



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

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

To: Hannah Koch, SOHS Head Coach

Re: Pool Rentals for the 25-26 swim season

Oct. 1, 2025-February 21, 2026

- Monday 6am-7:30am (3 lanes)
- A school representative is on site at all times

Rental Fees (Due on 1st of each month): \$80/month

Total fees for October-February: \$400

In addition to the rental fees, the YMCA requests the South Oldham 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: \$600

Kelsey L McLeese

Kelsey McAleese, Director of Aquatics

10/20/25

Date

Claudette Z. Herald

Claudette Herald, Superintendent

10.10.25

Date

Joe Richie

Joe Richie, Athletic Director

10-10-25

Date

**SYNERGY SPORTS TECHNOLOGY LLC
CUSTOMER QUOTE**

| CONTRACTING PARTIES | |
|---|---|
| CUSTOMER | COMPANY |
| North Oldham High School:Basketball - Men 1815 South Highway 1793 Goshen, KY 40026 United States | Synergy Sports Technology LLC 420 N. 5th St, Ste 400 Minneapolis, MN 55401 United States |

This quote is governed by the Synergy Sports System and Synergy Sports Portal Terms of Use found here <https://developer.sportradar.com/synergy-sports-system-and-synergy-sports-portal-terms-of-use>.

| SUBSCRIPTION PERIOD | Start Date 7/1/2025 | End Date 6/30/2026 |
|---------------------|------------------------|-----------------------|
|---------------------|------------------------|-----------------------|

Included Products and Fees

| Product | Initial Price | Discount | Net Unit Price |
|--|---------------|------------|----------------|
| High School Standard Package - Foudations Services MBB | USD 1,500.00 | USD 200.00 | USD 1,300.00 |
| NBA, WNBA, NBAGL & NBA Summer- HS | USD 550.00 | USD 0.00 | USD 550.00 |

| | |
|--------------------|---------------------|
| Quote Total | USD 1,850.00 |
|--------------------|---------------------|

Commercial Contact:

Please send POs and non-payment correspondence to synergy-invoice@sportradar.com

This is an estimate and should not be used for payment. Taxes will be added to the final invoice if applicable to your institution.

BY SIGNING THIS FORM, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS CAREFULLY, UNDERSTAND EACH OF THEM AND AGREE TO BE BOUND BY ALL OF THEM, WHICH ARE HEREBY PART OF THIS ORDER FORM AND ANY FUTURE AMENDMENTS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY NAMED BELOW TO THESE TERMS AND CONDITIONS. COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITH OR WITHOUT NOTICE, TO CHANGE, MODIFY, ADD OR REMOVE ANY PORTION OF THESE TERMS AND CONDITIONS, IN WHOLE OR IN PART, AT ANY TIME. YOUR CONTINUED USE OF COMPANY'S SERVICES AFTER SUCH CHANGES ARE POSTED WILL CONSTITUTE YOUR AGREEMENT TO SUCH CHANGED TERMS AND CONDITIONS. PLEASE CHECK THE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES.

Signature

Name Claudette Y Herald
Title Superintendent
Date 10.14.2025
Signature Claudette Y. Herald

Dance Party Unlimited Contractual Agreement

This contract is to confirm our understanding of the agreement for services we will provide.

Dance Party Unlimited will provide entertainment for

SOHS Homecoming (date), Oct. 17, 2025

from (time) ? to ?

at (location) Mellwood Art Center.

Our (Dance Party Unlimited) fees for this service will be

\$800 Entertainment, \$850 Photo Booth, \$800 Uplighting & Extras .

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space below.

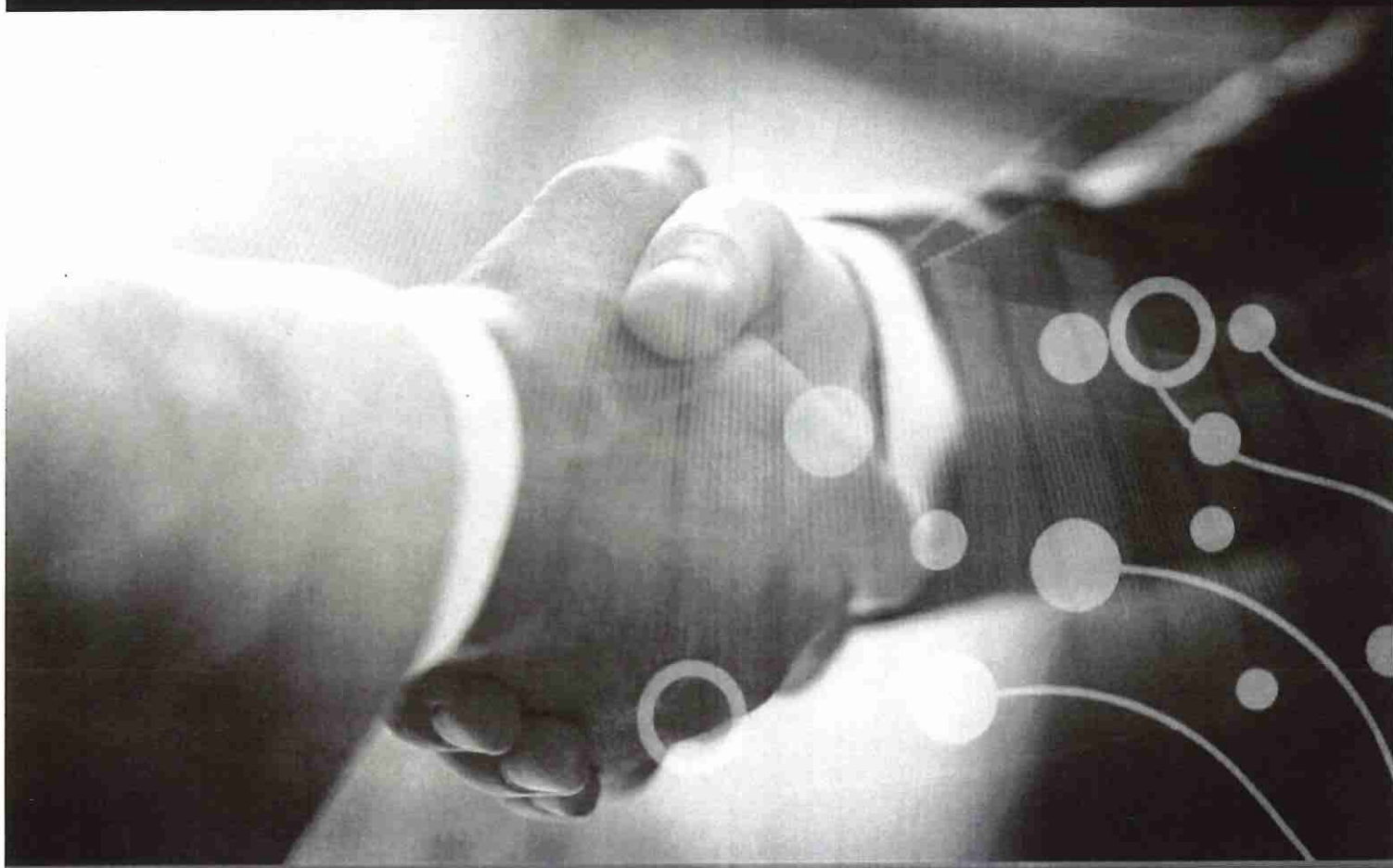
Signature Claudette Z. Herald date 10.15.25

If you have any specific questions, I'll be happy to answer them. You can call me at (502)-817-9094. *In case of cancelation deposit is non-refundable.*

Sincerely yours

Jack Gill
Dance Party Unlimited

Jack Gill
1907 West Moody Ln.
LaGrange, Ky. 40031
DancePartyUnlimited2@gmail.com



Quadient Proposal for NORTH OLDHAM HIGH SCHOOL

Prepared for:

Mindy Daeuble

melinda.daeuble@oldham.kyschools.us

NORTH OLDHAM HIGH SCHOOL

Prepared by:

Alexis Gardner

a.gardner@quadient.com 800-636-7678 Ext. 67724

Quadient, Inc.



478 Wheelers Farms Road
Milford, CT 06461
203.301.3400

Overview

Dear Mindy Daeuble,

You're so close to renewing your **QuadiantIX1** postage meter! All that's left to do is...

1. Review the form below.
2. E-sign it to send it back to me today.

Once received, your account will be all set.

Thanks for taking the time to speak with me. We appreciate your business.

Sincerely,
Alexis Gardner
a.gardner@quadiant.com
800-636-7678 Ext. 67724

***Please Note: Any changes, addition, or modifications to the agreement must be accompanied by the signers initials.

If the address or company name on the form needs to be adjusted, please contact me before you sign and I will send you an updated copy.***

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Quadiant, Inc. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



Postage Meter Rental Renewal Agreement

Product: Quadient IX1

Offer Includes

Products:

Service Products: Depot Maintenance

Easylink: (Quadient Postage Funding and LAN required)

Billing Information

Billing CSN#: 60959724

Company Name: NORTH OLDHAM HIGH SCHOOL

DBA:

Address: 1815 S Highway 1793
GOSHEN, KY 40026

Contact: Mindy Daeuble

Phone: (502) 228-0158 Fax:

Email: melinda.daeuble@oldham.kyschools.us

Office: 9720 - Scot Mailing and Shipping Systems, Inc.
Main Post Office / Mail Drop:

Post Office ZIP Code:

Agreement Information

Date Sent: 8/7/2025

Offer Valid Until: [Valid Until.MM.DD.YYYY]

Contract #: 1140545

Renewing Meter S/N: 33215498

Payment Information and Schedule

Billing Frequency: Quarterly

Monthly Payment: \$14.99 (Plus applicable taxes)

Renewal Term: 24

Installation Address

Company Name: NORTH OLDHAM HIGH SCHOOL

Address: 1815 S Highway 1793
GOSHEN, KY 40026

Contact: Mindy Daeuble

Phone: (502) 228-0158 Fax:

Email: melinda.daeuble@oldham.kyschools.us

Office#: 9720 - Scot Mailing and Shipping Systems, Inc.
Main Post Office / Mail Drop Off:

Post Office ZIP Code:

Postage Meter Funding

Postage Funding Option: Quadient Postage Funding

Use my POC/TMS Account #: ☒

My POC/TMS Account#: 8060537

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initialed here:

Approval & Terms

This Renewal Agreement modifies your existing Postage Meter Rental Agreement ("Rental Agreement"), referenced by the Contract Number above, between Quadient, Inc. and Customer. Except as otherwise provided herein, the terms of the existing Rental Agreement shall continue in full force and effect. In the event of a conflict between the existing Rental Agreement and this Renewal Agreement, the provisions of this Renewal Agreement shall control. This Renewal Agreement becomes effective upon the expiration of the current term of your Rental Agreement. Customer agrees that this Renewal Agreement is NON-CANCELABLE for the Number of Months set forth above ("Renewal Term"). After the expiration of the Renewal Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Period"). Customer may terminate this Renewal Agreement at the end of the Renewal Term or at the end of any Renewal Period by notifying Quadient, Inc. in writing of its desire to terminate no later than thirty (30) days prior to the expiration of the Renewal Term or any future Renewal Period.

