

Screencastify Order Form

Order Number: 00021740 Order Created: 9/3/2025 Order Expires: 11/2/2025

Prepared For:
Noel Gnadinger
Librarian
South Oldham High School
noel.gnadinger@oldham.kyschools.us
(+) 5022416681

Screencastify Contact: Nick Foster nick@screencastify.com Screencastify, LLC P.O. Box 734530 Chicago, IL 60673-4530

Subscription and Pricing:

Educator Pro Per Seat	A Street Constitution of the		English Co.	Parking the second
9/8/2025 9/8/2026 6 \$100.00 \$600.0	6 \$100.00 \$600.00	9/8	9/8/2025	icator Pro Per Seat

Total Amount \$600,00
Total Due \$600.00

Billing Details:

Subscription Start Date: 9/8/2025 Subscription End Date: 9/8/2026 Payment Terms: 30 Days

Please note our updated billing address: Screencastify LLC, P.O. Box 734530, Chicago, IL 60673-4530

Applicable sales taxes will be added to invoices in compliance with state tax regulations. If your organization is tax-exempt, please provide a valid exemption certificate to ensure accurate billing. Send your form to taxexemptcerts@Screencastify.com

Terms and Conditions:

By accepting this Order Form, Customer agrees to subscribe to the products and services listed above for the term indicated above and that all Services are subject to Screencastify's Master Terms and Conditions located at https://screencastify.com/msa, which are incorporated herein by reference.

The Term of this Order form expires on the Subscription End Date listed above and will automatically renew for subsequent terms of equal length unless Customer notifies Screencastify of its intent to cancel at least sixty (60) days prior to the end of a

term. The individual signing or accepting this Order Form represents and warrants that they have the authority to purchase subscription services on Customer's behalf. Customer agrees that Screencastify may use its name and/or logo to identify Customer as a user of its products and services.

The pricing in this Order Form is valid until the Expiry Date listed above and may not be honored if this Order Form is not accepted on or before that date. Unless otherwise indicated, all pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote upon execution of this Order per payment terms above. Offline payments are accepted for orders of \$500 or more, if you are required to issue a purchase order, please have your purchasing department email a signed PO referencing this quote to the email above. Find more payment information and instructions at https://screencastify.com/payment-info.

Access to subscription services will begin on the Subscription Start Date upon receipt of this accepted Order Form. Any professional development services included in this Order Form must be scheduled in advance, are subject to Screencastify's reasonable availability and are not guaranteed to be provided within a specific timeframe.

Screencastify Marketing Partner Program:

This is valid for one year and an established partnership through 2024 – 2025 for implementation. As a Marketing Partner, Customer will participate in promotional materials (including but not limited to case studies, interviews, blog posts, webinars, podcasts) describing all the applications, with prior approval, for which Screencastify's product was used by Customer to publish and distribute for its sales and marketing purposes.

Accepted and Agreed:

South Oldham High School

Signature: Claudette Ferald

Name: Claudette Ferald

Title: Superintendent

Date: 4.8.25



SALES ORDER

Order Date:

09/03/2025

Start Date:

08/01/2025

Order#:

00126130

End Date:

07/31/2026

Prepared For

Account Name: Oldham County School District

Agency Code: 7695

Primary Contact: Dylan Smith

Email: dylan.smith@oldham.kyschools.us

Customer Information

Oldham County School District 6165 W. Highway 146 Crestwood, KY 40014 United States

Bill-To Information

Oldham County School District 6165 W. Highway 146 Crestwood, KY 40014 United States

NWEA Sales Point of Contact

Christopher Clark

christopher.clark@hmhco.com

Products & Services

Product	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Foundations Online Annual License	\$1,000.00	1	\$1,000.00	-\$100.00
MAP Growth K-12 Minimum License (up to 120 students)	\$1,740.00	1	\$1,740.00	-\$0.00

Discount -\$100.00
Subtotal \$2,740.00
Estimated Tax \$0.00
Grand Total \$2,740.00

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at https://support.hmhco.com/s/article/Billing-and-Invoices. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

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Customer Signature:

Customer Printed Name: Claudette Herald Superintendent

Date:

LEASE AGREEMENT

Rent:

\$30 per lane per hour

Please refer to Exhibit A for additional information,

Payable to:

Jewish Community of Louisville

Attn: George Villarreal 3600 Dutchmans Lane Louisville, KY 40205

THIS LEASE AGREEMENT (the "lease") is made and entered into this first day of October, 2025 by and between the Jewish Community of Louisville, Inc. (the "landlord") and North Oldham High School Swim Team (the "tenant");

TERM The term of this Lease shall begin on Wednesday, October 1st, 2024 (the "Lease Commencement Date") and shall end, unless extended or sooner terminated as in this Lease provided, on February 13, 2026.

