.e. distributing the passes and obeying the parking rules).

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10. VENUE STAFF

A representative from Fleur de Lis Events and Design LLC/The Refinery will be available throughout the length of the Client's event and can be reached by calling or texting the office number (812.850.0034) should they not be immediately seen during the event. The venue staff will have final say on all matters dealing with or concerning the venue and property including, but not limited to sound levels and occupancy levels. The venue staff may not be someone that the Client has met or interacted with prior to the event date.

11. SECURITY

Security personnel will be required for events hosting more than 450 guests or public events and will be the responsibility of the Client. Confirmation of security detail must be provided at least thirty (30) days prior to the event.

12. PHOTO/VIDEO RELEASE

Fleur de Lis Events and Design LLC/The Refinery reserve the right to use images of your event for marketing purposes; photos containing people are typically not used for this purpose.

There are security cameras throughout all event spaces and in the parking lot of Water Tower Square.

13. DAMAGE

Any damage to Fleur de Lis Events and Design LLC /The Refinery properties, or Water Tower Square beyond normal wear and tear will be billed to the Client. The Client is responsible for the repair and/or replacement cost associated with such damage. Any damage done to the fountain(s) will be billed to the Client; this damage includes but is not limited to foreign objects, drinks, food, or bodily fluids being placed in the fountain. Vomit located in any building or the Refinery Courtyard that is not properly cleaned up prior to the end of the event will result in an automatic $300 excessive cleaning fee per occurrence.

14. PERMITS AND LAWS

The Client understands that they are fully and solely responsible for the event and the actions of their guests and vendors while at The Refinery. It is the Client's responsibility to follow all laws, mandates, requirements, and restrictions that are imposed on a federal, state, or local level on the event date.

If the Client's event requires a permit or license from any local or state government entity, the Client agrees they will secure all necessary permits/licenses at the Client's expense. Furthermore, it is the responsibility of the Client to know if a permit is needed for the hosted event. All special event permits and licenses need to be provided to the venue at least twenty-four (24) hours before the event start time.

According to Indiana State's Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone under the age of 21 years. Both, the Client and the event's bar service, are responsible for observing and enforcing all alcohol related laws; Fleur de Lis Events and Design LLC/The Refinery are not

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responsible. The bar service reserves the right to refuse service to individuals appearing to be intoxicated. Alcoholic beverages are not to be taken outside of The Refinery facilities; alcoholic beverages are allowed within the Refinery Courtyard. All alcoholic beverages must be served by a licensed and insured bar service with valid Indiana Employee Permits obtained from the Indiana Alcohol and Tobacco Commission; self-service of alcoholic beverages is strictly prohibited, including but not limited to, champagne walls/towers, wine service on dining tables, and alcohol favors on dining tables. All bar service of beer, wine, and liquor must end at least thirty (30) minutes prior to the end of the event; the bar may remain open to serve non-alcoholic beverages until the end of the event.

Smoking or the use of e-cigarettes is not permitted anywhere inside the facilities or within eight (8) feet of entry doors.

15. INSURANCE

All Clients are required to furnish a certificate of liability in the amount of at least $1,000,000 unless all requested vendors are able to provide the necessary coverage detailed below. Please know the Client is responsible for all actions of their guests and vendors. Any damages caused by guests or vendors will be the responsibility of the Client.

All requested vendors (i.e. any person(s) providing a service for the Client either professional or amateur) are required to furnish a Certificate of Liability Insurance naming "Fleur de Lis Events and Design LLC dba The Refinery, and all its members, agents, servants and employees as additional insureds on a primary and noncontributory basis." The certificate of liability for vendors should be in the amount of at least $1,000,000. All bar service providers must provide a certificate of liability with liquor liability and certificate to serve in the state of Indiana. If the bar service is unable to provide liquor liability coverage, it is required that the Client purchase an insurance policy with host liquor liability. Bar services without certificates to serve will not be permitted at the facility. Please use the following address/e-mail and send all certificates to: *The Refinery, 500 Missouri Avenue, Jeffersonville, IN 47130; info@therefineryevents.com.*

Copies of insurance, licenses, and employee permits must be on file at least fourteen (14) calendar days prior to the event date. Failure to provide necessary documentation will result in the vendor either not allowed to operate or, if permitted, will operate at the risk of the Client; therefore, all damages and incidents will be placed on the Client. Should the proper liquor liability insurance or proper Indiana Employee Permits from the Indiana Alcohol and Tobacco Commission not be provided, no alcohol of any kind may be at the event.

Fleur de Lis Events and Design LLC/The Refinery will not be held liable for damages or incidents caused by the Client, guests of the Client, or the Client's contracted/non-contracted vendors before, during, or after the event.

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16. CATERERS AND BAR SERVICES

All arrangements with caterers/bar services are the responsibility of the Client who will need to keep venue staff informed of the caterer's arrival time and set up needs. In the event the caterer/bar service is not staying throughout the scheduled event time, or should food be provided by the Client, or food is being delivered/dropped off, all "catering/bar service responsibilities" will fall to the Client (see below.) In the event of the latter two situations, the Client will be required to provide an event insurance policy as detailed in Section 15.

Caterer/Bar Service Responsibilities: The caterer/bar service will have access to a preparation area for food staging. This area will include running water in the form of a large sink and hand sink, work tables/counters, and trash cans (32 gallon on wheels). All other equipment, including trash bags and carts, needed by the caterer/bar service will be the responsibility of either the Vendor or Client. The caterer/bar service (and Client) are responsible for returning the preparation area back to its original condition following the event. All trash must be placed in the on-site, outside dumpster at the end of the event. All rentals being delivered to and/or picked up from the facility must be within the rental period contracted by the Client. Any rental deliveries/pick ups outside of the rented timeframe will either be refused or will incur an unscheduled docking fee charge.

Please note that the rental times stated on the rental agreement include both caterer/bar service preparation and clean up times.

A limited amount of alcohol may be consumed in the Lounges prior to the bar service arrival; all alcohol must be placed with the bar service once on site.

If beer, wine, or alcohol is being provided by the Client, once those items are placed in the event space, access to those items for consumption are strictly prohibited until the event start time has elapsed and has been served by the bar service. Failure to follow this requirement may result in all alcohol being removed from the space and no alcohol served during the event.

17. EVENT VENDORS/CLIENT RESPONSIBILITIES

The Client is responsible for all arrangements for food and beverage, decorations, entertainment, equipment needs, event coordination services, and other event related services. A list of all event vendors including primary contact and contact information (email and phone number), will be required at least thirty (30) days prior to the event. The Refinery has final approval of all vendors contracted by the Client. All event vendors/Clients are responsible for operating under the following guidelines:

> Vendors/Client will have guaranteed access to the rented facility at the time indicated on the rental agreement. Additional set up time may be purchased as detailed in Section 1.
>
> Vendors/Client are responsible for the set up/break down of all event-related equipment, unless provided by The Refinery. All equipment and decorations must be removed immediately following the event. The Refinery is not responsible for the loss of or damage to any equipment left in or around the facilities.

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Vendors/Clients must abide by all fire codes and regulations. The blocking of exit doors, fire extinguishers, fire alarms, egress routes, or emergency exits is strictly prohibited. The venue staff has the final say on such matters. The use of fog machines and haze machines are prohibited.

Vendors/Client are responsible for providing all equipment needed to load-in and load-out of the building including, but not limited to, carts, dollies, ramps, ect. These items will not be provided by the venue under any circumstance.

The use of confetti, glitter, birdseed, rice, and/or anything of the sort are not allowed inside or outside the premise. The use of artificial petals are not allow outside, in the Refinery Courtyard. The use of any of the prohibited items, previously listed, will result in an automatic excessive cleaning fee of at least $300.