Name:
Title:
Date:

Claudette Herald
Superintendent
10.16.2025

Authorized Signature:

Claudette Z. Herald

At-Ease Travel, LLC

Group Travel Made Easy

Kent Sanders

156 Quail Run Ln., Hardinsburg, KY 40143

Phone: 270-547-1497

kentsanders@bellsouth.net

www.ateasetravel.net

GROUP TRAVEL AGREEMENT

Date of Agreement: 5/12/25
 Group: South Oldham HS Choir
 Director/Sponsor: Justin Romney
 Travel Destination: Orlando
 Travel Date(s): March 25 - 30, 2026
 Accepted Proposal #: SOHSC4

Document Purpose

This document is designed to provide to you, the authorized representative of the above listed organization, information regarding the terms and conditions of the agreement you are entering into between your organization and At-Ease Travel for the above listed event. It is essential for you to read this document carefully to have a full understanding of our agreement. Once read, please feel free to contact me if you have any concerns or questions. Once you find this agreement acceptable, please sign and date it, have an administrator do the same, and return it, along with the appropriate deposit, to At-Ease Travel. Your group will be fully registered only after this signed document and deposit are received.

1. Payment Policy:

- a. Deposit:
 - i. Due immediately along with signed agreement (14-day max to return)
 - ii. The deposit will be applied to the overall balance
 - iii. Deposit amount will be determined on an individual group bases
 1. Determined by the Motor Coach, Hotel, and attraction deposits needed to secure their services
 - iv. Invoice for total amount will be presented with this agreement
- b. Installments: (Payments)
 - i. 3 equal installments, each 1/3 of the balance following deposit
 1. Due dates for installments will be determined on an individual bases based on time requirements presented to AET by its vendors.
 2. See "Your Pre-trip calendar of effective dates" found at the end of this document for exact due dates of Installments (payments)
- c. Invoices:
 - i. An invoice will be provided for each deposit and installment
- d. Receipts:
 - i. Receipts will be provided following each payment
- e. Amended Final Invoice:
 - i. Any last minute adjustments prior to or during the trip resulting in an overpayment, or a new balance due, will be reflected in an Amended Final Invoice, which will be provided, if needed, following the trip
 - ii. A refund will be issued if due
 - iii. If a balance is due, your group will be expected to pay the new balance within 30 days of the amended invoice
- f. Payment Type Accepted:
 - i. ALL PAYMENTS MUST BE MADE BY A SCHOOL BOOSTER CLUB CHECK OR BY A CHECK FROM THE SCHOOL OR SCHOOL SYSTEM ITSELF. NO PAYMENTS WILL BE ACCEPTED FROM INDIVIDUALS

2. Late Payment Policy:

- a. A \$200.00 per week late fee may be assessed to any installment that is not received within 2 weeks (14 days) of its due date
- b. A.E.T. reserves the right to cancel all arrangements of any group which is 28 days (4 weeks) past due on their 1st or 2nd Instalments or 2 weeks past due on their 3rd (final) Installment

3. Group Cancellation/Refund Policy:

All cancellation fees are charged to cover work that will be completed prior to any group's cancellation, and in most cases, to cover the work that will be done following the cancellation to assist in the recovering of funds paid out to various vendors by AET on the group's behalf.

Following is a list of group cancellation fees based on the date group cancellation notice is received or the date of cancellation due to non-payment.

- a. Occurring prior to payment of 1st Installment:
\$500.00, plus loss of any non-refundable deposits made by A.E.T. to vendors on behalf of your group
- b. Occurring after payment of 1st Installment but prior to payment of 3rd or final Installment:
10% Cancellation fee (based on total group cost minus transportation cost), plus loss of any non-refundable deposits or payments made by A.E.T. on behalf of your group
- c. Occurring after payment of 3rd or final Installment:
15% Cancellation fee (based on total group cost minus transportation cost), plus loss of any non-refundable deposits or payments made by A.E.T. on behalf of your group

4. Force Majeure Cancellations/Refund Policy: (The Covid Pandemic was such an event).

- a. If cancellation is due to a rare unforeseen event or events which gives cause for the groups travel plans to become impossible and the source of such occurrence is completely beyond the control of the group, its administrators, or its members, then the above cancellation fees may be adjusted as follows:
 - i. The organization will receive a refund equal to the amount paid to At-Ease Travel minus:
 - i. a 5% per person package cancellation fee (Based on individual package cost per person)
 1. This 5% fee represents the work done by At-Ease Travel prior to cancellation as well as future work to be done in the cancellation process on behalf of your group and its individual members.
 - ii. Any nonrefundable deposits or payments made to vendors by At-Ease Travel on behalf of the organization and its members
 - ii. Any refunds will be provided to the school organization to be distributed to its individual members as desired.
 - i. No money will be refunded to individual

5. Complimentary Package Policy for Directors/Sponsors:

- a. One (1) complimentary package credit (based on applicable room type) will be provided for every group with a minimum of 35 participants (students/directors/staff/guest).
 - i. Additional complimentary package credits may be provided by AET based on total paid packages, number of actual program directors, etc., and will be determined on an individual group basis.

6. Participant/Rooming List Policy:

- a. A first draft participant/rooming list must be submitted 2 weeks prior to the 1st Installment due date
 - i. First invoice will be formulated using the numbers submitted on this form
 - ii. Room list form should show total number of rooms and names or type (i.e., male student, female student, etc.) of participants in each room
 1. 4 max per room, unless otherwise instructed by AET
 2. All participants should be identified as student, chaperone, or staff
- b. Alterations can be made to the participant/rooming list up to 2 weeks prior to 3rd (final) Installment due date
- c. Final participant/rooming list showing guaranteed count must be submitted 2 weeks prior to the 3rd (final) Installment due date
 - i. Final invoice will be formulated using the numbers submitted on this form
 - ii. Participant count and breakdown of types of participants cannot change after this date
 1. Individuals can be replaced by other like individuals
 - a. A student can take the place of another student, a parent can replace another parent, however, a parent cannot replace a student, etc.
 - iii. Any non-refundable deposits or payments made by AET prior to this date that would be lost due to a reduction in final numbers will be added to the group cost
 - iv. Final Room list form should show total number of rooms and names of participants in each room
 1. 4 max per room, unless otherwise instructed by AET
 2. All participants should be identified as student, chaperone, or staff

7. Directors/Group Leader Responsibility:

- a. Each Director/Group Leader is responsible for the conduct of his/her students, staff, and guest
- b. The Director/Group Leader and school must assume full responsibility for any damage to the hotel, restaurants, motor coaches, or event properties inflicted by his/her students, staff, or guest
- c. Additional hotel expenses, such as phone calls, charges to rooms, room service, etc., incurred by participants must be paid to the hotel prior to departure

8. Disclaimer/Release (At-Ease Travel's Responsibility):

- a. At-Ease Travel acts solely in its capacity as agent on behalf of its contracted groups. In arranging transportation, lodging, meals, and event activities, neither At-Ease Travel, nor its agents, are responsible or liable for any damage or loss, injury or accident to person or property from any cause whatsoever, except for those caused directly by negligence of At-Ease Travel employees and agents. Furthermore, neither At-Ease Travel, nor its agents, can be responsible for events, inconvenience, or expense beyond its control, such as, without limitation, acts of God, strikes, or government restrictions or for acts or omissions of persons not under its control, such as, without limitation, motor coach companies, restaurants, event sites, and hotels

9. Exception:

Any alteration, deviation, or exception to policies within this agreement are at the sole discretion of AET

Your Pre-trip calendar of effective dates:

Below you will find a list of important dates concerning your agreement with At-Ease Travel. The dates listed are the actual calendar dates related to the policies of this agreement, based on your groups travel dates, and should be strictly adhered to in relation to submitting materials and payments to AET.

Please refer within this document for details connected to these dates and actions.

- **Signed Agreement and Deposit Due**
 - July 1, 2025

- **First Draft Participant/Room List Due**
 - November 5th, 2025

- **1st Installment Due**
 - November 19th, 2025

- **2nd Installment Due**
 - December 17th, 2025

- **Final Participant/Room List Due**
 - December 31st, 2026

- **3rd Installment Due (Final Payment)**
 - January 14th, 2026

Client Acknowledgement and Acceptance

Please understand that any arrangements that have been temporarily secured to date by AET on your group's behalf can only be held for a short period of time prior to becoming subject to availability and/or price increases

DON'T DELAY!

PLEASE RETURN THIS SIGNED AGREEMENT ALONG WITH YOUR DEPOSIT BY THE DUE DATE LISTED IN THIS DOCUMENT TO:

Kent Sanders
At-Ease Travel
156 Quail Run Ln
Hardinsburg, Ky 40143

IF THIS DATE CAN NOT BE MET, PLEASE CONTACT AET TO MAKE OTHER ARRANGEMENTS

To be signed by the organization's director, sponsor, or head teacher, and co-signed by an administrator of the organization's school.