TO HAVE AND TO HOLD the leased premises with all of the rights and privileges thereto appertaining unto tenant according to the attached Exhibit A, for the term hereof upon the following covenants, conditions, and agreements:

- A. Rental. Tenant agrees to pay to landlord, without demand, as rent for the leased premises, the above described sum, in monthly invoiced installments, at the above described address or at such other place as landlord may hereafter designate in writing. All installments of rent shall be due in advance of the month on the first day of the month and paid, in any event, within five days thereafter. Tenant hereby agrees and acknowledges that the failure of tenant to pay the rent due under this lease, at the time and in the manner provided herein, shall constitute material noncompliance with the provisions of this lease. Demand, notice of nonpayment, and any other notice with respect to payment of rent are hereby expressly waived by tenant. In addition, tenant covenants and agrees to pay the other amounts required to discharge its obligations under the conditions and provisions of this lease. The number of lanes and associated monthly rental cost tenant will be assessed may change depending on the operational schedule of the landlord.
- **B.** Use of premises. The JCC may modify the number of lanes available to North Oldham High School. Any change in the number of lanes provide to the Tenant will be reflected in the appropriate billing cycle. The leased premises shall be used by tenant exclusively for swim team practice for North Oldham High School only. Neither the leased premises nor any part thereof shall be used at any time during the term of this lease for any unlawful purpose, or for any purpose other than as so specified. Tenant shall not keep or permit anything to remain on the leased premises or use the leased premises in a manner that vitiates the insurance thereon, or causes the rate of insurance to be increased. Tenant shall not do or permit anything to be done in or about the leased premises which may be or become a nuisance or which may interfere with or disturb the rights, comfort, or convenience of others. Tenant shall keep and maintain the leased premises in a clean and sanitary condition. Tenant shall dispose of all refuse, rubbish, garbage and other waste from the leased premises in receptacles provided for such purpose by landlord.
- **C. Compliance with laws and regulations.** Tenant shall comply with all existing or future laws and regulations affecting the leased premises of the City Louisville and the Commonwealth of Kentucky, or any other governmental agency.
- **D.** Utilities. Landlord shall furnish all gas, electric, phone and internet service. Tenant may be responsible for long distance charges at Landlord's sole discretion.
- **E. Repairs and maintenance; Condition of leased premises.** Landlord shall be responsible for the maintenance and repair of all mechanical, plumbing and all roofing systems. Tenant shall be responsible for the maintenance and repair resulting from negligence, all injury, damage, or breakage done by tenant, its agents or invitees. If tenant fails to repair and maintain the equipment and leased premises as herein

within an additional thirty (30) days, landlord may sell or dispose of the same and apply the proceeds, if any, to any unpaid rent, damages, storage fees, costs of sale, and reasonable attorney fees.

- M. Termination by landlord. Notwithstanding any other provision contained in this lease, this lease may be terminated by landlord within three (3) days from the date written notice is delivered to tenant if tenant or any other person on the premises with tenant's consent willfully or intentionally commits a violent act, behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other persons on the leased premises or engages in illegal acts. Such notice of termination shall become effective immediately upon receipt thereof by tenant.
- **N. Surrender of possession.** Tenant agrees to return all keys and to surrender peaceable and quiet possession of the leased premises to landlord upon the expiration or termination of this lease for any reason, and at any time, in good order and condition, ordinary wear and tear accepted.
- O. Notices. Any notice required or permitted to be given by either party under the terms of this lease, except in an emergency, shall be given in writing and shall be delivered in person or sent by US Mail. Notices to landlord shall, unless landlord otherwise advises tenant in writing, be delivered or addressed to the above specified address. Notices to tenant shall, unless tenant otherwise advises landlord in writing, be delivered or addressed to tenant at the address of the leased premises. Notices shall be deemed to have been given when delivered in person or when deposited in any United States Post Office.
- **P. Holdover.** Upon expiration of the term of this lease and provided that no new agreement is signed, tenant's tenancy shall, at landlord's option, be on a month-to-month basis.
- **R. Miscellaneous.** This lease contains the entire agreement between landlord and tenant. Neither this lease nor any provision hereof may be altered, amended, or modified orally, but only by an instrument in writing signed by or on behalf of each party hereto. The obligations assumed hereby are joint and several and are declared to be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto. This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any provision of this lease or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. Section headings are included herein for convenience only and shall not be relevant in construing the provisions of this lease

IN TESTIMONY WHEREOF, the parties hereto have caused this lease to be executed, in duplicate originals, on the date first above written.