The use of cold spark machines are prohibited inside any facility. The use of sparklers outside the facilities are permitted with the acceptance of the sparkler guidelines, available upon request. Those guidelines are to be signed by the Client/Renter listed on the rental agreement and filed with The Refinery prior to the event date. Should the sparkler guidelines not be executed and returned, or if the guidelines are not followed, a fee of at least $300 will be incurred plus the cost of any damages that result in the use of sparklers.

No vendor/Client may hang items from the ceiling. Items may be hung from the ceiling by The Refinery and will result in an additional expense. The Refinery will have final say on all items that are to be hung; advance notice of such items will be required. Nothing may be adhered to any wall, ceiling, floor, door, window, table, or chair.

All electrical and data cords must be properly secured with gaffer's tape; no other type of tape will be allowed. Due to the type of floor installed, all gaffer's tape must be removed in a slow and delicate manner as to not disrupt the flooring material.

All flames (candles) must be enclosed (in a fireproof container taller than the flame) and clean-burning.

The Client will be required to name a "day of contact" and provide contact information including email and phone number. In the event of a wedding, we request this person not be an individual getting married that day. We do ask that this individual be present and coherent throughout the duration of the event. This person will be who The Refinery communicates with on the event date, acting in place of the Client for minor adjustments, questions, and have the ability to approve additional charges for added items, if needed.

The Client is responsible for the actions of any vendors or other agents, including but not

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limited to caterers, photographers, entertainers, decorators, and audio-visual companies contracted or not-contracted for the event. Any damages beyond normal wear and tear will be billed to the Client, even if caused by an event vendor. Any event vendor causing damage will not be allowed back in the facility until damage, repairs, and payments are complete.

ACCEPTANCE
Each party shall indemnify and hold harmless, their agents and employees, against any and all damages, claims, or other liability due to personal injury or death, or damage to, or loss of, the property of others, arising out of its use of The Refinery.

I, the Client, have read the entire contents of these guidelines, and not relying on verbal statements not contained herein, understand and accept this agreement.

Claudette Herald | Sep 4, 2025

Client/Renter (Please Print Name) | Date

Claudette Herald
Claudette Herald (Sep 4, 2025 11:36:28 EDT)

Client/Renter (Please Sign)

Effective June 2025

Form ST-105
State Form 49065
(R5 / 6-17)

Indiana Department of Revenue

General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of *Utilities*, *Vehicles*, *Watercraft*, or *Aircraft*.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: Oldham County Schools

Business Address: 6165 W Highway 146 City: Crestwood State: KY ZIP Code: 40014

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0000000000 - LOC Number (3 digits): 000

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
***See instructions on the reverse side if you do not have either number.**

State ID Number: B1197 State of Issue: Kentucky

Section 2

Is this a ☐ blanket purchase exemption request or a ☑ single purchase exemption request? (check one)

Description of items to be purchased: ____________

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

☐ Sales to a retailer, wholesaler, or manufacturer for **resale** only.

☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production.**

☐ Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)

☐ Sales of tangible personal property predominately used (greater then 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: ____________

☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

☐ Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).

☐ Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).

☐ Sales to the **United States Federal Government** - show agency name. ____________
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

☑ Other - explain. ____________

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (*either negligent or intentional*), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: Claudette Herald
Claudette Herald (Sep 4, 2025 11:36:28 EDT) Date: 09/04/2025

Printed Name: Claudette Herald Title: Superintendent

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Instructions for Completing Form ST-105

All four sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1

A) **This section requires an identification number**. In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID Number, a resident state's business license, or State issued ID Number must be provided.

B) **Exceptions** - For a purchaser not possessing either an Indiana TID Number or another State ID Number, the following may be used in lieu of this requirement.
Federal Government – place your FID Number in the State ID Number space.
Farmer – place your SSN or FID Number in the State ID Number space.
Public transportation haulers operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SSN or FID Number in the State ID Number space.
Nonprofit Organization – must show its FID Number in the State ID Number space.

Section 2

A) Check a box to indicate if this is a single purchase or blanket exemption.
B) Describe product being purchased.

Section 3

A) Purchaser must check the reason for exemption.
B) Purchaser must be able to provide additional information if requested.

Section 4

A) Purchaser must sign and date the form.
B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID) is a ten digit number followed by a three digit LOC Number. The TID is also known as the following:

a) Registered Retail Merchant Certificate
b) Tax Exempt Identification Number
c) Sales Tax Identification Number
d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID (10 digits) and the LOC (3 digits) at the top right of the certificate.

CityPlace and The Rawlings Foundation

Corporate/Non-Profit Event Contract Agreement

Agreement Statement: Signature of this Contract Agreement acknowledges the acceptance of these terms and conditions on behalf of the Event Group, and that the Event Group is legally bound to this Contract Agreement and its Term and Conditions.

Event: SOMS Football Banquet **Event Date(s):** Monday, November 3, 2025 **Time:** 4pm – 9pm

Event Coordinator: Tara Fox (Team Mom) or Jay Torsch (Coach)
Address: 6403 Ky-146
Crestwood, Ky 40014
Phone: (502) 241-0320 Cell: (502) 548-8087 Fax: Jay (502) 682-5736
E-mail: TFOX8809@hotmail.com

Event Group: South Oldham Middle School Football Team
Address: (As Above)
Phone: Cell: Fax:
E-mail:

Yes ___ No ___ Copy of Event Group Liability Insurance Certificate Is On File Will need updated by

Event Group Liability Insurance Certificate is due no less than 30 days prior to event. Due date: October 23, 2025

Event Space: Pavilion 2 Full Day(s) ___ 5 Hrs or Less X

Corporate Rate includes the use and setup of CityPlace tables, chairs, black linens, tech, and housekeeping

* ___% ___ **Discount if applicable**

Rental based Up to 200 Attendees *Includes: Up to 1 hour Event Assistance with Floor Plan, Event Timeline & A/V Test Tech*

Facility Rental: $ 900.00 (−10% loyalty discount) + Extra ___ hrs. X $150 per hr = $___ *Less ___ % = **Total Rental: $** 810.00

25% of the Rental Fee is due on the date the contract is signed. Date signed & pd deposit: ___ $ 202.50

Balance due no less than 2 weeks prior to event date. $ 607.50 Date due: 10/23/25 Date pd. ___ $___

Fee for Additional Facility Rental hrs, Assistance w Floor Plan/Timeline, A/V Test Tech: $150.00 X ___ hrs = $___

$500 Damage Deposit due no less than 2 wks prior to event date. Date due: ___ Date pd. ___ $___

Method of Payment: (Not req'd w/ COI)

Check __ Check # ___ Credit/Debit: Master Card __ Visa __ AmExp __ Discover __ Date pd. ___ $___
Check __ Check # ___ Credit/Debit: Master Card __ Visa __ AmExp __ Discover __ Date pd. ___ $___
Check __ Check # ___ Credit/Debit: Master Card __ Visa __ AmExp __ Discover __ Date pd. ___ $___

Credit Card # ___ Exp. Date ___ Code on Back ___

Name as it appears on card ___ Billing Zip Code ___

Billing address if different from above ___

I have received a copy of the CityPlace and The Rawlings Foundation Policies and Procedures Guide. I agree to share it with my Event Group, and we agree to abide by these terms.

Event Coordinator Signature: Claudette G. Herald Date: 9/10/25

CityPlace-
Administrator/Director: Cheryl Burr Date: September 8, 2025

CityPlace a Project of The Rawlings Foundation 112 South 1st Avenue, La Grange, Kentucky 40031
Phone: 502-225-0870 E-mail: info@cityplaceexpocenter.com Web: www.cityplaceexpocenter.com

STUDENT TEACHER AGREEMENT

THIS AGREEMENT made at Campbellsville, Kentucky, this ________ ***day of September, 2025*** between ***Campbellsville University*** (hereinafter called the University) and ***Oldham County School District*** (hereinafter called the Board).