I hereby acknowledge receipt of and agree to comply with all provisions contained within this Group Travel Agreement present by At-Ease Travel:

Organization's Authorized Representative:

| Name | Title | Date |
|-------|-------|-------|
| _____ | _____ | _____ |

School Administrator:

| Name | Title | Date |
|----------------------------|-----------------------|-----------------|
| <u>Claudette Z. Herald</u> | <u>Superintendent</u> | <u>10-16-25</u> |

At-Ease Travel, LLC

Group Travel Made Easy

Kent Sanders

156 Quail Run Ln, Hardinsburg, KY 40143

Phone: 270-547-1497

kentsanders@bellsouth.net

www.ateasetravel.net

Invoice

Director: Justin Romney
Organization: South Oldham HS Choir
Crestwood, KY
Event: Orlando, FL
Proposal: SOHSC4

This invoice is based on the latest participant information provided to At-Ease Travel

GROUP MEMBER FEES:

| | | | | | |
|-------------|----|------|----------|------|--------------|
| 4 to a room | 48 | @ \$ | 1,073.00 | = \$ | 51,504.00 |
| 3 to a room | | @ \$ | 1,180.00 | = \$ | - |
| 2 to a room | | @ \$ | 1,395.00 | = \$ | - |
| | | | | | \$ 51,504.00 |

STAFF/PARENT/GUEST FEES:

| | | | | | |
|-------------|---|------|----------|------|-------------|
| 4 to a room | | @ \$ | 1,016.00 | = \$ | - |
| 3 to a room | | @ \$ | 1,124.00 | = \$ | - |
| 2 to a room | 4 | @ \$ | 1,338.00 | = \$ | 5,352.00 |
| 1 to a room | 1 | @ \$ | 1,983.00 | = \$ | 1,983.00 |
| | | | | | \$ 7,335.00 |

TRANSPORTATION:

1 Coaches \$16,500.00

TOTAL \$ 16,500.00

TOTAL COST OF PACKAGES AND TRANSPORTATION: \$ 75,339.00

CREDITS:

Directors packages 1 @ \$ (1,983.00) = \$ (1,983.00)

TOTAL \$ (1,983.00)

TOTAL COST AFTER CREDITS APPLIED: \$ 73,356.00

**** PLEASE REMIT THE AMOUNT INDICATED IN THE HIGHLIGHTED BOX BELOW ****

| Payments | Due Date | Amount | Paid/Due | Balance |
|-----------------|----------|-------------|----------|--------------|
| Deposit | 7/1/25 | \$3,000.00 | Due | \$ 70,356.00 |
| 1st Installment | 11/19/25 | \$23,452.00 | | \$ 46,904.00 |
| 2nd Installment | 12/17/25 | \$23,452.00 | | \$ 23,452.00 |
| 3rd Installment | 1/14/26 | \$23,452.00 | | \$ - |

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: June 16, 2025

John W. Black Community Center School Rental Agreement / Invoice

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

Stan Clark / SOHS CC
5901 Veterans Memorial Parkway
Crestwood, Ky 40014

Athletic Director:
Contact Name: Stan Clark

Email: sclark@oldhamcountyky.gov
Contact Phone Number: 502-222-9357 Ext 1007

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

Thursday, November 6, 2025 from 5 pm to 9 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.

In consideration for this permission, the Lessee agrees to:

- Pay the rental fee of **\$167.50** by **June 26, 2025**.
- Sign and return the Rental Agreement via mail or email to OCPRD within ten (10) business days from June 16, 2025.
- Provide a copy of Oldham County Schools General Liability Insurance Certificate, naming Oldham County Parks and Recreation as an additional insured party.

Further, the Lessee agrees to abide by the following **terms and conditions**:

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. The Lessee or the Lessee's Caterer must bring all necessary equipment and serving utensils. If the Lessee is using outside vendors, drop-off for the event and pick-up after must be within the above mentioned rental times. Attaching items to walls or doors is prohibited.

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, including kitchen, in a clean and acceptable condition and disposing of all trash in the provided containers. Confetti and similar table decorations which can fall to the floor are prohibited. Food service must be monitored by the Lessee to prevent, inasmuch as possible, spills on carpet and upholstery. The Lessee's close supervision of all guests during the event will minimize concerns. A cleaning fee of at least \$50.00 may be assessed following the event, if deemed necessary by OCPRD. Lessee is responsible for any damages to OPRD property resulting from activity during the aforementioned event.

Late Departure Policy:

Events must end by 10:00 p.m. to allow for one (1) hour of clean-up time. The John W. Black Community Center is closed at 11:00 p.m. There are no exceptions.

Policy infractions will result in DISMISSAL from the facility and premises

and/or DENIAL of future facility use requests.

RENTAL FEE: \$167.50 DUE: 6/26/25

X

Claudette Z. Herald 10/27/25

Lessee Signature indicates agreement with all terms and conditions herein

OFFICE USE ONLY

Payment Received: \$ _____ Date: _____

Staff: _____ Form of Payment: _____



Site Licensing
& Educational
Streaming



Quote

SWANK K12 STREAMING + LICENSING

| | |
|----------------------------|---------------------|
| BUCKNER HIGH SCHOOL | 100 Students |
|----------------------------|---------------------|

Annual Breakdown

| | | |
|---------------------|------------------------------|----------------|
| TOTAL ANNUAL | LICENSING + STREAMING | \$1,000 |
|---------------------|------------------------------|----------------|

- Unlimited access to the High School Collection, which includes the top feature films and documentaries used in support of lessons.
- In addition, your teachers have access to Swank's catalog of 40,000+ films, with the ability to request up to **100** additional films to be added to your collection throughout the year.
- Public Performance Site License
- Movie use in class, for homework assignments, and for non-educational movie events at your schools

SWANK MOTION PICTURES, INC.
K12 STREAMING AGREEMENT
Educational Streaming Platform

This AGREEMENT is made between BUCKNER HIGH SCHOOL ("Licensee" herein) and SWANK MOTION PICTURES, INC. a Missouri corporation ("Swank" herein).

WHEREAS, Swank is an authorized distributor of copyrighted full-length feature motion pictures and television programming distributed by studios partners ("Producers") further outlined in Section 2.B below, for non-theatrical streaming rights to K-12 Institutions and Districts (such motion pictures and television programming are hereafter collectively referred to as "Titles"); and

WHEREAS, Licensee desires to exhibit Titles licensed from Swank, and Swank desires to license Titles to Licensee ("Licensed Materials"), pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1) Subject Matter and Term of Agreement

- A) Swank hereby grants Licensee non-transferrable right to give Authorized Users access to the Licensed Materials via a Secure Network solely for the purpose of research, teaching and private study (hereafter, "Education") based on the terms and conditions set forth herein as well as for public performance further detailed in Section 3: Annual Public Performance License.
- B) The term of this Agreement shall commence upon execution and continue for 12 months, (the "License Period"). No titles may be shown outside of their License Period.

2) Grant of License, Delivery and Use Restrictions, Availability of Titles

- A) During the License Period and any subsequent renewal terms, Licensee shall make the Titles available to, and only to, individuals properly authenticated, authorized students currently registered for a course or courses through Licensee's institution and/or faculty and staff responsible for teaching those courses (hereafter collectively referred to as "Students, Faculty and Staff"). Authentication and authorization for off campus use by Students, Faculty and Staff shall occur through Licensee's network which must be password protected and designed to prevent access to the Titles by individuals who are not Students, Faculty or Staff. Off campus access to Titles by Students, Faculty and Staff shall be limited to Education and in no circumstances may Titles be distributed or viewed for reasons other than research, teaching and private study away from campus.

Licensee agrees that all content will be accessed through Single Sign On if available or through secure username and password access for all Students, Faculty and Staff and Licensee is responsible for ensuring that access to the Titles off campus is limited to Students, Faculty and Staff and strictly aligned with Education.

- B) From time to time Producers may withdraw or suspend the licensing rights for one or more of their Titles. The withdrawal or suspension of Titles as described in this paragraph shall not affect the validity or enforceability of this Agreement. In the event that that licensing rights are suspended or withdrawn, Swank shall provide alternative content as a replacement to be used for the duration of the license. Titles made available for Education may vary from those available for Public Performance Licensing.

3) Annual Public Performance License

This public performance license authorizes unlimited movie showings by anyone in the school buildings, regardless of whether or not they are affiliated with the school. The terms provided in this section are specific to the public performance of Titles within school buildings covered by the license.

- A) License and Copyright Restrictions
 - i) This license is for K-12 schools only. Movie showings must take place inside the school building or outside at the school so long as attendees are limited to school members and their families. Coverage does not include outdoor events that includes

the general community outside of school members and their families, showings off campus or virtual screenings other than those previously defined as Education. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of studios covered by the public performance site license can be found on our website.

ii) the license period. A current list of studios covered by the public performance site license can be found on our website.

B) Advertising Guidelines

i) We encourage you to print publicity materials from swank.com/k-12-schools to advertise the movie in your facility or to pass out directly to students and staff. You are permitted to use the studio approved images provided by Swank. Please note that these images may not be edited or altered and must include the © symbol and the studio name. Advertising movie showings via on-premises signage, the school specific website, email targeted to families of students, school specific social media accounts or direct mail to enrolled student's families is acceptable.

C) Fundraising and Donations

i) When fundraising at movie events, an unlimited amount of funds can be raised for the school. These funds can come from suggested donations, concessions, giveaways, and more. Some popular event ideas are Dinner and a Movie (charging for dinner), Parent's Night Out (charging for childcare), or Book to Movie themed showings (bringing a book to donate to the library).

4) License and Rental Fee and Payment Terms

A) In consideration of the License granted herein, Licensee shall pay to Swank the following License and Fees:

- \$1,000 for
 - Public Performance Site License
 - HIGH SCHOOL Collection for one-year duration through the end of the License Period
 - 100 titles to be added through the end of the License Period

B) Payment of all applicable sales, use or similar taxes is the responsibility of Licensee.

C) Swank will render invoices to Licensee immediately upon execution of this Agreement unless otherwise stated and are payable by Licensee within 30 days of receipt. In the event of a late payment, the statutory interest rate shall apply and be added as a late fee on the next invoice.

5) Breach of Agreement. Because of the specific nature of this Agreement, in addition to all other remedies available to Swank, in the event Licensee breaches any term or condition hereof, Swank may, at its option and in its sole discretion, immediately terminate this Agreement, in which case Licensee will immediately and fully (i) withdraw the Titles from its library; (ii) suspend access to the Titles; and (iii) return to Swank all Titles and/or digital files and digital media related thereto. Notwithstanding the preceding sentence, in the event Licensee is in breach of Section 3A, 3B or 3C, Licensee shall have 30 days to cure such breach before Swank may terminate the Agreement.

In the event Swank breaches any term or condition of this Agreement, Licensee may terminate the Agreement after giving Swank written notice of the breach and passage of a 30-day cure period.

6) Warranties. Swank represents and warrants it has the streaming rights for all Titles licensed to Licensee.