LANDLORD:	Jewish Community of Louisville
	By:
	Date:
TENANT:	By: North Oldham Representative
	Date: 9 · 22 · 25

Check in Procedure:

The JCC will ask for the name of anyone entering the building on behalf of North Oldham High School one week in advance to the first practice. JCC will provide a roster sheet based on the names received and will ask for each person (swimmer or coach) to check off their name each day they come to swim practice.

The JCC will ask that North Oldham High School swimmers not arrive any more than 15 minutes before their practice time.

Additional Forms Needed:

Each swimmer and coach will be asked to sign and send a waiver to The JCC by 9/30/25 (See Exhibit C).

North Oldham High School will provide a Copy of Insurance by 9/30/25.

MEMORANDUM OF AGREEMENT BETWEEN MURRAY STATE UNIVERSITY AND OLDHAM COUNTY SCHOOL DISTRICT

This agreement, entered into this 1ST day of October, 2025, between MURRAY STATE UNIVERSITY, Murray, Kentucky, hereinafter referred to as the "UNIVERSITY", and OLDHAM COUNTY SCHOOL DISTRICT, 6165 W Highway 146, Crestwood, KY 40014 hereinafter referred to as the "FACILITY", shall govern the use of its facilities by the faculty and students enrolled in Murray State University.

WHEREAS, the UNIVERSITY has students in the Educational Studies, Leadership and Counseling department desirous of a clinical experience for student internships and student practicum in Counseling, hereinafter collectively referred to as "Clinical Experience"; and

WHEREAS, it is to the mutual benefit of the FACILITY and the UNIVERSITY to cooperate in educational programs; and

WHEREAS, it is in the best interest of the parties hereto to jointly plan for the organization, administration, and operation of the educational program;

NOW THEREFORE, in consideration of the mutual covenants of each party to be kept and performed, it is agreed as follows:

ARTICLE I – UNIVERSITY RESPONSIBILITIES

- A. The UNIVERSITY shall require that each student provide evidence of immunization(s) or screening(s) in accordance with the FACILITY'S standards or requirements for employees, if any there be. It shall be the responsibility of the FACILITY to advise the UNIVERSITY, in writing, of any immunization or screening requirements of the FACILITY prior to assignment of the student to the FACILITY.
- B. The standards and philosophy of education, the instruction, and preparation of all instructional schedules and plans, including hours of clinical experience, shall be the responsibility of the UNIVERSITY. These standards and plans shall be made available to authorized FACILITY personnel.
- C. The UNIVERSITY shall provide, if requested, proof of professional liability insurance coverage for students involved in the Clinical Experience with minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, said policy of insurance to be purchased by each individual student.
- D. Supervision of students shall be in such numbers and at such times as the parties hereto agree.
- E. UNIVERSITY will ensure counseling students have completed a background check consistent with the FACILITY'S policy.

ARTICLE II -FACILITY RESPONSIBILITIES

- A. The FACILITY shall be responsible for and retain absolute control over the organization, administration, operation, and financing of its services and including ultimate responsibility for patient/client care and welfare.
- B. The UNIVERSITY shall be informed regarding additional research or educational programs, accreditation or other changes in the FACILITY that may affect the University.
- C. No reduction of staff may be made by the FACILITY due to the presence of students and/or UNIVERSITY faculty. The FACILITY shall retain full responsibility for the care of clients/patients.
- D. Available space in the building(s) specified by the FACILITY may be established and made accessible to the UNIVERSITY faculty and students for classroom instruction, conferences, and library purposes undertaken pursuant to this agreement.
- E. The FACILITY shall maintain general and professional liability insurance coverage with minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- F. The following is applicable only in the event Personal Information, as defined below, is obtained, accessed, stored/hosted or collected by FACILITY and/or its Affiliates.
 - **PERSONAL INFORMATION SECURITY**. To the extent FACILITY receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), FACILITY shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY'S and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure. manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of FACILITY or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and FACILITY abides by the requirements set forth in that exception; (iv) cooperating with the UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) pay all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by UNIVERSITY as the result of any action or inaction of FACILITY; and (vi) at UNIVERSITY'S discretion and direction, handle all administrative functions associated with notification, investigation and mitigation.
- G. FACILITY hereby agrees that records/information of any student of UNIVERSITY which are disclosed by UNIVERSITY to FACILITY under this agreement (same including all student records/information regardless of whether same constitutes "Personal Information") shall be maintained and used in accordance with

- FERPA, 20 U.S.C. § 1232g, 34 C.F.R. § 99 et seq. and the same shall not be released to any other party without written consent of the student.
- H. The provisions set forth in paragraphs II(F) and II(G) hereof shall survive termination or end of the Agreement for whatever reason.