WITNESS:

1. The University, under the provision of KRS 161.042 and pursuant to State Board of Education regulations, is authorized to enter into cooperative agreements, including financial agreements, with school boards for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the educational profession.

2. The University and the Board accept joint responsibility to educate qualified teachers.

3. The University and the Board agree that all arrangements in reference to this program shall be governed and consistent with policies of the University as well as those of the Board.

4. As provided in KRS 161.042 (3) the student teachers placed in ***Oldham County School District*** shall agree to abide by all policies, rules, and regulations of the Board. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University to inform all prospective student teachers of this provision and secure agreement from the student teacher.

5. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classrooms student teachers who, in the judgment of its staff, have an adverse influence on the welfare of pupils, detract from the total school program, or do not contribute to the advancement of the educational profession.

6. The Board shall work with the University upon request to identify properly qualified and certified teachers from within the system under whose direct supervision the student will teach.

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

- have a valid Kentucky teaching certificate for grade and subject taught;
- have at least three years of teaching experience on a Professional Certificate;
- the ratio of student teachers to cooperating teachers shall be 1 to 1.

7. A written report to the University concerning the process and accomplishments of the student teacher shall be made by the cooperating teacher, along with a recommended grade in keeping with the University model for grading.

8. The University shall designate a representative(s) to serve as liaison between it and the Board. This person(s), as a representative of the University, shall have access to all Board staff and schools necessary to facilitate proper communication and relationships between the Board staff, cooperating teacher, and the student teachers.

9. Compensation will be made based upon the most recent General Assembly allocated funding for the compensation of teachers who supervise student teachers. The University also provides compensation.

10. As provided for in KRS 161.042 (4) the University may arrange with the Board to provide supplementary instructional activities for its teacher education students, other than student teachers. Where activities of this nature are desired by the University, arrangements shall be made with the Superintendent or his/her designee.

11. The Board will require a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and will require a letter from the Kentucky Cabinet for Health and Family Services stating that the student teacher has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Kentucky Cabinet for Health and Family Services. The student teacher will be responsible for all costs associated with the background and child abuse checks required by the Board. If a criminal or child abuse background check reveals information that disqualifies the student teacher from teaching in the Board's schools, the Board will not accept the student teacher.

12. During the time that a student teacher is practice teaching in a Board school, the student teacher shall not be deemed an employee of the Board, and the Board will not provide workers' compensation insurance coverage for the student teacher. However, the Board will provide general liability insurance coverage for the student teacher.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this agreement shall be from ***August 1st, 2025 until December 31, 2026*** inclusive, and supersedes all previous contracts between the parties.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this agreement, have hereunto set our hands this _____ day of September, 2025.

BOARD OF EDUCATION	CAMPBELLSVILLE UNIVERSITY
by: ______________________	by: __________________________

sodexo Live!

NON-PROFIT AGREEMENT 2025-2026

This Agreement, made this first day of September 2025 by and between South Oldham High School Cheer, a non-profit organization ("Organization", "Vendor" or "NPO"), and Volume Services, Inc. d/b/a Sodexo Live! ("Sodexo Live!").

Appointment.

Grant. Organization is hereby granted the right and privilege during the term of this Agreement to operate a concession stand at KFC Yum! Center, L&N Stadium, and Norton Healthcare Sports & Learning Center ("Premises") and other locations as mutually agreed upon by the parties.

Relationship of the Parties. Organization shall operate as an independent contractor and shall perform services for his own account. Organization is not authorized to bind Sodexo Live! for any purpose without the prior written approval of Sodexo Live!. Organization is not an agent of Sodexo Live! and shall not represent itself for any reason as an agent. This Agreement does not create an employee and employer relationship between Organization, or any of Organization's employees, members or volunteers, and Sodexo Live!.

Term. The term of this Agreement shall commence September 1, 2025, and shall continue in force and effect for a total of one (1) year, until August 31, 2026. The rights granted herein are in compliance with Sodexo Live!'s rights under the Agreement **[**dated 09/03/2025 ,**]** between Sodexo Live! and CYH ("Client")**, as it may be modified or amended**.

Organization's Representations and Warranties. Organization represents and warrants to Sodexo Live!:

1. Organization has the full and unrestricted authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby.
2. Organization is a non-profit organization duly organized, validly existing and in good standing under the laws of the State of Indiana and is duly qualified to conduct business in the State of Indiana.
3. Organization is a not-for-profit or charitable organization, as defined under federal and state laws, and is exempt from all applicable taxes. Organization shall supply Sodexo Live! with its Tax Identification Number/Employer Identification Number ("EIN") and all relevant documentation confirming its not-for-profit status, as defined under the Internal Revenue Code Section 501(c)(3), prior to executing this Agreement. If Organization's EIN number changes for any reason, it is Organization's sole responsibility to immediately inform Sodexo Live! electronically, and to notify Sodexo Live! in writing pursuant to Section XIII below. Failure to provide an accurate EIN in a timely manner or providing a false EIN will result in immediate termination of this Agreement and may expose Organization to legal liability risks (including, but not limited to, civil and/or criminal penalties imposed by federal tax laws), as well as indemnification obligations expressly imposed by this Agreement. Organization further represents and warrants that no amounts paid by to Organization under this Agreement will be used, in any way, to

support or defeat any referendum, political candidate, political party, or ballot issue.

4. The execution of this Agreement and the commencement of the services contemplated hereby, will not violate any law, rule, or regulation or court or administrative order or result in a breach or violation of, or constitute a default (or event which with notice or lapse of time, or both, would constitute a default) under any material contract, agreement or instrument, or under any decree, judgment or order to which Organization is a party or by which any of them may be bound.
5. Organization has complied in all material respects with all federal, state, and local laws, ordinances, rules and regulations relating to its operation or conduct of its business.

Sodexo Live! will make decisions relating to Organization's location, staffing requirements, and report times for each Organization. Sodexo Live!, in its sole discretion, reserves the right to ban Organization or any of its members/volunteers from the Premises.

Duties of Organization.

Obligations. Organization shall comply with the following terms and conditions:

1. Organization Lead. Organization shall designate an individual supervisor for each assigned Service Area within the Premises ("Group Lead"), who shall be responsible and accountable for the activities of Organization and its members/volunteers at the Service Area. Organization must communicate the designated individual to the Non-Profit Coordinator, along with a full roster of volunteers working prior to each event.
2. Staffing. The Group Lead shall be responsible to fully staff its assigned Service Area of responsibility, as designated by the Sodexo Live! representative. Organization will keep each assigned service area open and fully staffed until released by Sodexo Live!. Organization shall provide the designated number of members/volunteers, as specified by Sodexo Live! for each event. If the Organization is short-staffed, late without prior approval, or brings volunteers that have not been adequately trained, Sodexo Live! reserves the right to supplement the Service Area with another group or groups, and the Organization acknowledges and agrees that any such groups shall receive a reasonable split of the compensation that the Organization would have otherwise received, contribution. Additionally, if exigent circumstances require it, Sodexo Live! may elect to supplement the Organization with its own workers in instances where no other group can assist and / or where the particular Service Area cannot be closed for a particular event and reasonable reduce the compensation that the Organization would have otherwise received.
   Sodexo Live! reserves the right to cancel a stand, or reassign any group or groups provided by the Charity, if any group fails to have the required number of volunteers needed for staffing **or for any other reason.**
3. Training. As a precondition for eligibility to work at the Premises, all members/volunteers shall attend and participate in all training sessions as established by Sodexo Live!. Group Leads shall attend a special orientation, which shall cover the terms of this Agreement and the operations at the Premises, and shall be responsible for communicating all required policies and procedures to the members/volunteers. Sodexo Live! will provide staff or another trained NPO Group Member to train a new "NPO Group" for the first 2 events. The experienced employee or group member will help with inventory, prep, and closing for the first event. The second event, the employee or group member will observe and help assist as needed.
4. Alcohol Awareness. ***This provision shall apply at such times, if any, that Sodexo Live! authorizes Organization to sell and serve alcoholic beverages at the Premises.*** Organization shall bring each member/volunteer who will be handling or serving alcohol at the Premises to an Alcohol Awareness Training session such as TIPS