7) Notices. All changes or notices with regard to this Agreement shall be in writing and delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

Attn: Tim Swank
Chairman

If to Licensee :

Attn:
Title:

10795 Watson Road
St. Louis, MO 63127

Address:

- 8) **Applicable Law.** This agreement shall be governed by and constructed in accordance with the laws of the State in which Licensee is located.
- 9) **Entire Understanding, Modifications.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any other understandings, arrangements or agreements between the parties hereto with respect thereto. This Agreement may not be modified or amended, except by a written instrument signed by the parties, and this provision may not be waived except by written instrument signed by the parties.

The parties to this Agreement indicate their acceptance by their signatures below.

SWANK MOTION PICTURES, INC

BUCKNER HIGH SCHOOL

| | |
|-------------|-------------------------------|
| By _____ | By <u>Claudette Z. Herald</u> |
| Name _____ | Name <u>Claudette Herald</u> |
| Title _____ | Title <u>Superintendent</u> |
| Date _____ | Date <u>11/3/25</u> |

If different from above, please provide the name and email address for who you would like set up as the admin contact for the streaming portal.

Name: _____

Email: _____

**AGREEMENT
FOR PROGRAM AFFILIATIONS**

BETWEEN

UOFL HEALTH, INC. ("Affiliating Agency")

AND

[Name of "School District" and Program] ("School District")

Purpose:

The purpose of this Agreement is to establish guidelines and responsibilities of the education component for students enrolled and in good standing in the [Name of Program] program at "School District" (the "Program"). This Agreement will apply to all of Affiliating Agency's affiliates and their related facilities and practices, including, without limitation, (i) University of Louisville Physicians, Inc., (ii) UofL Health-Louisville, Inc. (including Jewish Hospital, Heart Hospital, Mary and Elizabeth Hospital, Peace Hospital, South Hospital, Frazier Rehab Institute, Rudd Hearth and Lung Center, Abraham Flexner Outpatient Center, Medical Center East, Medical Center Southend, Medical Center Northeast, and Medical Center Southwest), (iii) UofL Health-Shelbyville, Inc., and (iv) University Medical Center, Inc. (including University Hospital and the Brown Cancer Center).

This Agreement is effective as of [Date], 20[Year] (the "Effective Date").

General Responsibilities

1. Neither University nor Affiliating Agency shall discriminate on the basis of race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments, planned by an instructor in consultation with the appropriate supervisory personnel, will be designed to meet the educational needs of the students and shall be in accordance with available opportunities and experiences.
3. Schedules shall be in accordance with University's curriculum and Affiliating Agency's standard operating procedures.
4. University shall require all of its students, faculty, employees and agents participating in the Program at Affiliating Agency's practices and facilities, or those of an affiliate of Affiliating Agency (each a "Participant," and collectively, "Participants"), to do so in accordance with this Agreement.
5. It is understood and agreed by all parties that Participants shall not be considered employees of Affiliating Agency. Participants shall not represent nor hold themselves

out as being employed by Affiliating Agency. Participants shall have no claim under this Agreement or otherwise against Affiliating Agency for compensation (hourly or salary), workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.

6. The education contemplated by this Agreement shall be for the benefit of University's students, and for purposes of furthering their education and training.
7. Students are not entitled to employment or any position whatsoever, or preference for employment or any position whatsoever, with Affiliating Agency upon completion of the education contemplated by this Agreement.
8. Participants will adhere to all confidentiality requirements of Affiliating Agency. University shall require Participants to hold all business, financial, legal, medical, and personal information disclosed by Affiliating Agency, either intentionally or unintentionally, in connection with this Agreement in strict confidence and to not disclose such information without prior written consent of Affiliating Agency. University shall further require Participants to complete the same training offered by Affiliating Agency to its employees regarding the privacy and security of health information, and to abide by all of Affiliating Agency's policies and procedures relating to the privacy and security of health information. Participants shall further agree to sign a separate Patient Confidentiality Statement with Affiliating Agency, attached hereto as Exhibit A and incorporated by reference.
9. Participants shall also sign the Statement of Understanding attached hereto as Exhibit B and incorporated by reference.
10. Participants shall at all times remain under the direct physical supervision of the appropriate faculty or other appropriate party designated by Affiliating Agency to provide such supervision.
11. Each Participant's involvement in any clinical or patient-care experience contemplated herein shall at all times remain subject to each patient's continuing consent to such Participant's involvement in their care.

University Responsibilities

University and/or its faculty, as applicable, will:

1. Become familiar with Affiliating Agency and its policies and procedures prior to commencement of Participant experiences.
2. Be responsible for planning Participant experiences in consultation with appropriate Affiliating Agency representatives.
3. Be responsible for supervision of Participant experiences and oversee and evaluate the activities of the Participant while assigned to Affiliating Agency.

4. Coordinate Participant experiences to facilitate optimum patient care if such experiences have a clinical component.
5. Assist with the orientation of Affiliating Agency personnel to the aims, objectives, and educational methods of the relevant programs.
6. If participating in clinical experience, be covered, and require Participants to be covered, by professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate while assigned to Affiliating Agency. Proof of such insurance shall be provided to Affiliating Agency, by University, prior to any Participant's commencement of the experiences contemplated hereunder.
7. Require Participants to complete an orientation to, and require compliance with, standards of conduct, rules, regulations, policies, and procedures established by Affiliating Agency. In addition, University shall require Participants to complete the general orientation and training (including training on bloodborne pathogens, fire safety, confidentiality, abuse/neglect and operating room orientation (if applicable)) provided by Affiliating Agency and Participants shall satisfy all requirements and testing, if any, reasonably requested by Affiliating Agency.
8. Require Participants to wear attire appropriate for their particular experience, including personal protection equipment and identification, and conform to the standards and practices established by Affiliating Agency for health and other professionals.
9. Remove, without notice, any Participant from Affiliating Agency's practices and facilities for violation of the terms of this Agreement, Affiliating Agency or University policies, procedures or standards, or if a Participant causes disciplinary problems, is uncooperative with instructors, Affiliating Agency staff or employees, or in any way jeopardizes or disrupts patient care, confidentiality, or Affiliating Agency operations.
10. Provide training to Participants, prior to assignment to Affiliating Agency's practices and facilities, in the U.S. Occupational Safety and Health Administration guidelines on blood borne pathogens and the use of standard precautions, as well as the privacy rules set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
11. Instruct all Participants with regard to the confidentiality of patient and Affiliating Agency records, and with regard to the responsibility and authority of the medical, nursing, and administrative staff of Affiliating Agency over patient care and Affiliating Agency administration.
12. Provide to Affiliating Agency, prior to making an assignment of any Participant to Affiliating Agency, a certification that the Participant is not presently excluded from any federal or state health care program or debarred, suspended, proposed for exclusion or debarment, or declared ineligible for an award by any governmental agency (federal, state, and/or local), including Medicare and/or Medicaid and other federal health care programs.

13. Require Participants to immediately notify Affiliating Agency of any illness, emergency or other cause giving rise to an unexpected absence from the training, clinical, educational or observational experience, as applicable.
14. Require Participants to use and enjoy Affiliating Agency's property and premises in an efficient, non-wasteful and professional manner.
15. Require Participants participating in clinical experiences to provide to University, and University shall keep on file for each Participant, a personal medical history and proof of current immunity for the following (unless Participant can provide, as applicable, proof of contraindication or is subject to a legally recognized exemption, in which case Participant will follow Affiliating Agency's policies for unvaccinated clinical care providers):
 - (a) Measles/mumps/rubella ("MMR") (proof of immunity to measles (rubeola) and rubella may be shown by (i) immunization records, (ii) administration of a MMR vaccine booster, or (iii) proof of immunity by laboratory test (titer) to each; if the laboratory test shows that the Participant is not immune to either measles (rubeola) or rubella, the Participant shall have an MMR vaccine booster);
 - (b) Tetanus, diphtheria and pertussis (Tdap);
 - (c) Varicella (proof of immunity may be demonstrated by providing documentation of 2 Varivax injections or laboratory test (titer));
 - (d) Polio series;
 - (e) COVID;
 - (f) Hepatitis B;
 - (g) Influenza; and
 - (h) Negative tuberculin skin test performed within fourteen (14) days immediately prior to clinical experiences (positive reactor Participants will be required to follow Affiliating Agency's employee health policy).

University shall provide evidence of satisfaction of these requirements to Affiliating Agency immediately upon request.

16. Provide the names of all prospective Participants to Affiliating Agency prior to the Participants' commencement of the Program. University shall inquire of each such Participant regarding whether or not the Participant was previously employed by Affiliating Agency, or any of its affiliates, and report the "yes" or "no" answers to such inquiries along with the Participants' names.

17. Require criminal background checks on all Participants and verify Participants are within the guidelines of Kentucky and federal laws prior to commencement of the Program and at such reasonable intervals during each Participant's participation in the Program as may be requested by Affiliating Agency. University shall provide the results of such criminal background checks to Affiliating Agency. If Affiliating Agency chooses to do so, it may perform the foregoing background checks on its own, in which case University shall obtain each Participant's consent with respect thereto.

Affiliating Agency Responsibilities

Affiliating Agency will:

1. Serve as a practice and/or facility to which Participants may be assigned for educational experiences. However, under no circumstances shall Affiliating Agency be obligated to accept a specific number of Participants. The assignment and exact number of Participants permitted to engage in clinical rotations, program assignment or learning experiences provided by Affiliating Agency shall at all times be subject to the prior written approval of Affiliating Agency and Participants may enter Affiliating Agency's practices and facilities only after being granted such permission. Affiliating Agency shall not be required to accept or grant such permission to any Participant previously employed by Affiliating Agency, or any of its affiliates, in any capacity, if such Participant's previous employment was terminated by Affiliating Agency, or any of its affiliates.
2. Provide staff time for planning with faculty for suitable Participant experiences.
3. Provide faculty orientation to Affiliating Agency's setting and its policies.
4. Retain full responsibility for the care of its patients.
5. Have the right to refuse or to summarily terminate the participation of any Participant if the Participant violates the terms of this Agreement, Affiliating Agency or University policies, procedures, or standards, or causes disciplinary problems, is uncooperative with instructors, Affiliating Agency staff or employees, or in any way jeopardizes or disrupts patient care, confidentiality, or Affiliating Agency's operations.

Duration and Review

This Agreement shall be effective from the Effective Date until one (1) year thereafter. After the initial term, this Agreement shall automatically renew for additional one (1) year terms unless a party gives written notice of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then current term. Either party may terminate this Agreement, with or without cause, upon at least sixty (60) days prior written notice to the other party. Participants participating in an experience with Affiliating Agency at the time of notice of termination shall be given the opportunity to complete the current term of such experience, such completion period not to exceed six (6) months.