ARTICLE III – JOINT RESPONSIBILITIES

- A. The FACILITY and the UNIVERSITY shall each provide a liaison for services and educational staffs for regular meetings to assure systematic planning and the exchange of information regarding policy changes, problems, and new developments. The FACILITY shall evaluate the student's clinical performance in consultation with UNIVERSITY. The final decision as to grades will be that of the faculty of the UNIVERSITY.
 - 1. For Practicum Students: Each student must complete 150 hours with the FACILITY, of which 40 hours must be direct contact with clients/patients.
 - For Internship Students: Each student must complete 300 hours of which 120 hours must be direct contact with clients/ patients (Individual or group counseling).
- B. The FACILITY shall retain the right to control access to its facilities by students and faculty members. In the event the behavior of student(s) or faculty should become disruptive to FACILITY, is a violation of FACILITY'S Policy or Procedure or its standing in the community, the action shall be reported immediately, in writing, to the appropriate individual of the UNIVERSITY as follows:

Department to Contact: Educational Studies, Leadership, and Counseling Address: 3227 Alexander Hall, Murray State University, Murray, KY 42071 Phone: 270-809-2793

The FACILITY may immediately remove any student. However, prior to dismissal of any student from the Clinical Experience the student shall be given an opportunity to be heard.

- C. Each party agrees to cooperate in the other party's investigation of any incident or accident arising out of the educational program conducted pursuant to this agreement.
- D. The maximum number of students per clinical placement shall be agreed upon by the parties, in writing, prior to the first day of clinical experience. The number of students shall be determined by the availability of adequate clinical experience and resources for the students' learning.
- E. The UNIVERSITY and FACILITY shall carry out the responsibility and obligations under the agreement at all times in compliance with all applicable Federal, State, and local laws, rules, and regulations.
- F. Both the UNIVERSITY and the FACILITY represent that they will comply with all applicable federal and state laws prohibiting discrimination. Each represents that it will

- not discriminate against any person on the basis of race, color, national origin, sex, gender identity, sexual orientation, religion, age, veteran's status or disability.
- G. The FACILITY shall provide a licensed Facility Preceptor/Site Supervisor to provide supervision for the students. The UNIVERSITY shall have the opportunity to review the resume' of potential preceptors for input regarding their suitability for a particular assignment. FACILITY will provide UNIVERSITY with the license status of the Facility Preceptor/Site Supervisor prior to the commencement of the clinical assignment. The Facility Preceptor is not an employee of the UNIVERSITY, but shall at all times be deemed an employee of FACILITY.
- H. The agreement shall become effective on the date shown and shall remain in full force and effect unless terminated pursuant to paragraph III(I). Unless otherwise terminated, extensions of one (1) year shall be automatic as of each successive calendar date.
- I. The agreement may be terminated at the will of either party (without cause) upon giving no less than sixty (60) days written notice of the party's intention to terminate. It may be canceled at any time upon mutual written agreement. Termination shall be such as to have no negative impact on any student presently involved in an internship or practicum at the FACILITY.
- J. This agreement may only be amended upon mutual approval, in writing, by both parties.
- K. Both parties, by execution of this agreement, do hereby certify that they have the authority to bind their respective institutions.
- L. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law provisions; and, in accordance with KRS 45A.245, any action in connection with or arising out of this Agreement shall be filed and prosecuted in the Franklin Circuit Court, Commonwealth of Kentucky or as may otherwise be provided in accordance with Kentucky law.

MURRAY STATE UNIVERSITY	OLDHAM COUNTY SCHOOL DISTRICT
Dr. Ron K. Patterson, President	Claudette Herald, Superintendent
Date	Date



Docusign, Inc. 221 Main Street, Suite 800 San Francisco, CA 94105

Offer Valid Through: Oct 10,

2025

Prepared By: Andre Nnebe Quote Number: Q-01849386

ORDER FORM

Address Information

Bill To:

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

Billing Contact Name:

Trey Greenwell

Billing Email Address:

trey.greenwell@oldham.kyschools.us

Billing Phone: +1 502-222-3737 Ship To:

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

Shipping Contact Name:

Trey Greenwell

Shipping Email Address:

trey.greenwell@oldham.kyschools.us

Shipping Phone: +1 502-222-3737

Order Details

Order Start Date: Oct 12, 2025 Order End Date: Oct 11, 2026

Billing Frequency: Annual

Payment Method: Check Payment Terms: Net 30

Currency: USD Auto Renewal: Yes

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
Multi-Channel Delivery	SUB-3463439-1	Oct 12, 2025	Oct 11, 2026	500	\$ 200.00
eSignature Access Management w/SSO - Per Envelope	SUB-3463439-1	Oct 12, 2025	Oct 11, 2026	500	\$ 600.00
eSignature Business Pro Edition - Envelope Subs.	SUB-3463439-1	Oct 12, 2025	Oct 11, 2026	500	\$ 2,400.00
Silver Success Pack	SUB-3463439-1	Oct 12, 2025	Oct 11, 2026	1	\$ 544.00