or TEAM training conducted by Sodexo Live! for events at the Premises. Sodexo Live! shall make available such training. Alcohol Awareness Training is mandatory, and Organization will not allow any member/volunteer at or above the age of 18 to volunteer at the Premises who has not successfully completed such training. **All members/volunteers who will be handling or serving alcohol shall be at least legal age to serve alcohol in accordance with state or local law.** Organization has received, read, and agrees to comply with Sodexo Live!'s Responsible Alcohol Service Policy, which is expressly incorporated into this Agreement by reference. Organization's failure to comply will result in termination of this Agreement, and may expose Organization to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the alcoholic beverage industry. Organization shall be financially responsible for all fines, citations, violations, or other legal actions incurred by its members/volunteers arising from the sale or service of alcoholic beverages.

5. Ensure Compliance. Organization accepts sole and exclusive responsibility for keeping the members/volunteers informed of the specific terms and conditions of this Agreement and for ensuring their full compliance with the terms herein and with all laws, regulations or policies, including, but not limited to, policies imposed by the Premises and/or by Sodexo Live!. Organization will provide each member/volunteer with a copy of the Premises Rules and Regulations, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
6. Minimum Age Requirements. All members/volunteers must be at least sixteen (16) years of age, all members/volunteers who will be handling or serving alcohol shall be at least legal age to serve alcohol in accordance with state or local law. Any member/volunteer picking up their initial bank from the cash room/vault must be at least eighteen (18) years of age. In compliance with Kentucky law, volunteers involved in the sale of alcoholic beverage must be 18 years of age with supervision of a 21-year-old within fixed stands. Volunteers involved in the sale of alcoholic beverage must be 20 years of age within portable locations.
7. Member/volunteers' Conduct. Organization shall make sure that all of its members/volunteers behave in a professional manner at all times while at the Premises. Organization shall not permit, condone, or allow its members/volunteers to consume or use alcoholic beverages, drugs, obscene/vulgar language or disruptive behavior anywhere on the Premises, including the parking areas. No member/volunteer is to be in the Premises seats, boxes, suites, or viewing areas (collectively the "Seating Areas") at any time during the event, except to the extent Sodexo Live! requires it. If a member/volunteer is found loitering in any of the Seating Areas during the event or after, he or she will be removed from the Premises and Organization will not be allowed to return. In order to have the Service Area fully operable, Organization will assure that Group Leads report to their assigned Service Areas and all other members/volunteers of the Organization report to their Service Areas as determined by Sodexo Live!.
8. Access. Access to the Premises is permitted only to members/volunteers specifically volunteering in Organization's assigned Service Areas for the given event on the specific date. Organization acknowledges that any unauthorized admission for events by any member/volunteer shall be deemed as "theft of services" and may result in termination of this Agreement, in Sodexo Live!'s sole discretion.
9. Appearance. All members/volunteers must comply with the appearance standards specified by Sodexo Live! and the Premises. Organization hereby agrees that it and its members/volunteers will comply with uniform guidelines detailed on Exhibit C, which is attached hereto and incorporated herein by reference.
10. Food Handling. All members/volunteers must follow federal, state, and local procedures, as specified by Sodexo Live!, including Sodexo Live!'s policies, while handling, storing,

preparing, and serving food. If a member/volunteer is preparing, touching, or serving food, he or she must wear gloves at all times.

11. Supply of Products. Sodexo Live! will supply all products, equipment, and other supplies as required. Members/volunteers are specifically forbidden from bringing any product, equipment, or supplies either into or out of the Premises, including, but not limited to, any spoiled or unused food or event giveaways without prior written authorization from Sodexo Live!. No product may be added to or removed from any location or Service Area without authorization from Sodexo Live!.
12. Operation of Equipment. Members/volunteers must take particular care not to damage or abuse the equipment, facility, space, or Service Area provided in any way. Organization agrees that if any of its members/volunteers are uncertain how to properly operate any piece of equipment, he or she shall notify Sodexo Live! and request instructions prior to operating that piece of equipment.
13. Unauthorized or Unlawful Sale. Unauthorized product sale (e.g., refilling of any beverage cup) or unlawful sales or service by any member/volunteer (e.g., furnishing alcohol beverages to a consumer who is obviously intoxicated or under the legal drinking age) shall be cause for termination of this Agreement, and may expose Organization to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the good and beverage service industries.
14. Waste. Members/volunteers shall keep waste to an absolute minimum. At the conclusion of the event, Sodexo Live! must verify any spoilage/waste to record on the final inventory report.
15. Bags Subject to Search. All members/volunteers' packages, including handbags and personal items, are subject to search upon entering and exiting the Premises. **Bags, purses, and backpacks are not allowed in the Service Areas**; however, upon prior request, exceptions may be allowed by Sodexo Live! management at its sole discretion. Clear bags are allowed in the facility. Lockers are available to those who need them. You must bring your own padlock.
16. Food Quality. Under no conditions are perishable products to be reused from one event to the next. If any product is questionable in any way, members/volunteers should not serve the product and shall contact Sodexo Live! immediately. Sodexo Live! shall make the final determination on whether such product is appropriate to be served.
17. Health Department Inspection. Members/volunteers shall have the ability to successfully pass a health department inspection by following all food safety rules and guidelines provided by Sodexo Live!. Failure to pass an inspection may result in total loss of compensation for that event and termination of this Agreement, in Sodexo Live!'s sole discretion.
18. Accurate Sales. No product is to be given away or consumed by members/volunteers for any reason, unless authorized in writing by Sodexo Live!. Members/volunteers shall charge correct prices for all items. Members/volunteers will sell all items in the specified controllable container. Sold, used items, or previously credited items may not be included in inventory for any reason. Organization shall keep an accurate and true record of all merchandise, collections and sales and shall permit Sodexo Live! to examine such records for the purpose of verifying the correctness of any reports or payments made to Sodexo Live! by Organization. Sodexo Live! shall verify all inventory amounts at the commencements and end of all events. Violation of inventory and cash control rules will result in termination of this Agreement. Cash control rules may include, but will not be limited to: Completed Transfer Forms, Cash Pick Up Slips and Inventory Sheets.
19. Authority. Only Sodexo Live! has the authority to change any items, portions, control techniques, or prices charged for any item. Nothing in this Agreement confers any right to Organization for events, products, locations or Service Areas.