University Responsibility for Agents

University shall be solely responsible for any negligent act or omission committed by any Participant while the Participant is participating in the Program at Affiliating Agency.

University shall further indemnify Affiliating Agency, its affiliates and their respective directors, officers, employees, and agents against and hold each of them harmless from, any and all liabilities, damages, claims, costs or expenses, including, without limitation, reasonable attorney's fees and costs, incurred by any of them and arising out of, resulting from or in any way relating to the acts or omissions of University or any Participant.

Entire Agreement

This Agreement, including all Exhibits hereto, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter herein. No change, addition or amendment of the Agreement shall be effective unless reduced to writing and signed by both parties. This Agreement may be executed simultaneously in two or more counterparts (including by facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:

“Affiliating Agency”

“School District”

UofL Health, Inc.

Oldham County Schools

By: _____
CEO

By: _____

Name: _____

Title: _____

Exhibit A

PATIENT CONFIDENTIALITY STATEMENT

Federal and state laws and regulations require UofL Health, Inc., on behalf of itself and its affiliates and their related practices and facilities, including, without limitation (i) University of Louisville Physicians, Inc., (ii) UofL Health-Louisville, Inc. (including Jewish Hospital, Mary and Elizabeth Hospital, Peace Hospital, Frazier Rehab Institute, Rudd Hearth and Lung Center, Abraham Flexner Outpatient Center, Medical Center East, Medical Center South, Medical Center Northeast, Medical Center), (iii) UofL Health-Shelbyville, Inc., and (iv) University Medical Center, Inc. (including University Hospital and the Brown Cancer Center) (collectively, "UofLH") to protect patient information, to train its workforce (including students and volunteers) about patient confidentiality, and to require its vendors and contracted laborers to agree to certain restrictions on the use and disclosure of patient information. While these laws and regulations cover all patients (even those who have died), there are specific restrictions on information related to AIDS/HIV status, mental health, chemical dependency, and alcoholism.

Using patient information improperly or disclosing patient information (releasing it to persons or entities outside of UofLH) improperly might result in criminal charges for, among other things, identity theft or fraud, as well as for violations of the Health Insurance Portability and Accountability Act ("HIPAA") or the Federal Law on Confidentiality of Substance Abuse Patient Records and the regulations relating to these statutes. Such improper use and/or disclosure may take any communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media. Persons convicted of a criminal charge relating to misuse or improper disclosure of patient information face monetary penalties or imprisonment and may be required to compensate the victim.

Using patient information improperly or disclosing patient information improperly may also result in a lawsuit alleging, among other things, invasion of privacy, defamation (harming the reputation), libel, or slander. Such improper use and/or disclosure may take any communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media.

In addition to the legal concerns surrounding the misuse or inappropriate disclosure of patient information, the core commitments of UofLH require that all patients be treated with respect, and have their privacy protected in accordance with applicable laws and with UofLH policies. All employees, students, vendors, volunteers, and contracted laborers are therefore held accountable for the observation of applicable laws and UofLH policies concerning patient information (including account information). Each employee, student, vendor, volunteer, and

contracted laborer is expected to maintain the confidentiality of patient information even after his/her relationship with UofLH ends.

Breach of confidentiality is defined as unauthorized use, discussion, or release of confidential information regarding patients, their identity, and/or their medical or financial records (hard copy and computer). This includes unauthorized retrieval of records on computers or other devices, checking labs or other data without a need to do so, and conversations or discussions that may be overheard by unauthorized persons. Such improper use and/or disclosure may also take any other communicative or transmissive form, including but not limited to oral/verbal/ spoken, written, signaled, photographic, or electronic communication/ transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media.

Breach of confidentiality is considered a major offense at UofLH. A breach of confidentiality justifies immediate termination of employee, student, vendor, volunteer, or contracted laborer status without regard to such person's length of service or prior record or conduct.

By signing below, I certify that I understand the importance of maintaining patient confidentiality and that I agree to abide by the privacy and security policies and procedures adopted by UofLH. I further certify that I have received training on HIPAA's privacy and security rules. I understand that my status as a student participant in experiences at UofLH may be terminated immediately for breach of patient confidentiality.

By signing this Statement, the undersigned agrees to be bound by the terms hereof and acknowledges his/her understanding that any breach of this Statement shall subject the undersigned to legal action by UofLH, including a claim for recovery of all losses, damages, claims, and expenses (including reasonable attorneys' fees) relating to breach of this Statement.

To be signed by both student **and** legal guardian if student is a minor.

| | |
|-----------------------|--|
| Student Printed Name: | |
| Student Signature: | |
| Date: | |

As the legal guardian of the student named above, I agree to the above conditions.

| | |
|------------------------|--|
| Guardian Printed Name: | |
| Guardian Signature: | |
| Date: | |

Exhibit B

STATEMENT OF UNDERSTANDING

| | |
|---------------|-------------------|
| Student Name: | |
| University: | [University Name] |
| Program: | [Program Name] |

As a student of this Program, I agree to the rules, regulations, policies and procedures as stated below.

1. The Program provides a period of assigned, guided experiences at UofL Health, Inc., its affiliates and their related practices and facilities, including, without limitation, (i) University of Louisville Physicians, Inc., (ii) UofL Health-Louisville, Inc. (including Jewish Hospital, Mary and Elizabeth Hospital, Peace Hospital, Frazier Rehab Institute, Rudd Hearsh and Lung Center, Abraham Flexner Outpatient Center, Medical Center East, Medical Center South, Medical Center Northeast, Medical Center), (iii) UofL Health-Shelbyville, Inc., and (iv) University Medical Center, Inc. (including University Hospital and the Brown Cancer Center) (collectively, "Affiliating Agency").
2. I will become familiar with Affiliating Agency and its policies and procedures prior to commencement of my experiences in the Affiliating Agency's practices and facilities.
3. I will complete an orientation to, and comply with, standards of conduct, rules, regulations, policies, and procedures established by Affiliating Agency. In addition, I will complete the general orientation and training (including training on bloodborne pathogens, fire safety, confidentiality, abuse/neglect and operating room orientation (if applicable)) provided by Affiliating Agency, and I will satisfy all requirements and testing, if any, reasonably requested by Affiliating Agency.
4. I am participating in these experiences for their educational purposes and value and thus no payment (wages) will be earned or expected. I shall not be considered an employee of Affiliating Agency. I shall not represent nor hold myself out as being employed by Affiliating Agency. I shall have no claim under this Agreement or otherwise against Affiliating Agency for compensation (hourly or salary), workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.
5. I understand the educational experiences and knowledge gained during the Program do not entitle me to employment or any position whatsoever, or preference for employment or any position whatsoever, with Affiliating Agency.
6. It is understood I will be a student within Affiliating Agency's practices and facilities and will conduct myself accordingly. I will wear attire appropriate for my particular experience, including personal protection equipment and identification, and conform

to the standards and practices established by Affiliating Agency for health and other professionals.

7. I will immediately notify Affiliating Agency of any illness, emergency or other cause giving rise to an unexpected absence from the training, clinical, educational, or observational experience, as applicable.
8. I will use and enjoy Affiliating Agency's property and premises in an efficient, non-wasteful and professional manner.
9. If I am participating in a clinical experience, I will ensure that University has on file my personal medical history and proof of current immunity as required by Affiliating Agency at least fourteen (14) days prior to the commencement of my clinical experience at Affiliating Agency. All such immunization and related health screenings shall be at my own expense (if applicable). I will provide evidence of satisfaction of these requirements to Affiliating Agency upon request.
10. I will agree, at my own expense (if applicable), to obtain all additional health screenings, immunizations, criminal and/or professional background checks, and drug screenings as required by Affiliating Agency.
11. I agree to adhere to University's policies, rules, and regulations related to University's program(s).
12. I understand that information regarding a patient or former patient is confidential and may be used only for clinical purposes within an educational setting according to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
13. I understand that I am liable for my own medical and hospitalization expenses.
14. I understand that I will be accountable for my own actions; therefore, if I am participating in a clinical experience, I will carry professional liability insurance (with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate) during my clinical experience at Affiliating Agency or any of its affiliates.
15. I will complete the same training offered by Affiliating Agency to its employees regarding the privacy and security of health information and will abide by all of Affiliating Agency's policies and procedures relating to the privacy and security of health information. In that regard, all business, financial, legal, medical, and personal information disclosed by Affiliating Agency, either intentionally or unintentionally, to me in connection with this Agreement shall be held in strict confidence and shall not be disclosed by me without the prior written consent of Affiliating Agency. I shall comply with all patient confidentiality laws, including those imposed by HIPAA. I agree to take extraordinary precautions to prevent the misuse or disclosure of such confidential information. During the term and after termination of this Agreement, I shall not use any information gained as a result of this Agreement to the competitive disadvantage of, or in any other way detrimental to Affiliating Agency, its affiliates or its patients.

16. I certify that I have never been terminated from employment with Affiliating Agency, or any affiliate thereof, at any time prior to the date below.
17. I understand any action on my part inconsistent with the above understandings may result in suspension or termination of training. I understand that Affiliating Agency has the right to refuse or summarily terminate my participation in the Program.

I have read and understand each term above and agree to abide by this statement of understanding.

To be signed by both student **and** legal guardian if student is a minor.

| | |
|-----------------------|--|
| Student Printed Name: | |
| Student Signature: | |
| Date: | |

As the legal guardian of the student named above, I agree to the above conditions.

| | |
|------------------------|--|
| Guardian Printed Name: | |
| Guardian Signature: | |
| Date: | |

3rd Turn Brewing

2025 Golf Banquet

Christopher Cunningham

christopher.cunningham@oldham.kyschools.us

Reference: 20251105-115146394

Quote created: November 5, 2025

Quote expires: December 5, 2025

Quote created by: Haley Pfeiffer

haley@3rdturnbrewing.com

Comments from Haley Pfeiffer

Agreement Statement: Signatures acknowledge the acceptance of the terms and conditions

Event: Banquet

Event Date: Sunday November 16th

Time: 4pm-6pm

Oldham Gardens

Facility Rental Fee: \$250.00 + 6% Kentucky Sales Tax

Thank you for choosing Oldham Gardens, one of Crestwood's premier locations for weddings, corporate events, non-profit events, receptions, banquets, anniversaries, reunions, family functions, and just about any large social gathering. We take our responsibility to the neighborhood, environment, and community at large seriously, so thank you for investing in small businesses and our community. This contract outlines your responsibilities to ensure your event is a success.