Grand Total: \$3,744.00

Product Details

eSignature Envelope Allowance: 500

Overage/Usage Fees

Multi-Channel Delivery: \$0.50 eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

Order Special Terms

For any subscription-based Service(s) purchased on this Order Form, (a) the Term will automatically renew for additional periods equal to the expiring Term or one (1) year (whichever is shorter), unless either party gives the other written notice of non-renewal at least 30 days before the end of either the Term or subsequent terms; and (b) the pricing during any automatic renewal term may be increased by Docusign by 5.00% if Docusign provides the other party written notice of a pricing increase at least forty-five (45) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: https://www.docusign.com/legal/terms-and-conditions/msa and the applicable Service Schedule(s) and Attachments for the Docusign Services described herein available online at https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules.

Each DSU Campus Pass Individual Subscription includes the following benefits over a 12-month period: 1) Access to all public, instructor-led DSU classroom courses for 1 named user; and 2) Access to curated Learning Plans to support enablement. The named administrator on the Customer record will be the named individual on the Campus Pass Individual Subscription.

Billing Information

Prices shown above do not include any sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively "taxes") by Docusign. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. Taxes are calculated based on the ship-to location listed on your order form.

Invoice(s) for this order will be emailed automatically from invoicing@erp.docusign.com.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For U.S. Customers

Is the contracting entity exempt from sales tax?

Please select Yes or No:

Docusign, Inc. uses Avalara's CertExpress to securely collect digital exemption certificates. When selecting "Yes" for tax exemption, a link will be sent to the Bill-To contact listed on this order form to submit your tax exemption certificate through CertExpress.

For Non U.S. Customers

Verify that the VAT, GST, TIN, or similar tax identification number below is correct, or provide the correct number to your Docusign contact. If the VAT, GST, or TIN identification number is not populated below, it will be assumed that you are not a VAT/GST registered taxpayer.

VAT, GST, TIN or similar tax identification number:

For other tax exemption requests, please email the applicable tax exemption documentation to taxexempt@docusign.com.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select:

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to Docusign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

The below signatories are authorized, on behalf of their respective Parties, to execute this Order Form and to agree to the terms herein as of the Order Start Date.

Customer

Signature Claudatta 7. Hull

Signature:

Name: Claudatta Greenwell

Name: Enhanced AOA

Job Title: Juperintendent

Date: 9/2-5/25



Oldham County Family YMCA OC HS Swim Team Contract 2025-2026

FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY

To: Mr. Kris Korzeniowski, OCHS Head Coach

Re: Pool Rentals for the 25-26 swim season

Oct. 1, 2025-February 21, 2026

- Monday- Thursday 8:30pm-10pm (6 lanes)
- Athletes will need to exit facility prior to 10:15pm

Rental Fees (Due on 1st of each month): \$640/month

Total fees for October-February: \$3,200

In addition to the rental fees, the YMCA requests the Oldham County High School swim team to join us in supporting the community. Access to pools is not available to all in our community, we ask the swim team to support 50 children in our community with access, scholarships to the YMCA for the program Safety Around Water. This program is designed to provide access to pools and basic swimming skills in water safety for children who do not have access to swim lessons.

Goal Amount to raise: \$3,500

Kelsey McAleese, Director of Aquatics	Date
Claudette G. Herald Claudette Herald, Superintendent	10·2·25 Date
Paul Holien, Athletic Director	Date

UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION NATATORIUM FACILITY RENTAL AGREEMENT

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made and entered into as of the date last signed by all parties, by and between the University of Louisville Athletic Association (hereafter "ULAA"), and South Oldham High School (hereafter "Licensee").

INTRODUCTION: Licensee desires to secure the use of the facility and space described in Exhibit A to this Agreement ("Facility") and the ULAA agrees to allow the use of the Facility by the Licensee on the terms and conditions set forth in this Agreement. Accordingly, in consideration of the agreements and covenants to be performed as herein provided, ULAA grants to the Licensee a license to use the Facility.

- 1. PREMISES: Licensee shall have use of the Facility (as identified in Exhibit A) in accordance with the terms and conditions of this License. In addition, Licensee shall have use of Common Areas in common with other occupants of campus. The term "Common Areas" shall mean the areas of the campus which are designed for use in common by all occupants of the campus and their respective employees, students, agents, and visitors. Use of the Facility and Common Areas are subject to such nondiscriminatory rules and regulations as may be adopted by the ULAA including those listed on the ULAA website at http://www.ralphwrightnatatorium.com/policies-rules.
- FACILITIES AND UTILITIES: ULAA shall provide for the benefit of the Licensee only the Facility
 and shall provide upkeep or repairs to the Facility. Licensee agrees that it accepts the premises
 "AS IS". ULAA shall be responsible for utility costs at the Facility except telecommunication and
 network services.
- 3. TERM: The term of this License shall be 3 lanes from 8:00 p.m.-9:00 p.m., Tuesdays, Wednesdays and Thursdays from October 2025-February 2026. There will be no practice over Thanksgiving or Winter breaks. No holdover rights or extension of this License shall be permitted except by written amendment of this agreement.
- 4. IMPROVEMENTS TO FACILITY: No improvements or other alterations shall be made to the Facility unless Licensee submits plans and specifications for such improvements or alterations to ULAA and such plans and specifications are approved in writing by ULAA. Upon the approval of such improvement or alterations, all such improvements or alterations made to the Facility shall remain the property of ULAA.
- PERMITTED USES: Licensee shall use the Facility only for the operations described in Exhibit A of this Agreement.
- 6. **DEFAULT AND CANCELLATION:** ULAA or Licensee may terminate this License at any time by delivering written notice to the other party thirty (30) days prior to the date of termination. ULAA may terminate this License upon three days' notice delivered in person or in writing for any violation of the License terms or rules or, in the event of potential irreparable harm to

- ULAA or its property, ULAA may terminate this License immediately upon delivery of termination notice to the Licensee.
- 7. SURRENDER: Upon expiration or cancellation of the initial term or any renewals of this License, Licensee shall immediately surrender possession of the Facility to ULAA together with all keys or other access devices or passes. Any personal property of Licensee on the Facility must be removed upon the conclusion of the use of the Facility under this Agreement and Licensee shall bear the cost of such removal and the repair of any and all damage resulting from such removal. If Licensee fails to remove any property from the Facility at the end of this License, all such personal property may, at the election of ULAA, become the sole property of ULAA, or ULAA may elect to have the property removed from the Facility and the Licensee shall pay ULAA the reasonable costs incurred in such removal.
- 8. WAIVER AND HOLD HARMLESS: Licensee shall indemnify and hold harmless ULAA, its agents, officers, and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from this License, provided that such claim, damage, loss or expense is not caused by any negligent act or omission or willful misconduct of ULAA or its employees or agents acting within the scope of their duties.
- 9. INSURANCE: Prior to occupancy of the Facility, Licensee shall obtain at its own cost and expense and maintain in force during the License a Commercial General Liability Policy with Abuse and Molestation coverage, in the amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate, Workers' Compensation Coverage with Kentucky Statute limits, auto insurance liability if vehicles will be used on campus, fire liability insurance, and liquor liability in the amount \$1,000,000 if alcohol will be sold on ULAA premises or host liquor liability insurance if alcohol will be served on ULAA premises. ULAA must be contacted before any event selling alcohol takes place. ULAA shall be furnished Certificates of Insurance upon the execution of this License. The Certificates shall include provisions stating that the policies may not be canceled or materially amended without ULAA having been provided at least thirty (30) days written notice. Required insurance policies shall contain the following: (i) University of Louisville Athletic Association is added as 'Additional Insured' as respects the premises being licensed by the Named Insured."; and (ii) "It is agreed that any insurance maintained by ULAA of Louisville shall apply in excess of and not contribute with, insurance provided by this policy."
- 10. **YOUTH PROTECTION PROGRAM:** The Licensee agrees, when the Facility are utilized for a program subject to the Youth Protection Program, to comply with ULAA policies including, but not limited to the Reporting Abuse of Minors Policy, the Youth Protection Program Policy, and the Youth Protection Program Handbook, as referenced in Section 1, above.
- 11. **REVIEW RECORDS:** If the Licensee is subject to the Youth Protection Program, at any time, ULAA may request copies of all Licensees Authorized Adult's criminal background checks, training verifications, minor participant release forms, policies and procedures, as required by the Youth Protection Program.