20. <u>Member/volunteer Meals</u>. Members/volunteers shall not smoke, drink, or eat at the Service Area. It is recommended any meals purchased by a member/volunteer should be purchased from their own stand as to maximize their commissions.
21. <u>Side Deals</u>. Organization is forbidden from negotiating any "side deals" with Sodexo Live!'s on-site management staff, facility clients, event managers, and participants.
22. <u>Cancellation Notice</u>. Organization must provide notice of cancellation of its participation for any event at least **seventy-two (72)** hours prior to the confirmed event.
23. <u>Report Time</u>. The report time for all events will be communicated prior by the Non-Profit Staffing Coordinator. All volunteers are expected to arrive on-site and check-in no later than 30 minutes past the report time. Any late arrivals past that, and without prior notice and approval, may result in fines to the group and/or supplementing the location with staff from another group (see Exhibit E for further details).
24. <u>Cash Shortages</u>. Organization assumes sole responsibility for all cash in its possession once they exit the cash room/vault until a final drop has been received by the cash room/vault at the conclusion of the event. Organization is responsible for following all cash handling procedures and the cash drop schedule. If Organization operates more than one (1) stand, Sodexo Live! shall withhold from any compensation the aggregate overage or shortage.
25. <u>Electronic Devices</u>. Electronic devices (cell phones, computers, i-pods, etc.) are prohibited in the concession stands. Cell phones are permitted for communications to supervisors, managers, etc. for only work-related communication or in case of emergency.
26. <u>Signage</u>. Signage identifying Organization must be displayed and comply with all Sodexo Live!/Client guidelines.
27. <u>Solicitation</u>. Organization shall not be allowed to solicit tips or gratuities. Any tip cups that are displayed or any other transgressions of this policy will result in termination of this agreement, in Sodexo Live!'s sole discretion. Sodexo Live! will provide universal tip buckets for all groups that must always remain on the back counter. No homemade tip buckets or jars will be allowed under any circumstances.
28. <u>Volunteer Roster</u>. Organization must maintain an up-to-date roster of all volunteers within their group and notify Sodexo Live! Of any changes.
29. <u>Sodexo Live! Employment.</u> No individual volunteering with the Organization shall be employed with Sodexo Live!
30. <u>Single Group Affiliation.</u> All individuals shall only partner with Sodexo Live! Under the affiliation of one singular charity for the season. If the individual chooses to leave and work with a separate charity, they must speak with and seek approval from the Non-Profit Coordinator.
31. Organizations members/employees shall follow the policies and procedures set forth in the NPO Handbook.
32. Vendor must at all times abide by the policies and procedures of Sodexo Live! and Client.

<u>Insurance</u>. Organization shall obtain and maintain in force at all times during the term hereof insurance coverages as set forth in Sodexo Live!'s insurance requirements attached hereto as Exhibit A or such insurance as required by Client, whichever is greater. In addition, Organization shall provide Sodexo Live! with a certificate of insurance as evidence of such coverage within five (5) days after the Effective Date.

1. The parties acknowledge that this Agreement is not intended to be one of hiring under the provisions of any Workers' Compensation or any other law, and shall not be so construed. Organization also assumes sole responsibility for the settlement of all liability which may arise under any Workers' Compensation law or would have arisen had such coverage been in place. Organization agrees to indemnify and defend Sodexo, Inc. and

its subsidiaries for any claim, loss, expense (including attorney fees), penalty or fine arising out of Organization's performance of services in connection with this Agreement.

2. This provision of such insurance and the performance by Organization of the obligations under this Subsection B shall not relieve Organization of liability under the applicable indemnity provision set forth in this Agreement.

Indemnification. Organization shall defend, indemnify and save Sodexo Live! and Client harmless from and against any and all claims, liability, losses, costs and expenses, including attorney fees, which may arise out of or in connection with (i) any breach of the terms of this Agreement by Organization, (ii) any breach of the representations and warranties made by Organization as set forth in this Agreement; (iii) the operations, activities, misconduct or omissions of Organization, its employees, volunteers, members and agents, in the performance of its obligations under this Agreement excepting only such as are attributable to the sole negligence of Sodexo Live! or Client; and/or (iv) any claim by the Organization's employees, members, or volunteers against Sodexo Live! brought under local, state or federal wage payment laws or regulations. This indemnification is intended to also include all expenses from claims that occur as a result of legal action taken by Organization's employees, volunteers, members and agents against Sodexo Live! relating to injuries sustained in the performance of obligations under this Agreement. This sub-section C shall survive termination of the Agreement.

Except as otherwise authorized by Sodexo Live!, Organization agrees that it will at no time keep, sell or dispense any alcoholic beverages, intoxicating or narcotic food products or substances whatsoever in or about the Premises of Client.

Sanitation. Organization shall keep the areas used by it in sanitary condition during functions and after each event as specified by Sodexo Live!.

Financial.

For the privileges granted herein, the following shall apply to any compensation paid to Organization:

Sodexo Live! shall compensate Organization as detailed below. Said compensation shall be Organization's entire compensation, including all expenses incurred by them in the performance of this Agreement, and Organization shall have no power to incur any debts or other obligations on behalf of Sodexo Live!.

Sodexo Live! agrees to compensate Organization an amount equal to the percentage of the Net Sales from Organization's Service Areas set forth on Exhibit B, which is attached hereto and incorporated herein by reference. "Net Sales" means gross sales minus all inventory and cash shortages as determined by Sodexo Live! in Sodexo Live!'s sole discretion, costs, fees, including, but not limited to, credit / debit card fees equal to 2.5%, and taxes, including, but not limited to, the state sales tax and the tax for alcoholic beverage sales.

Amounts payable to Organization shall be paid within thirty (30) days after each event.

The parties agree that Sodexo Live! shall not be liable to Organization for any expenses paid or incurred by Organization unless otherwise agreed in writing by the parties.

Performance Penalties. In addition to compensation adjustments previously provided herein, Sodexo Live! reserves the right, in its sole discretion, to adjust compensation due to Organization as outlined in Exhibit E.

Cleaning Deduction. Sodexo Live! shall inspect Organization's Service Area at the end of each event to ensure proper product storage, cleanliness and sanitation and require the "Stand Lead" to sign off on cleaning standards as part of end-of-night paperwork. If any of Sodexo Live!'s labor is required to complete the cleaning or the organization of the inventory, this cost (whether direct or indirect) shall be deducted from Organization's compensation. This amount shall be determined by Sodexo Live!, in its sole discretion.

Uniforms. Each member/volunteer provided by Organization will report to the event dressed as indicated in the Uniform Guidelines, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. Organization will purchase uniform shirts for all volunteers per venue. All groups will have to purchase Sodexo Live! hats for their members whether for new members or replacements. Sodexo Live! will provide all NPO members with a security badge for Louisville venues.

Minimum Compensation. Subject to the terms of this Section III, and Exhibit B, Sodexo Live! guarantees that Organization will receive the greater of a percentage of Net Sales, minus shortages and penalties, if any, or a designated minimum guarantee minus shortages and penalties as set forth in Exhibit E.

Coupons. Coupons collected at the stand, if any, will be included in the Organization commissions if the coupons are 100% billable. Otherwise, there will be no Organization commissions calculated on any discounted coupons unless otherwise stated by Sodexo Live! Management.

Counterfeit Bills. The dollar amount of any counterfeit bills collected by your Organization will be deducted from the group's commission along with any applicable shortages.

Bypass/Point of Sale Cards. It is the responsibility of the "Stand Lead" to return the Organization's allocated point of sale card at the end of the night along with stand paperwork. If an Organization must be provided a new point of sale card due to loss of card, the Organization will be charged a replacement fee of $40.00.

Records.

Organization shall keep an accurate and true record of all merchandise, collections and sales and shall permit Sodexo Live! to examine such records for the purpose of verifying the correctness of any reports or payments made to Sodexo Live! by Organization. Sodexo Live! shall verify all inventory amounts at the commencement and end of all events.

Vandalism, Break-in, Theft.

It is agreed and understood that neither Sodexo Live! nor the Client is responsible for any personal belongings lost, stolen or damaged while inside the Premises, including the parking areas.

Termination.