Event Booking and Deposits

Once an event is penned on our calendar and you have placed the required booking deposit, a receipt will be sent as confirmation. The individual who is the contract holder will become the primary contact for the event, and all changes/cancellations/updates will come from this person. Exceptions to this include acts of God or acts of Governments that would preclude us from servicing your event.

A deposit in the amount of the Full Facility Rental Fee (including the required 6% Kentucky Sales Tax) is due to secure availability. Your event is considered tentative until the required deposit is received and may be subject to loss of availability. If an event is canceled by no fault of Oldham Gardens, then the Facility Rental Fee is non-refundable. If we can rebook the space with another comparable event of equal or greater value, then we will refund 50% of the Facility Rental Fee.

In addition to the Facility Rental Fee deposit, final headcount, final men, and the Catering Deposit in the amount of 100% of the food and beverage estimate is required **60 days before the event**. If an event is canceled by no fault of Oldham Gardens, then a 50% deposit for the food and beverage is refundable.

Deposit Schedule

| Date of Deposit | Amount | If Paying By Check |
|-------------------------------------|---|-----------------------------|
| At Contract Signing | 100% of Venue Rental (Including 6% Sales Tax) | Address to 3rd Turn Brewing |
| 60 Days Before the Event Start Date | 100% of Staffing Costs | Address to 3rd Turn Brewing |
| At Event End | 100% of Alcohol Charges | Address to 3rd Turn Brewing |

Event Time

For all events occurring at Oldham Gardens, the standard rental period is 4 hours. It is up to the client how they would like to manage the timing breakdown for set-up, teardown, and actual event time.

Additional event hours may be added to a standard rental at any time before the event at a rate of \$250.00 per hour. Additional hours added are subject to approval by the event sales manager. All events must end by 11:00 pm, with event clean-up finished by midnight.

Beverage/Food/Miscellaneous Service Charges

You will be responsible for staff fees associated with services, whether the bar is a host bar or a cash bar.

Staff fees are \$25/hour per staff member. The number of staff is determined by the number of guests and complexity of services requested by Oldham Gardens. Staff fees do not include gratuity. Gratuities are encouraged for outstanding service. When choosing to add gratuity to your bill, it is paid out immediately to the staff and is non-refundable.

Food and Beverage

No outside food and beverages are permitted at Oldham Gardens. All alcoholic beverages must be purchased through 3rd Turn Brewing. Alcohol brought onsite by any party other than 3rd Turn Brewing violates this contract and will be dealt with accordingly. 3rd Turn Brewing will not be held liable for any actions of guests and invitees on or off-premise if any alcoholic beverages are served at your function by anyone other than employees of 3rd Turn Brewing. **Any consumption of alcohol brought on-site illegally will result in the termination of the event and immediate expulsion from the property.** 3rd Turn Brewing reserves the right to deny beverage service to anyone. All opened or unopened alcohol will remain the property of 3rd Turn Brewing and may not be taken off-site. **Any underage consumption of alcohol will result in the termination of the event and immediate expulsion from the property.**

The on-site caterer at Oldham Gardens is Dining with Gabor. In addition to Dining with Gabor, catering is also available from any of our three on-site restaurants: Four Pegs, Slice-N-Dice, and The Wager. Off-site catering is only permitted with the approval of a catering buyout fee. Please note that Oldham Gardens is not responsible for the delivery, handling, storage, loss, or damage of any items provided by outside vendors.

Payment and Billing

All additional charges incurred after facility rental and food and beverage deposits must be paid in full no later than 5 days post-event date. Items that cannot be calculated before the end of the function, such as additional bar consumption, will be paid for at the end of the event by cash, certified check, or money order made out to 3rd Turn Brewing. **Credit card payments are not accepted for the venue rental deposit.**

Credit card payments for food and beverages will incur an additional fee.

Rentals

Any rental equipment must be paid in full 30 days before the event. The host is responsible for all damages caused by guests to any equipment and/or property owned by Oldham Gardens equal to the cost of the repair or replacement. All off-site rentals brought onto the property must be coordinated by Oldham Gardens.

Off-Site Vendors

All Off-Site Vendors must be approved and coordinated by Oldham Gardens. No rentals can be dropped off before the day of the event. All rentals must be picked up and removed from the property by midnight of the event unless previous arrangements have been made with Oldham Gardens.

All off-site rentals must be broken down and stacked appropriately at the North end loading dock area of the event space ready for pick up. Any off-site rentals or cleanup left in the event space will incur a charge on the post-event invoice. That charge will be dependent on the crew required to clean and reset the rented event space.

All outside vendors and/or entertainment must provide proof of insurance, and be submitted to Oldham Gardens for approval. Checks may not be left at Oldham Gardens to pay outside vendors associated with the function. The client accepts responsibility for the activities and actions of any outside vendors. Deliveries can only be made to the facility before the scheduled event time with the permission and coordination of Oldham Gardens. Users are financially liable for damage to the facilities. We reserve the right to reject any vendor with whom we have previously had a negative experience.

Breakdown and Cleanup

All décor and property brought onto the premises must be removed at the end of the event. All trash must be removed from the event space and disposed of in the dumpster provided. You may hire a post-event cleanup crew at the cost of \$25 per person per hour.

Parking

Parking is limited to the Oldham Gardens parking lot only. Parking is not allowed off the gravel areas. Off-site parking includes the sides of Old Lagrange Road and the Crestwood Park and Ride (2.2 miles away). We can refer to shuttle services. If additional "near" parking is needed, it will be necessary to discuss outside of this contract and will ultimately be the responsibility of the contract signer.

COVID-19 Response

All cleanliness and sanitation measures will be maintained throughout the event. All staff will meet or exceed current requirements. All guests are to respect and maintain social distancing and mask guidelines that are required by the venue.

ADA Accessibility

We have complied with all accessibility requirements necessary for a commercial property. However, there are always potential barriers we may not be aware of due to the natural setting we have been given. We will work with the primary contact before the event to discuss any workarounds that may be helpful, but we will not commit to structural changes. Please alert us to your needs before booking.

Restroom Accessibility

Depending on your rental area, restrooms are located inside or outside the rental areas. There are always two men's and two women's restrooms located inside the taproom facility. Depending on the expected number of guests, it may be necessary to rent additional portable restrooms. The type of restroom facilities will be discussed if we believe this is necessary.

Supervision of Underage Children

Children are allowed on the property, but they **must be under parent or guardian supervision at all times. Children may not be left unattended at any time on the property.** Oldham Gardens reserves the right to take necessary action if a child or children are endangering themselves or their property.

Rented Space & Areas Surrounding

If your event occurs during our normal operating hours, Oldham Gardens reserves the right to rent out other spaces on the property. A reasonable effort will be made to keep other guests from entering the event space. Employees and Staff will have total access to the event.

Audio/Visual

All entertainment must be pre-approved. Events requiring audio/visual set-up or a DJ may choose to utilize an outside company or their equipment. All outside companies must be licensed and show proof of insurance. **All power requirements for equipment should be submitted 30 days before the event** and may be subject to an additional fee. Oldham Gardens has the final say over the volume of any music.

Prohibited Items

Smoking (except in designated outdoor areas), portable heaters not provided by Oldham Gardens, any live candles not enclosed in glass, fire pits, animals unless approved by staff, bird seed, paper lanterns, fireworks, sparklers, rice, confetti, noisemakers, unnatural flower petals on the ground and glitter are all prohibited at Oldham Gardens. No items may be taped, stapled, tacked, or nailed to any part of the structure, doors, windows, walls, or floors. Fog machines, pyrotechnics, displays or props involving water, and other special effect equipment with the potential for fire or water damage are prohibited in all event spaces.

Force Majeure

Oldham Gardens will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

If the event cannot take place due to forced shutdown of businesses and venues, mass quarantine, or evacuations, we will reschedule the event to a date that holds the same value within one calendar year of the intended event date at no cost to the contract holder.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's

financial inability to perform its obligations hereunder.

Products & Services

| Item & Description | Quantity | Unit Price | Total |
|----------------------------------|----------|------------|-------------------------------------|
| Oldham Gardens Half Space Rental | 1 | \$500.00 | \$250.00 after 50% discount |
| One-time subtotal | | | \$250.00 after \$250.00 discount |
| Total | | | \$250.00 |

Purchase terms

Signature

Claudette Z. Herald

Signature

11-10-25

Date

Claudette Herald

Printed name

Questions? Contact me



Haley Pfeiffer

haley@3rdturnbrewing.com

3rd Turn Brewing
10408 Watterson Trail
Louisville, KY 40299
United States

Clinical Learning Agreement

This Clinical Learning Agreement (“Agreement”), dated December 15, 2022, is made by and between Jefferson Community and Technical College (“JCTC”), an educational institution of the Kentucky Community and Technical College System (“KCTCS”), itself an agency of the State of Kentucky, and Oldham County Board of Education, a Kentucky public school district operating under the name of Oldham County Public Schools (“Affiliate”). This Agreement supersedes and replaces any previous agreements between the two parties for the purposes stated below.

Recitals

- A. JCTC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) and offers Health and Nursing academic programs (“Program”).
- B. Affiliate has certain business operations, locations, and facilities (collectively, “Location”) that can provide a setting for clinical learning experiences.
- C. JCTC requires that students enrolled in the Program complete a discipline specific clinical learning experience (“Practicum”) under the supervision of a qualified professional, and Affiliate desires to cooperate with JCTC by making its Location available to students in the Practicum (“Students”) upon the conditions set forth in this Agreement.
- D. Students may have a physical or virtual presence at the Location during their Practicum.

Terms and Conditions

- 1. **Term, Termination, and Amendment:** The initial term of this Agreement shall commence on January 1, 2023, and shall conclude on December 31, 2023, unless terminated by either party as provided herein. This Agreement may be extended for four additional one-year periods. Any extension shall be by mutual written Amendment.

Either party may terminate this Agreement with or without cause at any time with at least thirty days’ written notice to the other party, provided that Students shall be given an opportunity to complete their Practicum, if reasonably possible.

This Agreement may only be modified by mutual written agreement.