- 12. **RIGHT OF ENTRY:** ULAA retains the full right and authority to enter and inspect the Facility at all reasonably anticipated hours, provided that at no time ULAA conducts such activities so as to unreasonably interfere with Licensee's use and occupancy. ULAA may enter at any time to respond to emergencies and may order evacuation of the Facility and Common Areas.
- 13. ASSIGNMENT: Neither this License nor any of the rights or obligations hereunder shall be assigned by Licensee to any other person or entity, either voluntarily or by operation of law, nor shall the Facility be occupied by others either in whole or in part without the prior written consent of ULAA. Any attempt or attempts to accomplish the foregoing shall confer no rights upon any third party, assignees, or sublicensees. In no event shall this License be assigned or assignable by operation of law, and in no event shall this License be an asset of Licensee in any bankruptcy, insolvency or reorganization proceeding.
- 14. **WAIVER OF TERMS OR CONDITIONS:** The parties to this License agree that ULAA may waive the performance of any term, condition and covenant contained herein, provided that such waiver is in writing by an authorized official and shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision.
- 15. RELATIONSHIP OF PARTIES: ULAA shall not by virtue of this License or occupancy of the Facility by Licensee become or be deemed a partner, joint venturer or controlling party of Licensee in the conduct of Licensee's business.
- 16. **NOTICES:** Any notices required or desired to be given under this License Agreement shall be in writing and shall be deemed given when hand-delivered, or mailed postage prepaid registered or certified mail return receipt requested to the following address:

Licensee:

South Oldham High School 5901 Veterans Memorial Parkway

Crestwood, KY 40014

ULAA:

ULAA c/o Johnny Kimberlin 2216 S. Floyd St. Louisville, KY 40208

17. **LIENS**: Licensee shall keep the Facility free from any liens or claims of lien arising out of work performed, materials furnished or obligations incurred by or for Licensee. In the event that any liens are filed arising out of work performed, materials furnished or obligations incurred by, for or at the insistence of Licensee and Licensee fails to bond, pay or otherwise extinguish such liens within thirty (30) days after University notifies Licensee of the existence thereof, University (a) may, without waiver of any other rights or remedies, bond, pay or otherwise extinguish such liens and any expenses incurred by University in connection with the liens shall be paid by Licensee to University upon demand as additional costs hereunder, (b) may treat such as a breach of this Agreement by Licensee and immediately terminate this Agreement.

- 18. **CONFLICTS OF INTEREST**: Licensee represents and warrants that upon careful inquiry, no fee, commission or other pecuniary or real benefit has been provided or promised to any person or organization, other than the University on account of this License or related benefits. Licensee covenants that it will notify ULAA in writing promptly upon learning of any change in this warranty or proposal for such change, or upon establishment of any pecuniary relationship with any employee or Trustee of the University, including investments or grants of equity.
- 19. **ULAA NAME**: Licensee shall not use the name or logo of ULAA or any of its units for any purpose without prior permission of ULAA.
- 20. **LICENSE FEE**: The Licensee shall pay an Estimated License Fee of \$3,172.50 as listed in the Estimate emailed on 9/29/25. Any additional items or services that are to be provided by the University are shown in Exhibit A.
- 21. **ADDITIONAL FEES**: Any additional items or services that are to be provided by ULAA are shown in Exhibit A.
- 22. **ENTIRE UNDERSTANDING**: This License represents the entire understanding and agreement between the parties relating to the Facility and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this License shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either ULAA or Licensee.

ULAA	LICENSEE
By: Josh Heird	By: Claudette Herald
Signature:	Signature: Claudette 3. Herald
Title: Athletic Director	Title: Super intendent
Date:	Date: 10/14/25

ULAA

Exhibit A

Ralph Wright Natatorium

1. Facility Usage:

Representatives of the licensee, within a reasonable number, are permitted to enter the facility up to 30 minutes prior to the practice start time.

2. Facility Capacity:

The University of Louisville Fire Marshall has set the capacity of the Licensed venue to 872 persons. The Licensed premises have spectator seating for 550 persons. The capacity of the pool deck is limited to 322 persons. Should the licensee expect for the number of persons on the pool deck to be greater than 300 persons, the licensee will work with a representative of the licensed premises to close sections of the stands to ensure that the capacity of the facility is not exceeded. If the licensee expects more than 250 persons on the pool deck, the licensee is required to staff, at their own expense, individuals to issue consecutively numbered tickets to ensure that capacity is not exceeded. No more than 550 spectators may be permitted at any time.

3. Event Specifics: Licensee: 3 lanes 8-9 p.m. Tuesday, Wednesday, Thursday. Lanes will be assigned by UofL Lifeguard staff.

4. Youth Protection Program

As mentioned in paragraphs 10 and 11 of the Agreement, ULAA requires licensee to follow all guidelines of the ULAA's Youth Protection Program (YPP). All participants under the age of 18 in activities on the University of Louisville campus must have a signed Youth Protection Program Release on file for each event. Teams may choose to submit their form in one of two ways, all participants and their parents may sign the Group Release form or forms may be submitted individually. Both the required forms and submittal directions may be found at www.RalphWrightNatatorium.com/ypp.

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School: NDMS	RECEIPT #	
School Address: 1801 SHWY 1793 GOShen Ky 40024	Fiscal Year Ending:	
Date of gift: 9128 25	School Federal ID#	61-6001306
Donor Name: 100 BOOSTER CIMB		
Donor Address: 1861 South Ky 1793 street address Greet address (continued) Greet address (continued)	21p code	
Type of donation: (Circle one) Cash (Check) A	mount: 40150 Other	
Other gift description including purpose and restrictions on Boys bas Kethum Uni		
Was anything of value received in exchange for donation?	Yes No	4
If yes, description and dollar value:		
Donors Federal ID # (if applicable) O O O	Allian Y	Luchu 10/1/2 Date
*Tech Dept/Facilities Date	*Superintendent	Date

^{*}Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

^{*}Per Redbook (page 9, # 16): All Grant monies must be deposited at the board level

^{*}OCBE Policy 3003: Donations greater than \$2,000 must be approved by Superintendent prior to deposit, once approved donations may be deposited into the desired EPES Student Activity Account or F21 Account.

^{*}OCBE Policy 3003: Donations involving Technology or changes to School Facilities (indoor/outdoor) must submit a proposal to those departments in advance of accepting the donation.

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School: OC	CHS	RECEIPT #	
School Ac			
		Fiscal Year Ending:	SY25/26
Date of gi 9/25/2025		School Federal ID #	
	O.G.L.B.		
Donor Na	OCAB		
Donor Ad	-		
street address			
street address (continu	ed)		
city	state	zip code	
53.5		alp to do	
Donor Phone Number:			
T (1 ((C) 1)			
Type of donation: (Circle one)	Cash Check Amou	int: \$3,314.95 Other	
Other gift description including p	ourpose and restrictions		
	To Su	oport Golf Team	
Was anything of value received in	exchange for donation?	Yes No	
If yes, description and dollar valu	ie:		
, ,	N/A		
Donors Federal ID # (if applicabl	a)		
Donots rederal ID # (ii applicant			
Paul Holien	9/25/2025	Maral B	na 9/25/2
Person accepting donation	Date	Principal	Date
*Tech Dent/Facilities	Date	*Superintendent	Date

^{*}Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

^{*}Per Redbook (page 9, #16): All Grant monies must be deposited at the board level

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School:	OCHS		RECEIPT# 4082	.\0
School Addr	ress:		Fiscal Year Ending:	FY2022
Date of gift:	9-15-25		School Federal ID #	61-6001306
Donor Name	Matt Haselt	00	·	
Donor Addre	ess: street address			
	street address (continued)			
		ite	zip code	
Donor Phone Type of dona	Deposite	d 9115 Check) An	nount: \$ 1000 co Other	
Other gift de	scription including purpose and re Cheer 40	strictions on a	ort team	
Was anything	g of value received in exchange for	donation?	Yes No	V
If yes, descrip	otion and dollar value:			
Donors Feder	ral ID # (if applicable)			Olinda.
Keary Person accept		Date	Principal Principal	U GITICS Date
*Tech Dept/F	acilities	Date	*Superintendent	Date

^{*}Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

^{*}Per Redbook (page 9, # 16): All Grant monies must be deposited at the board level

^{*}OCBE Policy 3003: Donations greater than \$2,000 must be approved by Superintendent prior to deposit, once approved donations may be deposited into the desired EPES Student Activity Account or F22 Account.

^{*}OCBE Pollicy 3003: Donations involving Technology or changes to School Facilities (indoor/outdoor) must submit a proposal to those departments in advance of acceipting the donation.

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School: 16F		RECEIPT #:	5296
School Address: 1731 E HUM	27		
CVESTWOOD, Ky 900'1	4	Fiscal Year Ending:	FY23 24
Date of gift:		School Federal ID #:	61-6001306
Donor Name: LGE PTO			
Donor Address: 1231 F HIN	U 22 .		
street address (continued)	ky 100	14	
city st	tate	zip code	
Other gift description including purpose an		ount: [4] () () (Other onation:	•
Library furniture			
Was anything of value received in exchang	e for donation?	Yes No	\
If yes, description and dollar value:		·	
Donors Federal ID # (if applicable) Person accepting donation	11/25 Date	Kustu Mil Principal	100 10 · 1 c
*Tech Dept/Facilities	Date	*Superintendent	Date

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^{*}Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

^{*}Per Redbook (page 9, #16): All Grant monies must be deposited at the board level

^{*}OCBE Policy 3003: Donations greater than \$2,000 must be approved by Superintendent prior to deposit, once approved donations may be deposited into the desired EPES Student Activity Account or F21 Account. *OCBE Policy 3003: Donations involving Technology or changes to School Facilities (indoor/outdoor) must submit a proposal to those departments in advance of accepting the donation.