Either party may terminate the Agreement at any time upon and not less than thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, Sodexo Live! retains the right to terminate this Agreement at any time if, in Sodexo Live!'s sole discretion, Organization is in material breach of this Agreement.

It is further understood that this Agreement is dependent upon the continuation of Sodexo Live!'s agreement with Client, and that upon termination of the aforementioned agreement, this Agreement shall also terminate and Sodexo Live! shall have no further obligation to Organization.

If in the event of default in payment by Organization, Sodexo Live! retains legal counsel for the purpose of attempting to collect any sums in default or otherwise to enforce its rights, whether or not suit is instituted, Organization shall pay to Sodexo Live! the reasonable cost of said legal services, plus actual costs and disbursements.

Personnel Obligations.

Organization shall be solely responsible for all of its employees, members, and/or volunteers who perform services under this Agreement, including responsibility for recruitment, employment, promotion, layoff and termination. Organization shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees, including any income, social security and unemployment taxes and workers' compensation costs and charges.

Removal of Property.

Organization, upon termination of this Agreement, whether by expiration of the original or any extended term hereof, or for any other reason, shall immediately after such termination remove from the Premises any and all of its equipment and other property.

Taxes.

Neither federal, state, local income tax, and payroll tax of any kind shall be withheld or paid by Sodexo Live! on behalf of Organization or the employees of the Organization. Organization shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Organization agrees that the Organization is responsible to pay, according to law, Organization's income taxes. If Organization is not a corporation, Organization further understands that Organization may be liable for self-employment (social security) tax, to be paid by Organization according to law.

Confidentiality.

During the term of this Agreement, Organization may have access to or become acquainted with various trade secrets and confidential information of Sodexo Live!, including financial records, surveys and studies, management guidelines and procedures, operating manuals, information regarding customer transactions, customer account information, customer lists, and any other Sodexo Live! information not generally available to the public. Organization shall not disclose any of Sodexo Live!'s trade secrets or confidential information, directly or indirectly, during or subsequent to the term of this Agreement. In addition, the terms and conditions of this Agreement are confidential. Organization and Sodexo Live! represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement.

Publicity and Communications Policy.

The Organization shall maintain its confidentiality obligations under Section X when using social media or communicating with the public, and shall ensure that its employees are aware of these obligations and agree to abide by them.

When using social media postings to communicate about Sodexo Live!'s business or services or the Sodexo Live!'s competitors, clients, vendors or suppliers, the Organization and/or its employees shall make it clear that it is not speaking on behalf of Sodexo Live!, by using this disclaimer or something similar: "The postings on this site are my own comments and opinions. I do not represent Sodexo Live! in my postings on this site and the postings may not represent the views of Sodexo Live!."

Taking photographs or videos of events or performance is prohibited unless the Organization (including its volunteers) receives Sodexo Live!'s prior written consent.

The Organization is strictly prohibited from disclosing Sodexo Live! information that is not authorized for external communication. Such information includes: information related to the Sodexo Live!'s policies and procedures which is not communicated publicly on the Sodexo Live!'s websites and information considered as confidential by the Company as described in this Agreement.

The Organization is prohibited from using any Sodexo Live! logos or trademarks, Sodexo Live! promotional material, or any Sodexo Live! information without Sodexo Live!'s prior written permission.

The Organization is not to communicate with print or broadcast media at any time about Sodexo Live! business and its operations. If asked by the media to speak or comment on the Sodexo Live!'s behalf, contact your manager immediately.

Complete Agreement.

The Agreement contains all the agreements of the parties, superseding any prior agreements and writings and may not be changed other than by an agreement in writing signed by the parties.

Notice.

Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Organization: South Oldham High School Cheer
6165 W Highway 146
Crestwood, KY 40014

To Sodexo Live!: Sodexo Live!
Attention: Chief Financial Officer
700 Canal Street, Suite 1
Stamford, Connection 20902

and: Sodexo Live!

Attention: Law Department
915 Meeting Street
North Bethesda, Maryland 20852
Email: SodexoLawDept.USA@sodexo.com

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received or refused except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

Electronic Signatures.

The parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

Authority.

Each individual executing this Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon Organization and Sodexo Live! in accordance with its terms.

REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK
SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated in the first paragraph of this Agreement.

ORGANIZATION

By: Claudette Y Herald

Name (printed): Claudette Herald

Title: Superintendent

Phone Number: (502) 241-3500

Sodexo Live!

Reviewed for form and content: ____________________
Brian Gaskill
Regional Vice President

Agreed to and approved by: ____________________
Michael Majercik
Senior Vice President
Sodexo Live!

EXHIBIT A

SODEXO LIVE! INSURANCE REQUIREMENTS

Non-Profit Organizations (NPO)

Exposure Matrix.

Coverage Type	Minimum Limit Amounts	Additional notes
Commercial General Liability Coverage *	$1,000,000/occurrence	Such insurance shall: (i) Include products and (ii) completed operations and contractual liability coverage
Workers Compensation **	Statutory Requirements	If the NPO has employees
Employers Liability **	$1,000,000/each accident, $1,000,000 disease policy limit, $1,000,000 disease each Employee	If the NPO has employees
Auto Liability–covering "Any Auto" * as defined in commercial auto liability policy CA 00 01*	$1,000,000 each accident	Required when any Vendor's vehicles enter onto premises of Sodexo Live! or its Clients in performance of work

* If the NPO is sponsored by an organization, such as a school or university, the sponsoring entity may provide coverage on behalf of the NPO provided that the above requirements are met.

** If the NPO or its sponsoring entity cannot secure workers' compensation and employers' liability insurance, the following language is hereby incorporated by reference into this Agreement:

> *"The parties acknowledge that this Agreement is not intended to be one of hiring under the provisions of any Workers' Compensation or any other law, and shall not be so construed. Organization also assumes sole responsibility for the settlement of all liability which may arise under any Workers' Compensation law or would have arisen had such coverage been in place. [Name of NPO] agrees to indemnify and defend Sodexo, Inc. and its subsidiaries for any claim, loss, expense (including attorney fees), penalty or fine arising out of [Name of NPO]'s performance of services in connection with the agreement."*

NOTE: This document supplements, but does not supersede, any contractual agreement between the parties.

General Provisions.

The insurers shall be licensed or authorized to conduct business in the jurisdiction where work is performed by Vendor and shall have an A.M. Best rating of not less than A-V.

Vendor/Service Provider must provide a certificate of insurance (Acord 25 form) to Sodexo Live!, Inc. prior to conducting any services and annually thereafter or within 10 days of any insurance policy renewal.

Sodexo, Inc. and Sodexo Live!'s Client and their respective subsidiaries, agents, affiliates, assigns, and employees must be listed as an additional insured on the above listed general liability policy and auto liability policies. Respective of the Commercial General Liability coverage, via ISO form CG 20 10 04 13 and CG 20 37 04 13, or the equivalent forms.

Each insurance policy must contain a waiver of subrogation in favor of the additional insureds and must be primary without contribution by Sodexo Live! and must contain a severability of interest clause on coverages requiring additional insured status.

Limits are expressed as minimum allowable limits. Actual limits maintained shall be assessed by each vendor and shall be adequate to cover all potential risk exposures inherent in the services provided by vendor.

Sodexo Live!, Inc. must be provided with not less than 30 days prior written notice of cancellation or material change of any insurance coverage prior to the expiration date of the policy.