- 2. **Affiliate’s Responsibilities:** Affiliate shall assume the following responsibilities:
 - A. Accept Students for Practicum in the clinical areas for which placement has been mutually reviewed, planned, and arranged between the Students, JCTC, and Affiliate.
 - B. Coordinate with JCTC in developing and reaching mutually agreed objectives, opportunities, responsibilities, schedules, and requirements (“Commitments”) for and of Students.
 - C. Provide sufficient staff to direct and supervise Students towards Commitments while Students are engaged in/at Affiliate’s operations and locations.
 - D. Provide a liaison officer for communication between Affiliate and JCTC.
 - E. Ensure JCTC Program faculty and Students receive training on Affiliate’s applicable policies, procedures, rules, regulations, codes of conduct, and ethical standards, including those related to Occupational Safety and Health Administration standards.

F. Retain final authority over all activities that influence Affiliate's operation and care of Affiliate's patients or clients. Affiliate shall permit Students to work, perform assignments, and participate in the delivery of clinical and non-clinical services, patient or client evaluations, patient or client assessment rounds, staff meetings, and in-service programs at the discretion of Affiliate's designated staff. Students participating in the Practicum are trainees and shall not replace or substitute for Affiliate staff.

G. Provide personal protective equipment (e.g., gloves, masks, etc.) to Students to enable them to practice both standard and required health and safety processes and procedures.

H. Immediately report to JCTC any concerns or instances when Students' conduct or performance is not in accordance with Affiliate's applicable policies, procedures, rules, regulations, codes of conduct, and ethical standards, and coordinate with JCTC the removal of Students from Affiliate's operations, locations, and facilities, if necessary.

3. **JCTC's Responsibilities:** JCTC shall assume the following responsibilities:

A. Place Students for Practicum in the areas for which placement has been mutually reviewed, planned, and arranged between the Students, JCTC, and Affiliate.

B. Coordinate with Affiliate in developing and reaching mutually agreed Commitments for and of Students.

C. Provide a liaison officer for communication between JCTC and Affiliate.

D. Become familiar with Affiliate's facility(ies) and policies prior to Practicum, and direct Students to orient themselves to Affiliate's applicable policies, procedures, rules, regulations, codes of conduct, and ethical standards.

E. Ensure a designated faculty member provides a curriculum and monitors and evaluates Students' academic learning goals, milestones, performances, and achievements. Final evaluation of Student performance is the responsibility of the instructor of record.

F. Supervise and/or coordinate Practicum towards optimum client/patient care.

G. Notify Students of any requirement to meet and submit documentation of all health screenings, drug tests, background checks, or other screenings or evaluations required by the Affiliate prior to Practicum, which may include: certification of immunizations and vaccinations; consent to any physical examinations; background checks; and verification of no documentation of abuse on the Kentucky Board of Nursing Aide Registry and the Kentucky Department for Community Based Services web-based registry known as the Kentucky Adult Caregiver Misconduct Registry (when applicable).

H. Prior to Practicum, provide training to Students in U.S. Occupational Safety and Health Administration (OSHA) guidelines on blood-borne pathogens and the use of standard precautions and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules.

I. With Affiliate, coordinate the removal of Students from Affiliate's operations, locations, and facilities, if necessary.

4. **Legal Relationship:** Nothing in this Agreement or in the relationship shall imply or be interpreted as implying an employment, partnership, business associate, joint venture, agency, or franchise agreement or relationship between JCTC and Affiliate. No representatives for either party shall act as an agent for the other party or represent authority to act as such.

5. **Third Parties:** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.

6. **Assignment:** No party shall assign its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld.

7. **Confidentiality:** JCTC and Affiliate shall maintain academic, performance, and attendance records of Students participating in the Practicum, and may share such records in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA"). A Student's nondirectory data may be shared with the written authorization of that Student.

JCTC and Affiliate acknowledge that if Affiliate is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that Students or JCTC personnel have access to Protected Health Information ("PHI"), as defined under HIPAA, due to their participation in Students' Practicum at and with Affiliate, it is agreed that for HIPAA purposes only, Students and JCTC personnel are deemed to be part of Affiliate's "workforce" and involved in Affiliate's "healthcare operation", as such terms are defined under HIPAA. Students and JCTC personnel shall be subject to Affiliate's policies and procedures governing the use and disclosure of PHI.

To the extent either party 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 ("Act"), the receiving party 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 JCTC's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other party of a security breach relating to Personal Information in the possession of the party or its agents or subcontractors within seventy-two hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and the party abides by the requirements set forth in that exception; and (iv) cooperating with the other party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by the other party; and (vi) at the relevant party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

8. **Liability and Indemnification:** To the extent permitted by law, Affiliate shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions and shall indemnify and hold harmless JCTC from all losses, claims, suits, actions, expenses, damages, and costs (including reasonable attorneys' fees) arising out of or relating to Affiliate's performance under this Agreement. To the extent permitted by Kentucky law, JCTC shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions arising out of or relating to JCTC's performance under this Agreement.

Any Student injured on Affiliate's premises during their Practicum shall be assessed/rendered emergency care as appropriate through Affiliate's available resources. Students may not be afforded protection under Affiliate's worker's compensation or health insurance programs. Any expenses for emergency examination or treatment shall be borne by the Student, unless and until another party is found to be responsible.

9. **Insurance:** Without limiting any liabilities or any other obligations, both parties shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages:

Commercial General Liability: Insurance shall provide coverage for the term of this Agreement and for a minimum of two years after the conclusion or termination of this Agreement, and shall include broad form contractual coverage with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include Employer's liability insurance with a minimum limit of \$1,000,000 for each accident.

JCTC shall ensure that Students shall be covered by professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate while assigned to the clinical areas of the Affiliate's facility.

JCTC shall be listed as a holder of Affiliate's Certificate of Insurance as follows: Jefferson Community and Technical College, 109 E Broadway, Louisville, KY 40202.

The parties reserve the right to request and receive from the other proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Agreement.

10. **Nondiscrimination:** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any student, employee, or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state, or local laws. Each party hereto warrants that they are in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances.

11. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.

12. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.

13. **Force Majeure:** No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, pandemic, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

14. **Notice:** Any notice, demand, or consent required or permitted to be given hereunder shall be effective upon delivery if hand-delivered, if sent by registered or certified mail with return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address(es) set forth below or such other address(es) as either party may designate in writing:

Amendment #3

This document constitutes Amendment #3 to the Clinical Agreement ("Agreement") of December 15, 2022, between Jefferson Community and Technical College ("JCTC"), an educational institution of the Kentucky Community and Technical College System ("KCTCS"), itself an agency of the State of Kentucky, and Oldham County Public Schools ("Affiliate").

1. Per Clause 1 of the Agreement, the parties agree to extend the term from January 1, 2026, to December 31, 2026.
2. All other terms and conditions of the Agreement and its amendments shall remain.

In testimony whereof, witness the duly authorized signatures of the parties hereto:

Oldham County Board of Education

Claudette Herald
Superintendent

Date

Jefferson Community and Technical College

Gary Dryden
VP of Administration and Chief Financial Officer

Date

Wide Area Network (WAN) Contract Renewal

Background: The Oldham County Board of Education is currently contracted with Spectrum Business to provide Wide Area Network (WAN) connections for all schools in the district. These connections are essential for enabling each school to access the Internet and other services housed at the district's datacenter, which is located at the Administrative Annex. The existing contract is set to expire on June 30, 2026.

Current WAN Infrastructure: Each school in Oldham County is connected to Spectrum Business' network using a 10Gbps WAN connection. Spectrum Business maintains a private network that links every school to the Administrative Annex through four separate 10Gbps connections.

Request for Proposal (RFP) Process: On July 14, 2025, the district submitted a Request for Proposal (RFP) via the Universal Service Administrative Company (USAC) portal. This submission included all necessary documentation to allow the district to apply for Erate Category 1 funding. Sealed bids for the WAN contract were received and opened on August 20, 2025, at 10:00 AM.

Proposal Review and Options: Only one proposal was received, submitted by Charter Communication Operations, LLC DBA Spectrum Business, the incumbent provider for the district. The proposal included fourteen different options for WAN service. These options ranged in pricing from \$11,774.84 per month (\$141,298.08 annually, \$423,894.24 for the full 36-month term) to \$14,962.67 per month (\$179,552.04 annually, \$538,656.12 for the full 36-month term).

Existing Contract and New Term Considerations: The current contract for WAN connections is priced at \$11,111.75 per month (\$133,341 annually, \$666,705 for the full 60-month term). The RFP issued in July 2025 requested a 36-month contract term. This shorter term was selected to accommodate ongoing and anticipated construction projects within the district over the next three years. The 36-month term will allow the district to rebid the WAN contract in three years, adjusting for evolving construction timelines and continuing to benefit from Erate funding.

Recommended Award: The district recommends awarding Option 8 from the proposal, which is priced at \$12,827.04 per month (\$153,924.48 annually, \$461,773.44 for the full 36-month term) to Charter Communications Operations, LLC DBA Spectrum Business, pending approval from the Kentucky Department of Education (KDE). Option 8 will preserve the existing 10Gbps connections for each school to Spectrum Business' private network. However, it will upgrade the connection between the private network and the Administrative Annex datacenter to a single 40Gbps connection. This upgraded connection in the district's datacenter will simplify the network configuration, thereby minimizing potential points of failure.

AFFILIATION AGREEMENT TEACHER PREPARATION PROGRAM

This Affiliation Agreement (hereinafter the "Agreement") is entered into between INSERT (the "Agency") and the University of Louisville on behalf of its College of Education and Human Development (the "University").

Whereas, the University offers its students a Teacher Preparation Program in both the Special Education, Early Childhood and Prevention Science (SECP) and Elementary, Middle and Secondary Teacher Education (EMSTEd) Departments in the College of Education and Human Development ("CEHD").

Whereas, students in the Teacher Preparation Program receive practical experience to adequately prepare them for a career in education. Students complete their time in the Teach Preparation Program under the supervision of qualified professionals to gain valuable and practical experience. The Agency provides this valuable and practical learning environment for students to have the necessary practical experience under Teacher Preparation Program.