Certificate(s) of insurance shall:

1. Show Vendor as the Named Insured
2. Provide information using the most current standard ACORD 25 Certificate of Liability Insurance form. *Please do not submit policies.*
3. Include in the "Description of Operations/Locations/Additional Remarks" section:
   Sodexo Live! as Additional Insureds using the statement ***"Sodexo, Inc., its subsidiaries and Assigns are additional insureds on the commercial general liability and the auto liability policies listed hereon. Waiver of subrogation on general liability, auto and workers compensation, where allowed by law, shall also be granted in favor of the additional insureds. Coverage evidenced by this certificate of insurance applies to insured's operations, activities and services for Certificate Holder. Should a policy listed above be cancelled or materially changed prior to expiration date, the insurer will provide thirty (30) days prior written notice to the certificate holder."***

   Vendor company's assigned **Sodexo Live! Vendor Number**

Show the following as "Certificate Holder":

Sodexo, Inc.
915 Meeting Street, Suite 1500
North Bethesda, Maryland 20852
Attn: Risk Management – Vendor COI

EXHIBIT B
COMPENSATION GUIDELINES

% of Net Sales, minus shortages and penalties **OR** guarantee minus shortages and penalties (whichever is higher)

	Food & Non-alcoholic Beverages	Alcoholic Beverages	Guarantee
All Venues/Events	11%	8%	$75/per volunteer

Sodexo Live! shall withhold from any compensation any cash shortages/cash loss by the Organization in excess of 1.5% of total receipts.

Sodexo Live! will provide meals to non-profit volunteers the day of the event.

- KFC Yum! Center meal will be provided in the Rabbit Hole lounge from the report time to 30 minutes prior to doors. This may be subject to change; any changes will be communicated out prior to event.
- L&N Stadium will provide concessions vouchers redeemable for one meal item to all volunteers on game days.

EXHIBIT C
UNIFORM REQUIREMENTS

The Organization will ensure that all members wear a standardized uniform that will be provided by Sodexo Live!. It is the Organization leader's responsibility to ensure that all members wear such uniform.

NO LOGO/HOODED T-SHIRTS, SWEATSHIRTS, ATHLETIC WEAR, SHORTS OR TANK TOPS ALLOWED other than specified uniform.

NO OPEN TOE SHOES ARE PERMITTED. **Sodexo Live! strongly recommends a slip resistant shoe**

Sodexo Live! will dock the Charity $30 per volunteer not in compliance with the dress code. Any Organization member reporting for duty egregiously out of proper uniform may not be allowed to perform concession activities and will not be considered in the count of the minimum number of workers supplied by the Organization until they are in proper uniform.

Hats: A hat/visor is to be worn by all NPO members. Sodexo Live! will provide new non-profit organizations 15 visors/hats per venue at no cost, all visors/hats provided after the initial 15 will be $5.00 each. It is a health code requirement that everyone working with food and beverage must wear a hair restraint. Even with a hat, **long hair must be tied back off the shoulders**. Hats will be worn the way in which they are intended; bill straight forward, not backwards and not sideways. Only Sodexo Live! Issued & Approved Hats. Event day replacements without prior 24 hour notice for visors/hats will be $10.00 each.

Shirt: Shirts will be provided by Sodexo Live! for each venue. Sodexo Live! will provide new non-profit organizations 15 shirts per venue at no cost, all shirts provided after the initial 15 will be $25.00 each. The total uniform cost for each venue will be deducted from your commission over the course of the season, or the Charity may pay Sodexo Live! via a check. Event day replacements without prior 24 hour notice for shirts will be $45.00 each.

Pants: Pants must be **black**, ankle length and free of patches, rips, stains, patterns and fading. Black jeans, baggy pants, tight fitting, or spandex type materials are not permitted. Shorts will be permitted for outside venues (L&N Stadium, UofL campus venues) as long they are an appropriate length (no shorter than a hand-width above the knee), if there are questions, please reach out to the management team. **No yoga pants or capri pants are allowed at any property unless indicated by facility GM.**

Shoes: Black, closed toe shoes are to be worn, ***NON SLIP***, with black socks. Black sneakers are acceptable. No sandals, no high heels, open toe shoes, ballerina slippers, or croc like shoes. We suggest you invest in solid black skid resistant shoes.

Cold Weather Allowances: Certain uniform changes will be permitted for outside venues (L&N Stadium, UofL campus venues) with **prior notice from the facility GM**. Allowances include: an all-black or UofL branded sweatshirt/hoodie, jacket, or coat will be allowed in outside areas. Sweatshirts and hoodies must be worn underneath the uniform polo. All black and plain toboggans/beanies will be allowed in outside areas.

Security Badge: Volunteers will be provided a security badge for all Louisville venues with their organization listed. Security badges must be worn at all times and required for entry into venues.

Organization members should be in full uniform when checking in and at all times during working hours. If the Organization member does not wear the complete uniform, the group will be fined for non-compliance or not allowed to work the event. (At no time will street clothes be worn on the job.)

Jewelry should be kept to a minimum. Organization members/volunteers are allowed to wear one (1) earring per ear as long as it is not larger than the size of a nickel.

No exposed piercings are allowed (Tongue, nose, eyebrows piercings, etc.)

EXHIBIT D
FACILITY RULES AND REGULATIONS

Restricted Areas are forbidden unless assigned! Stay in your assigned areas.

Smoking and the use of all tobacco products is prohibited within the gates of L&N stadium and indoors of the KFC Yum! Center. This includes the use of Vapor or E cigarettes and any type of smokeless tobacco. There are designated smoking areas at both facilities:

- Outside the employee entrance door at the KFC Yum! Center, volunteers must go through security upon re-entry.
- Outside the gates at L&N Stadium, volunteers must go through security upon re-entry.

Guest Seating Areas – Organization members/volunteers are strictly prohibited from sitting in the seating areas at all times.

Solicitation of free food or beverages from any vendor or concession area is not allowed.

Contact your Area Supervisor for all your concession needs – please do not contact Security for anything related to your concession stand.

In case of emergency –

- Brian Gaskill – *Regional Vice President*
  732.569.1578
- Adam Langmeyer – *General Manager of L&N Stadium*
  502.909.2895
- Aaron Martin – *Human Resources Manager*
  502.438.3523

EXHIBIT E
BONUS /PENALTY GUIDELINES

Bonuses.
Sodexo Live! will from time to time offer certain types of incentives with regard to sales increases etc. It will be the discretion of the NPO group as to whether they participate in the program.
At the beginning of each venue's season of operation a seasonal bonus program will be presented to organizations via a contract addendum outlining requirements, qualifications, and amounts.

Penalties.**

If a charity has to cancel for an event, it is up to the group leader to contact the HR NPO Coordinator. If you cancel without advance notice (72 hours before report time), your group will be fined a fee of $100 for your first offense and $300 for your second offense. If your group cancels or does not show up without advance notice for a third time, the group's contract will be voided and will not be asked back for future events at all Sodexo Live! Properties.

If a charity has to decrease confirmed staff numbers or will be short-staffed for an event, it is up to the group leader to contact the HR NPO Coordinator prior to 48 hours before report time. If the group does not notify the NPO Coordinator of staffing number changes and/or shortages within this timeframe, your group will be fined a fee of $50 per staff missing for your first offense, $75 per for your second offense, and $100 per for your third offense. If your group shows up to an event short-staffed for a fourth time, the group's contract will be voided and will not be asked back for future events at all Sodexo Live! Properties.

When a charity's volunteers are late (past the allotted 30 minutes from report time) without prior notice and approval, the charity will be fined accordingly per late volunteer of $50 for the first offense, $75 for second offense, and $100 for the third offense. If tardiness becomes excessive by specific volunteer(s), it will be to Sodexo Live's discretion to not ask said volunteer back for future events.

***This amount shall be deducted from the next event Organization works.*

MEMORANDUM OF AGREEMENT BETWEEN KENTUCKIANAWORKS AND OLDHAM COUNTY BOARD OF EDUCATION

Term

The term of this Memorandum of Agreement ("Agreement") shall begin on July 1, 2025, and shall continue until June 30, 2026.

Purpose

The purpose of this Agreement between Oldham County Board of Education, d/b/a Oldham County School District (OCSD) and the Greater Louisville Workforce Development Board, d/b/a KentuckianaWorks (KentuckianaWorks), is to define the responsibilities and obligations regarding the use of financial resources made available to OCSD by the Kentucky State Legislature. These resources are intended to support workforce services for high school seniors who upon graduation, do not plan to immediately enroll in college but instead prefer to secure a good job and enter the workforce.

KentuckianaWorks will allocate funding to support OCSD in delivering services designed to help at least 30 high school seniors secure full-time employment at $15.00 per hour or more, with benefits and opportunities for growth. Additionally, KentuckianaWorks and OCSD will collaborate to identify and connect employers with high school graduates, assisting in job placements through the project known as **"After the Tassel."**

KentuckianaWorks Responsibilities

KentuckianaWorks agrees to allocate $75,000.00 to support the After the Tassel (ATT) program for Fiscal Year 2026 (FY26), from July 1, 2025, through June 30, 2026. These funds, provided through funding from the Kentucky State Legislature and administered by KentuckianaWorks in this specific, are to support OCSD's participation in Year Two of the After the Tassel program. The program helps high school seniors and recent graduates secure full-time employment paying at least $15.00 per hour, with benefits and opportunities for advancement.

Upon receipt of a Year One summary report, the signed Year Two MOA, an invoice for the quarterly installment, and the initial financial expenditure/ program activity reports for Year Two, KentuckianaWorks will process the first quarterly installment. Subsequent installments will follow upon receipt and satisfactory review of the invoice, and monthly reports. KentuckianaWorks is available to provide technical assistance and program guidance upon request.

KentuckianaWorks will disburse the $75,000.00 in four equal quarterly installments of $18,750.00, contingent upon OCSD submitting monthly financial expenditure reports and program activity reports by the 5th day of each month, using a report template provided by KentuckianaWorks. These reports must document the use of funds for the period, the progress of participants, internships assignments & activities, all job placements achieved, and any barriers encountered by the OCSD during the service delivery period. Failure to submit the referenced and required reports on time and/or in a complete manner, may result in a delay or suspension of the quarterly financial installments.

Funding for this After the Tassel project is contingent upon continued legislative appropriation, availability of funds, and OCSD's compliance with all terms of this Agreement. If additional reporting is required beyond the standard monthly or quarterly success stories, OCSD agrees to provide requested backup documentation.

Launchpad

Launchpad is an online platform for managing participant data and activities, capturing job placements achieved. KentuckianaWorks manages the platform and will provide the following services:

- Introduction to the portal and up to two licenses
- Initial platform training
- When requested, technical support to assist in ensuring all project participants are enrolled on the Launchpad portal
- 24-hour access to the Launchpad portal
- Reasonable technical assistance and support to the district's designated primary contacts upon request
- In-person and virtual training and support
- Launchpad Data Entry Due Dates: 8/7/25, 9/5/25, **10/7/25 1st Quarter**,11/7/25,12/5/25, **1/8/26 2nd Quarter**, 2/6/26, 3/6/26, **4/7/26 3rd Quarter**,5/7/26, 6/5/26, **7/8/26 4th Quarter**

Oldham County School District (OCSD) Responsibilities

OCSD agrees to fulfill the following obligations under this Agreement:

- **Submit End of Year One Report**: Prior to the release of the first Year Two installment, OCSD must submit a financial and program report that summarizes the Year One expenditures and details how any unspent funds from the Year One allocation of $75,000.00 will be utilized in conjunction with the Year Two allocation. This report is due before or at the time the Year Two MOA is being signed.
- **Allocate Funds as Follows**: Allocate the $ 75,000.00 as follows:
    - After the Tassel Coordinator: $50,000.00
    - Transportation,Travel , Mileage: $20,734.96.00
    - Supplies, Training- $4,265.04
- **Collaborate with KentuckianaWorks**: Out-reach, market, engage seniors and employers, collect data, and evaluate program services for graduating seniors.
- **Data Entry & Management**: Identify a staff member to be trained as the primary Launchpad license holder to enroll, track, and ensure accurate and timely data entry is done consistently and timely for all participants in the Launchpad portal.
- **Participate in Progress Meetings**: Attend regular meetings (virtual or in-person) with KentuckianaWorks and ATT program partners to review implementation and outcomes.

- **Participate in Workforce Investment Activities**: Design and develop internships and job opportunities to align with regional economic goals and contribute to employer and partner collaboration regularly.
- **Employer Engagement**: Promote resources available to young adults through The SPOT and Kentucky Career Center, and refer employers to KentuckianaWorks Business Services Team as appropriate.
- **Submit Monthly Financial and Program Reports**: Submit monthly financial expenditure and program activity reports, invoices, by the 5th of each month, using the required template. These reports support quarterly the processing of quarterly installments.
- **Maintain Documentation**: Keep complete documentation for all expenditures in general, including sub-agreements, invoices, contracts, timesheets/wage reports, and proof of service delivery.
- **Indemnification**: Make all records (digital or physical) available upon request to KentuckianaWorks, the Kentucky Legislature, or designated auditors.
- **Short-Term Internship Strategy**: Manager internship activities that lead to full-time employment opportunities after completing the internship, and coordinate payroll through a third-party provider when necessary

Responsibility for Disallowed Costs

OCSD acknowledges and agrees it will be solely responsible for repaying any disallowed costs resulting from a violation of this Agreement. This responsibility lies solely with OCSD and does not extend to any of the seven counties involved in the Inter-Local Agreement.

Hold Harmless / Indemnification

OCSD agrees to indemnify, hold harmless, and defend KentuckianaWorks and Louisville/Jefferson County Metro Government, including its elected and appointed officials, employees, agents, departments, affiliates, and successors, against any claims, damages, losses, or expenses (including attorney fees) arising from OCSD's negligence or breach of contract under this Agreement. This indemnification applies provided that the claim or loss:

1. Results from personal injury, death, property damage (including loss of use), or breach of contract; and
2. Is not caused by the negligence or willful misconduct of Louisville/Jefferson County Metro Government or its employees acting within the scope of their employment.

This obligation survives the termination of the Agreement and is not limited by any insurance coverage.

Unspent Funds and Recapture Clause (Year Two Allocation)

In the event that, upon the conclusion of the project term on June 30, 2026, the Contractor (Oldham County School District) has not fully expended the total resources allocated for Year Two of the After the Tassel initiative—specifically, the $75,000.00 allocated for personnel, activities, and program components outlined in this Agreement—KentuckianaWorks reserves the right to recapture any unspent funds still in the control of the Contractor.

Such funds may be reallocated by KentuckianaWorks to support the success of the After the Tassel initiative in other ways, including expansion to other jurisdictions or supplemental services, or may be returned to the original funding source, the Kentucky State Legislature, as deemed appropriate.

This clause is intended to ensure that all funds are used effectively and in full alignment with the program's purpose: to assist high school seniors in securing full-time employment after graduation.

Duration and Termination

This Agreement shall remain in effect from July 1, 2025, to June 30, 2026, unless terminated earlier by mutual written consent of both parties or in accordance with the termination provisions of this Agreement.

Signatures

By signing below, the duly authorized representatives of Bullitt County Public Schools and KentuckianaWorks acknowledge and accept the terms of this Memorandum of Agreement.

For Oldham County School District (OCSD)	**For KentuckianaWorks**
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Title: Superintendent _____	Title: Executive Director ____________
Date: ______________________	Date: ______________________