Therefore, in consideration of the promises herein, the parties agree as follows:

I. Responsibilities of the Agency

- A. The Agency agrees to provide valuable and practical learning experiences to all Teacher Preparation Program students assigned under this agreement.
- B. In order to provide these experiences, the Agency will work with program director/course instructor of the Teacher Preparation Program to comply with all aspects of this Agreement.
- C. The Teacher Preparation Program course instructor will develop clear and specific written objectives and activities for each student's practical learning experience. These objectives and activities will be set forth in a course syllabus prepared by the instructor of the course. The Agency agrees to cooperate fully in determining each student's needs and qualifications to maximize each student's experience when collaborating on completion of the course objectives and activities.
- D. The Agency agrees that it will provide specific practical experiences to each student as outlined in the student's course syllabus. The course requirements outlined in the syllabus for the field experience may be amended at the instructor's discretion at any time during the placement of the student with the Agency. A copy of the syllabus will be provided to the Agency.
- E. If applicable, written feedback will include, but not be limited to, performance of the objectives, activities, and dispositions in the final or amended syllabus and

will be provided at end of the student's placement with the Agency. More specifically, the written feedback will: (1) confirm that the objectives and activities previously agreed to in the syllabus were completed by the student; (2) evaluate the overall performance of the student during all syllabus activities; and (3) provide comments concerning possible areas of improvement for the student. The final grade of the student for any course credit based on these experiences shall be the responsibility of the Teacher Preparation Program course instructor.

- F. The number of students assigned to, and accepted by, the Agency at any given time shall be agreed upon by the Agency and the program director/course instructor. Likewise, the placement of individual students will be jointly agreed upon by the Agency and the program director/course instructor. The Agency agrees to cooperate fully with the program director/course instructor in determining how many students should be placed at the Agency at any given time and which individual students should be placed with the Agency.
- G. The Agency agrees to provide its regulations, policies, procedures, rules of conduct, and dress requirements to all students during an orientation session prior to the student beginning the practical experiences with the Agency. During the orientation session, the Agency also agrees to inform students concerning the provisions in this Agreement that impact students, including provisions related to insurance/liability, providing evidence of health insurance, the lack of any "employment" status, the need for confidentiality of records, and the Health Insurance Portability and Accountability Act.
- H. The Agency agrees to immediately inform the program director/course instructor of any new or revised regulation, policy, procedure, rule of conduct, and dress requirement that could affect the experiences of students. If the program director/course instructor believes that the new or revised regulation, policy, procedure, rule of conduct, or dress requirement affects the experiences of students, the Agency agrees to immediately inform all students of the addition or revision.
- I. If the Agency believes that a student has violated a regulation, policy, procedure, rule of conduct, or dress requirement of the Agency, the Agency agrees to immediately notify the program director/course instructor in writing of the circumstances of the possible violation. The Agency's written statement shall identify the specific regulation, policy, procedure, rule of conduct, or dress requirement violated, confirm when and how the student was informed of the regulation, policy, procedure, rule of conduct, or dress requirement prior to the violation, and all facts relevant to the alleged violation. The program director/course instructor will then have ten (10) days to respond to the Agency in writing concerning the Agency's written statement of alleged violation. The Agency will then consider the written response and make a final determination as to whether a violation occurred and whether the student should be prevented from returning to the Agency for further practical experiences. The Agency will

provide this final determination in writing to the program director/course instructor.

- J. Subject to the provisions herein related to insurance/liability, the Agency agrees that while students, faculty, or administrators in the Teacher Preparation Program are on the premises of the Agency, the Agency is responsible for their protection and well-being. The Agency will also retain ultimate responsibility for the quality of childcare and will maintain administrative and professional supervision of all individuals while on the premises of the Agency.
- K. Because active participation in the practical experiences by the student is an integral part of the Teacher Preparation Program and academic credit is earned by the student, the Agency is not required to provide any monetary compensation to the student for any activities.
- L. To the extent the Agency generates or maintains educational records related to the participating student(s), the Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the University hereby designates the Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the records is required by the Agency to carry out its obligations hereunder.

II. The Responsibilities of the University

- A. The University shall assign an appropriately qualified faculty member to be the program director/course instructor, usually the course instructor, under this agreement. This person shall coordinate the student practical experiences, the placement of students with the Agency, and cooperate with the course instructor and Agency in establishing the student's objectives and activities as outlined in the syllabus. The program director/course instructor shall also collaborate with the Agency to determine the number of students placed at the Agency and communicate with the Agency concerning any other aspect of the Agreement.
- B. If requested by the Agency, the program director/course instructor shall submit to the Agency a copy of the curriculum and course content of the academic program for University students.
- C. The program director/course instructor shall recommend a student for the placement at the Agency only if the student has successfully completed all necessary academic requirements as outlined by the Teacher Preparation Program.

- D. The program director/course instructor shall advise the Agency of any change in the approved status of the Teacher Preparation Program.
- E. University shall have the right, in its sole and absolute discretion, to remove a student from his/her/their placement at the Agency at any time. In the event the University removes a student from the Agency, it will use reasonable efforts to coordinate with the Agency regarding any potential replacement students.

III. Insurance / Liability

- A. If requested in writing by the Agency, the program director/course instructor shall provide to the Agency a current Certificate of Insurance describing professional and general liability coverage for students and faculty with limits of liability coverage not less than \$1,000,000 per occurrence.
- B. The parties agree that any student injured on the Agency's premises during scheduled practical experiences will be medically assessed and provided with emergency care as appropriate through the Agency's available resources. The parties agree that students are not afforded legal protection under the Agency's worker's compensation or health insurance programs and that any expenses for emergency examination or treatment to a student shall not be borne by the Agency, the University, or Teacher Preparation Program. The Agency is entitled to request in writing from any student proof of health insurance or proof of certain inoculations, including Tuberculosis, Rubeola and Rubella.
- C. The parties agree that the placement of students for practical experiences does not confer employment on the students and, therefore, students are not entitled to any Agency employee benefits, including, but not limited to, Social Security or Employment Compensation.
- D. If applicable, the Agency agrees to inform all students of the provisions in this section at an orientation session before the students begin their practical experiences.

IV. Confidential Information

- A. Students and the program director/course instructor shall maintain confidentiality regarding all child/staff information received during the practical experiences of the students.
- B. The parties acknowledge that if the Agency is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that students or the program director/course instructor have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the student's placement at the Agency, it is agreed that for HIPAA purposes only, those students and the

program director/course instructor are deemed to be part of the Agency's "workforce" and involved in the Agency's "healthcare operation," as such terms are defined under HIPAA. Under such circumstances, the students and program director/course instructor shall be subjected to the Agency's written policies and procedures governing the use and disclosure of PHI. The parties further agree that they believe this agreement does not create a business associate relationship between them under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the Agency and the students or program director/course instructor.

- C. Agency reserves the right to review any material intended for publication by University faculty or affiliates if such material makes any direct reference to personnel, patients/clients, or operations of Agency.
- D. Agency acknowledges that certain documents, such as the competency development plans, monthly reports, mid-term and final evaluations, and action plans, may constitute student records within the meaning of University policies and/or the Family Educational Rights and Privacy Act ("FERPA"). Agency agrees to work with University and the faculty/staff advisor(s) to review for the inclusion of any Agency proprietary and/or confidential information in such documents. Should any of Agency's proprietary and/or confidential information be found, Agency will work with University to appropriately redact the materials or separate them in a way to permit University access to student records without the need to prevent access to entire sets or groups of student records associated with the practicum courses. Agency agrees to protect student records to the same extent that FERPA applies to the University, to not disclose student records to any third party without the permission of the respective student, to limit access to student records to only those employees or agents with a need to know, and to protect the identity of the respective students with regard to such records. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Agency as a school official with a legitimate educational interest in the educational records of students to the extent that access to the University's records is required by Affiliate to carry out the practical training experience.
- E. Agency agrees to secure and protect any data that University shares with Agency (and to require the same of any other entity with whom Agency shares or gives access to that data) from unauthorized access, use, modification, disclosure, manipulation, or destruction, and will use processes that meet industry standard practices for protecting such information (which processes must be at least as stringent as Agency would use for protecting its own confidential information).
- F. University and Agency agree that University will not supply University-issued student identification numbers or other governmental issued identifiers (including,

but not limited to, social security numbers) directly to Agency. Students, at their own discretion, may supply such information directly to Agency or to a third party who in turn makes such information available to Agency.

V. Term and Termination

- A. This agreement shall commence on upon final execution of the parties and shall be in effect for an initial term of one (1) year. At the end of the initial term, this agreement shall automatically renew for additional one (1)-year terms, up to a total of five (5) one (1)-year terms, unless earlier terminated by the parties as provided in this Agreement.
- B. Either party may terminate this Agreement without cause at any time by giving ninety-day (90) prior written notice to the other, provided that students already placed with the Agency will be permitted to complete their practical experiences.
- C. Any agreement to extend these terms shall reference this Agreement and be signed by representatives of the parties with the express authority to bind the parties.

VI. Notices

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University:

University of Louisville
University Counsel Office
231 S. Third Street
Louisville, Kentucky 40292
Counsel@louisville.edu

Agency: INSERT NAME, ADDRESS and EMAIL

VII. Claims

- A. If either party becomes aware of a legal claim or threatened legal claim involving the other party in conjunction with the Program, the party with knowledge of the legal claim or threatened legal claim shall inform the other party in writing within ten (10) days of receiving knowledge of the legal claim or threatened legal claim.

VIII. Indemnification

To the extent permitted by and subject to, applicable law, the Parties shall indemnify and hold harmless each other, their respective agents, members, officers, employees, representatives, and volunteers from any and all third-party liability, damage, expense, cause of action, suits, claims, or judgments that arise from injury to person or personal property or otherwise which arises out of their respective act,

failure to act, negligence, or breach of this Agreement in connection with or arising out of the activity which is the subject of this Agreement. Notwithstanding the foregoing, any provision herein that requires or otherwise specifies that the University will indemnify the Agency or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the Agency or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Board of Claims and KRS 45A.225 through 45A.275 (Contract Claims). University does not waive any of the rights, privileges or immunities available to Kentucky state agencies, and any conflicting provision herein is rejected.

IX. Miscellaneous

- A. In the performance of any aspect of this agreement, no individual will be discriminated against on the basis of race, sex, age, disability, religion, national origin, gender, sexual preference, political beliefs, or in any other legally recognized respect.
- B. This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- C. Individuals executing this agreement on behalf of the parties represent that they have been authorized to do so.
- D. Any amendment to this agreement must be in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement as of the date(s) set forth herein.

UNIVERSITY OF LOUISVILLE

Kathryn Cardarelli

Interim Provost

Date:

AGENCY:

Name:

Title:

Date: