

Applications: Space Coast Ballet Company

Profile

Space Coast Ballet Company

SPACE COAST OFFICE OF TOURISM

Guidelines

FISCAL YEAR 2021 - 2022

Cultural Support Grant Program

1.0 INTRODUCTION & BACKGROUND

Tourist Development Council mission statement:

"To promote growth, development and quality of tourism in the county; encourage participation by both visitors and residents in tourism related activities, and to act as the primary body to determine direction, goals and policy for use of the tourism tax."

The Tourist Development Council Cultural Grant Program is a program delivered by the Space Coast Tourism Development Office, the focus of which is to promote Brevard County as a cultural destination. This will be achieved by maximizing the Space Coast Office of Tourism's marketing resources to provide a platform for Brevard's arts and cultural organizations through collaborative event and marketing support.

Goals of the Tourist Development Council Cultural Support Grant Program:

1. Promote Brevard County as a cultural destination to both visitors and residents and make a positive impact to Brevard County tourism.
2. Enhance the Space Coast's cultural sector through increased event and marketing support for the benefit of visitors and residents.
3. Build awareness of the arts.

2.0 APPLICATION PROCESS AND KEY DATES

June 2, 2021: Application Opens

June 2, 2021: Information meetings

June 25, 2021: Application Deadline, NLT 5pm

Aug 24, 2021: Cultural Committee meeting, Ranking & Recommendations

Aug 25, 2021: Tourist Development Council meeting, funding recommendations & approval

Sept 14, 2021: Brevard County Board of County Commissioners Approval

Sept 15, 2021: Notification of funding awarded & execute contracts.

Oct 1, 2021: FY 2021-2022 Grant period begins

Sept 30, 2022: FY 2021-2022 Grant Period ends (see section 11 of guidelines)

A final report is due within 30 days of the conclusion of the event or in the case of funds supporting

"season" the final report is due by October 30, 2022. Reimbursement requests are due by October 7, 2022. Failure to comply with the final report requests may impact future funding requests.

The above dates are subject to change. Changes will be publicized in advance.

3.0 ELIGIBILITY

The main purpose of the Cultural Support Grant Program is to promote Brevard County arts and culture by funding groups which present cultural and special events and market the events to out-of-county tourists. Such Cultural and/or Special Events/Activities could be visual and performing arts including theatre, concerts, recitals, opera, dance, art exhibitions, and festivals and other tourist-related activities). These Cultural and/or Special Events/Activities can be categorized into the following:

- Events – Festivals, Art Shows, etc. that last from 1-14 days
- Seasonal Activities – Theatres, symphonies, concerts that operate over the course of a year
- Museums – Facilities that continually operate over the course of a year
- Main Street Events – Street parties and events hosted by Main Street organizations

To be considered for this grant funding, the cultural and special events/activities must be held in-person with in-person attendees, with the main purpose of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this grant. For applications to be considered, Out-of-County visitors to an event or season must account for 20% of total visitation or 1,000 guests. This measurement shall be submitted by applicants and confirmed by TDO staff.

To be eligible to apply for participation in the Tourist Development Council Cultural Support Grant Program an organization must also;

- a. Be a non-profit, tax-exempt Florida corporation, as a result of being incorporated or authorized as a non-profit Florida corporation in good standing, pursuant to Chapter 617, Florida Statutes, and,
- b. Headquartered in Brevard County, and,
- c. Designated as a tax-exempt organization as defined in section 501(c)(3) of the Internal Revenue Code of 1954.
- d. Applicant organization must be the presenting/producing entity of events/activities to be promoted through the Cultural Support Grant Program.
- e. Provide IRS determination letter and Florida Department of State, Division of Corporations Detail by Entity Name Report.
- f. Supply required documentation – Updated W-9, Certificate of Insurance (COI), and Proof of Registration with E-Verify.
- g. Accommodate links (from provided logos) on your website to VisitSpaceCoast.com.
- h. Applicants will be required to establish and track a Return on Investment (ROI) by measuring visitor attendance and spending. TDO staff will assist in measuring attendance and spending upon request. Ticket Sales and/or zip code capture are the preferred tracking methods as opposed to attendance estimates provided by third parties (Law enforcement, volunteers, etc.)
- i. TDO staff will review the applications and shall have the direction and authority to disqualify those who do not meet the minimum requirements prior to committee review.
- j. Organizations should be in business for minimum of two (2) years. (Date on IRS 501-c3)

4.0 AVAILABLE FUNDS AND GRANT AMOUNT REQUESTS

Funds may be available for the fiscal year 2021-2022 for the Cultural Support Grant Program which funds events or activities that promote Brevard County as a cultural destination. Beyond creating unique Cultural events/activities, one of the main goals is to attract Out-of-County visitors to Brevard County.

Tier System

Number of Out-of-County attendees: 1,000 - 2,500 Max. Funding Amount: \$2,500

Number of Out-of-County attendees: 2,501 - 5,000 Max. Funding Amount: \$5,000

Number of Out-of-County attendees: 5,001+ Max. Funding Amount: \$10,000

The Cultural Support Grant program is a reimbursable grant. This grant is on a reimbursement basis to reimburse grantee for approved expenditures that directly support personnel, artistic services, marketing, supplies, materials, and other general operating costs. Grantees must initially self-fund approved expenditures, and upon receipt of valid documentation will be reimbursed up to awarded amount.

Annual funding of this program is subject to the full funding of the Cultural fund.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, funding availability, or number and quality of requests submitted.

****5.0 ELIGIBLE USE OF FUNDS ****

Funds must be used for the project or event as proposed in the applicant's grant application and categorized in the proposal budget worksheet, as well as the grant contract. Funds also must be used to implement events or activities that promote Brevard County as a cultural destination and make a positive impact to local tourism by measuring the number of out-of-county visitors who attended the event or activity.

- Funds may **not** be used to finance projects that are already fully funded unless a project can be significantly enhanced with additional funds.
- Funds may **not** be used to pay debt obligations.
- Funds may **not* be used for grant applications or routine maintenance.

Allowable and Non-Allowable:

Allowable Costs

- Expenditures within the grant period specified on the grant application and/or the period specified by the Brevard County Budget Department; and,
- They are solely for the purposes of the grant and can be easily identified as such.

Non-Allowable Costs:

- Expenditures before or after the grant period;
- Lobbying or attempting to influence federal, state, or local legislation;
- Capital improvements, including but not limited to new construction, renovation, and installation or replacement of fixtures in the permanent facility of the organization;

- Bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;
- Plaques, awards, scholarships, gift cards, prize money or certificates;
- Items for resale
- Projects which are restricted to private or exclusive participation;
- Regranting (using County funds to underwrite local grants programs);
- contributions and donations;
- any other expenditure not authorized by Chapter 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.

6.0 APPLICATION SUBMITTAL PROCEDURES

The Cultural Support Grant Program application may only be submitted electronically through an online portal called Wizehive. The unique link for the on-line application will be provided to potential applicants for opening day of June 2, 2021. All supporting documentation may be uploaded within the application. The application deadline is NLT 5pm EST on June 25, 2021 to be considered for funding. If you have questions please email Kathy Engerran at Kathy.Engerran@ArtsBrevard.org. All applications must be completed online. All other questions should be made in writing and may be directed to Deborah Webster via email at

Deborah.Webster@VisitSpaceCoast.com
until the application deadline.

7.0 TERMS AND CONDITIONS OF GRANT AWARDS

1. An applicant may not submit more than 1 (one) application.
2. Grant funds are released on a reimbursement basis.
3. All grant-funded activities must fall within the Brevard County fiscal year, October 1, 2021 – September 30, 2022. The project starts and end dates are not intended to be performance or event dates, but the entire period during which grant related expenses may be spent and revenues received. Allowable expenses that were incurred from October 1, 2021-Sept 30, 2022 may be submitted for reimbursement.
4. All projects, programs and/or exhibits funded by the Brevard County Board of County Commissioners must be suitable for viewing by people of all ages.
5. The grant recipient shall keep books, records, and accounts of all activities related to the grant in compliance with appropriate generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the grantee in conjunction with the grant shall be open to inspection during regular business hours and shall be retained by the grantee for a period of three years after termination of the grant period, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes.
6. Credit Line Usage and Logo Requirement: Any publicity or publications related to programs or projects funded by the Cultural Support Grant Program listing or recognizing funders or sponsors shall include Brevard County, Brevard Cultural Alliance and Florida's Space Coast Office of Tourism logos and/or the following statement: Sponsored in part by the Brevard County Board of County Commissioners, the Florida's Space Coast Office of Tourism and Brevard Cultural Alliance.

8.0 EVALUATION CRITERIA

Tourism Development Council FY 2021-2022 Cultural Support Grant Program – Evaluation Rubric Requests must achieve a minimum rank score of 80% (80 points/100 points) to be considered for funding.

Section 1 – Applicant Information (TDO staff will complete this section)

Project Title:
Project Number:
Project Applicant:
Total Project Cost:
Requested Funding from TDC:

Evaluation Criteria: Points Available

Section 2 – Cultural Event/Activities Proposal clearly describes the proposed event/activities. Clearly demonstrates how the event/activities promote the Space Coast as a cultural destination: up to 20 points

Reviewer: Use the following scoring rubric as a guide
Poorly presented: 0 - 4 points
Adequate: 5 - 8 points
Good: 9 - 12 points
Very Good: 13 - 16 points
Excellent: 17 - 20 points

Proposal clearly describes any unique cultural qualities that will create publicity opportunities on a regional or national level to promote Brevard County as a cultural destination: up to 15 points

Reviewer: Use the following scoring rubric as a guide

Poorly presented: 0 - 3 points
Adequate: 4 - 6 points
Good: 7 - 9 points
Very Good: 10 - 12 points
Excellent: 13 - 15 points

Section 3 - Tourism Impact Proposal describes how many estimated out-of-county visitors will attend the event/activities during FY 2021-2022: up to 25 points

Reviewer: Use the following scoring rubric as a guide

Poorly presented: 0 - 5 points
Adequate: 6 - 10 points
Good: 11 - 15 points
Very Good: 16 - 20 points
Excellent: 21 - 25 points

Proposal clearly describes the methodology used to measure attendance of out-of-county visitors and Brevard County residents for the event/activities: up to 10 points

Reviewer: Use the following scoring rubric as a guide

Poorly presented: 0 - 2 points
Adequate: 3 - 4 points
Good: 5 - 6 points
Very Good: 7 - 8 points
Excellent: 9 - 10 points

Section 4 - Marketing Proposal clearly describes the marketing efforts to attract out-of-county visitors to the event/activities: up to 25 points

Reviewer: Use the following scoring rubric as a guide

Poorly presented: 0 - 5 points
Adequate: 6 - 10 points
Good: 11 - 15 points
Very Good: 16 - 20 points
Excellent: 21 - 25 points

Section 5 - Overnight Stays/Spending The application includes projected overnight stays and spending by out-of-county visitors: up to 5 points

Reviewer: Use the following scoring rubric as a guide

Poorly presented: 0 - 1 point
Adequate: 2 points
Good: 3 points
Very Good: 4 points
Excellent: 5 points

Total PROPOSAL SCORE (Maximum 100 points)

9.0 EVALUATION PROCEDURES

Brevard Cultural Alliance staff will receive and review all grant applications to ensure:

1. Applications are submitted by the deadline.
2. Applications are complete and contain all required information.
3. Applications are for eligible activities and expenses.

Brevard Cultural Alliance staff will release submitted applications for eligible events or activities to the Cultural Committee of the Tourist Development Council and additional reviewers as needed for review and scoring through their WizeHive online system. Individual members of the Cultural Committee will evaluate the applications using the approved evaluation criteria prior to attending the Ranking & Recommendation meeting on August 24, 2021. Tourism Development Office and Brevard Cultural Alliance staff will compile the scores. The Cultural Committee will meet to validate scoring and recommend grant awards. The Cultural Committee will forward grant applications and award recommendations to the Tourist Development Council for award approval, in order of ranking, up to the budgeted amount. Upon approval from the Tourist Development Council, recommendations will be forwarded to the Board of County Commissioners for final award. Awards are not final and available for use until final approval by the Board of County Commissioners.

Cultural Committee – Cultural Support Grant Program Ranking & Recommendation Meeting

1. Tourist Development Office staff will distribute the scored applications. Applications will be presented in order of ranking, with a sum of total funding requested for applications receiving a score of 80 or higher.

2. The Committee chairman will open the floor for approval of the ranking.
3. Upon completion of the recommendations, the chairman will entertain any comments from Committee Members regarding the process or applications.

10.0 REPORTING REQUIREMENTS

Reporting

The applicant is to provide status reporting using the online link via Wizehive that will be emailed to each applicant that has been awarded a grant. Status reports are due twice a year (mid-year and a final report). Reimbursement requests may be submitted no more frequently than once a month, using the Event Reimbursement Request Form that will be emailed to you.

Final report and close-out procedures are covered in Section 11.0 of these guidelines.

Non-compliance with these program requirements and non-supportive back-up or lack of proof of payments could impact grant applications.

11.0 PAYMENT REIMBURSEMENT REQUESTS & FINAL REPORTING

The Tourist Development Council shall reimburse the applicant for costs expended on the event or activity in accordance with the application, specifically the Proposal Budget worksheet.

Event/Activities Completion and Reimbursement Requirements

Upon completion of the event or activity, the applicant shall provide the following:

1. A completed Final report. The report will be online through the Wizehive application system and due NLT October 30, 2022. The report will include a brief summary specifically describing the event or activity and how it promoted Brevard County as a cultural destination. The report should include attendance figures, specifically measuring the number out-of-county visitors who attended the event or activity. Do not count individuals reached through TV, radio, cable broadcast, the Internet, or other media. Include actual audience numbers based on paid/free admissions or seats filled.
2. A final completed Payment Reimbursement Request Form, accompanied by all required supporting documents such as billing statements for work performed and cancelled payment vouchers for expenditures made is due by October 7, 2022.
3. Photograph(s) and/or a screenshot(s) clearly showing proof of logo usage (.jpg or .tif format).

12.0 ANTI-LOBBYING STATEMENT

All Tourism grant applicants are restricted from lobbying TDC Committees from the time the grant application is open until the Committee finalizes the grant scores. Applicants may not attempt to influence their deliberations or scoring to secure an award, either verbally or in writing. Any questions concerning a grant applicant or the grant process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

FY2021-2022

CULTURAL SUPPORT GRANT APPLICATION

Application Deadline: Friday, June 25, 2021 by 5:00pm

Proposed Event(s)/Activities Name

The Nutcracker

TOTAL Operating Budget Amount for Most Recently Completed Fiscal Year

\$144,840

Organization Name

Space Coast Ballet Company

Mailing Address:

1111 Sunny Point Dr.

City: State: Zip Code:

Melbourne, FL 32935

Federal Employer ID #:

20-0718478

Web Site:

spacecoastballetcompany.com

Organization Telephone:

321-427-2656

Organization Email:
sunnypoint1@earthlink.net

Primary Contact Person: First: Last:
Loretta Grella

Primary Contact Person Phone (if different from Organization Phone):

Primary Contact Person Email (if different from Organization Email):

Alternate Contact Person: First: Last:
Michael Sorbello

Alternate Contact Person Phone (if different from Organization Phone):
321-432-3822

Alternate Contact Person Email (if different from Organization Email):

Event(s)/Activities Summary (500 characters or less)

SCBC's annual production of The Nutcracker will be performed on the King Center stage on Saturday, 12/4/21. Over 100 local dancers from Space Coast dance studios will perform alongside of esteemed community leaders and professional principal dancers from around the world. Featuring live music from The Brevard Symphony Orchestra, lavish sets, exciting choreography, live animals, action and adventure, this show has something for everyone, drawing crowds from all over Central Florida and beyond.

****How will grant funds be used? Check all that apply****
Artistic Services

Total number of attendees for FY2018-2019
4,000

Total number of out-of-county attendees for FY2018-2019
400

Total number of attendees for FY2017-2018
4,000

Total number of out-of-county attendees for FY2017-2018
400

Please select the one category below for which funding is requested.

Grant Category
Dance

Proposal Budget

Please download the Proposal Budget here: <https://www.artsbrevard.org/wp-content/uploads/2021/06/22-wizehive-proposal-budget-2.xlsx>, complete it and upload it below. **All applicants must complete Proposal Budget. Please be sure to specify how County funds will be expended.**

Add additional lines under line-item categories as needed to detail line-item budget in downloaded template.

Upload Proposal Budget
2021 22 Cultural Support Grant Program Budget.xlsx

Narrative Questions

Please describe your proposed event(s)/activities for which you are seeking funding. Please address the following question: What does your event(s)/activities bring to Brevard County to promote the Space Coast as a cultural destination? Please be concise and brief with 3,000 characters or less.

Maximum 3,000 characters

Since 2003, SCBC has annually presented its production of The Nutcracker on the stage of the King Center, featuring world class performers, over 100 local dancers representing our community, and esteemed community leaders. This annual classical version of a holiday favorite contains authentic sets, scenery and costumes that have been handcrafted at the Kirov Ballet in St. Petersburg, Russia specifically for the King Center stage and is a premier holiday event for local residents. The addition of live music from The Brevard Symphony Orchestra, although expensive, add significantly to the overall theatre experience, making it competitive with professional performances in major cities and is the purpose of our funding request.

Past community leader participants include Brevard County Sheriff Wayne Ivey, former Astronaut Winston Scott, former President of the Florida Senate Mike Haridopolos, former Brevard Schools Superintendent Richard DiPatri, local philanthropist Mr. Don Herndon and US Congressman Bill Posey.

This beautiful, collaborative ballet also annually includes several principal dancers. Past guest performers include: multiple former principals with American Ballet Theater and the Mariinsky Theater, a 2003 SAG Award winner for the movie Chicago, multiple principal dancers from the Boston Ballet, Miami Ballet, Tokyo Ballet, Bolshoi Ballet and Vienna State Opera Ballet. Our stage and lighting directors are also some of the highest quality professionals.

Ushering in the holiday season, our consistently high level of performance as well as the ability to have family members and friends perform on stage with local celebrities and world-famous dancers brings audiences back year after year.

No longer do you need to make the time or suffer the expense for your family to travel to Boston, New York or Miami to enjoy the highest quality ballet experience. It is available here in Melbourne where you just might possibly see your child, neighbor or friend performing alongside some of the best dancers in the world and leaders of the community. We believe that once we begin marketing local counties, residents of Orlando, Vero Beach and possibly even Daytona Beach will realize they can enjoy truly professional ballet locally in Brevard County.

Do the event(s)/activities possess any unique cultural qualities that will create publicity opportunities on a regional or national level to promote the Space Coast as a cultural destination. Please describe in detail. Please be concise and brief with 3,000 characters or less.

Maximum 3,000 characters

In 2003, a vision to share the joy of dance, in addition to inspiring and enriching the Brevard County community through excellence in ballet was created. SCBC's production of The Nutcracker has been a premier holiday event for Brevard residents and 2021 will be our 18th year of production.

Unlike previous performances by traveling, for profit companies with no ties to our community, SCBC focuses on community residents performing alongside world class professional dancers. Esteemed community leaders also take the stage in various roles. Community participants have been able to perform alongside governmental leaders, principal dancers renowned around the world, an astronaut and been under the direction of a SAG Movie award winner and another who danced for British Royalty. At least two of our past younger dancers have gone on to establish careers in dance, one with the San Francisco Ballet and another as a principal dancer with the Royal Swedish Ballet.

SCBC is not affiliated with any specific dance studio allowing us to encourage dancers from all studios to participate. All who audition for our performance are accepted and given a role that complements their ability. We want all of our community to be able to participate at some level and believe this inclusivity fosters interpersonal growth, education and community wellbeing.

This idea for joining World Class dancers with local talent was somewhat unique when we first began in 2003 and brought professional dance to our area and afforded patrons with limited resources or ability to travel the opportunity to enjoy the performance at a local level. This is especially important in our current post-pandemic environment. As there are still many residents who may not have the means or ability to attend the show, SCBC annually donates approximately 10% of performance seating to charities such as AMI Children, Title 1 School students and adults with disabilities.

Since 2003, SCBC has been building strong community relationships and inspiring young children by providing personal connections with dance through performances at a variety of events. Dancers have performed at the BSO cultural events, Junior League's Festival of Trees, Barnes and Noble Story Time, Eau Gallie Art Festival, Light Up Viera Christmas parade and local schools. SCBC is currently partnering with local Girl Scout troops and last year provided dance basics workshops to troop members who could earn a special Arts Badge. Dancers have also supported local charities such as The Women's Center by sharing dance performances at their fundraising events. SCBC has also provided in-class ballet education in Title 1 Schools and Promise of Brevard.

Our belief that exposing our residents and especially children to high quality professional performances is a catalyst to a lifelong appreciation for the arts, is good for the community as a whole and this performance model could serve as a template for other cities to follow.

Explain in detail, what is your methodology to capture numbers of out-of-county attendees at your event(s)/activities.

Maximum 1,000 characters

All of the ticketing will be performed by the King Center Box office. The zip code billing information from ticket purchases will allow us to track out of county purchases.

Please describe your Detailed Marketing Plan uploaded below in Required Documents for FY 2021-2022 that will be used to attract out-of-county visitors to your event(s)/activities. If possible, please include a projected number of out-of-county overnight stays and spending of event attendees.

In this section please discuss the elements of your Marketing Plan, such as target audiences, paid media, social media, public relations efforts, etc.

Maximum 3,000 characters

Ads for The Nutcracker will be placed in magazines that are distributed in Volusia County, Indian River County and St. Lucie County.

Emails announcing our new Artistic Director and date for this year's Nutcracker performance targeted for patrons of the arts.

Announcements of this year's Nutcracker performance made to dance studios in Volusia County, Indian River County, St. Lucie County and the greater Orlando area.

SCBC Website, Facebook and Instagram advertising the Nutcracker performance.

Our new Artistic Director, Joseph Gatti, Founder and Artistic Director, United Ballet Theatre of Orlando, FL has a strong Orlando connection and will be able to promote the Nutcracker performance there.

SCBC has an understanding that a prominent magazine distributed in multiple regional counties will feature SCBC on its cover in the Fall and include an extensive article about the production of The Nutcracker.

The estimate of out-of-county overnight stays and spending of event attendees is difficult as there is an early afternoon performance and the majority of out of county sites for potential attendees is easily drivable within 1-2 hours and won't necessarily require staying overnight.

Required Documents to Upload

IRS determination letter

SCBC 501c.pdf

Florida Department of State, Division of Corporations Detail by Entity Name Report

Space Coast Ballet Detail by Entity Name.pdf

Detailed Marketing Plan

SCBC Cultural Support Grant Marketing.docx

Support Materials

Support materials provide panelists with a more complete picture of the applicant organization and are optional but strongly encouraged. Limit of 5 support material files.

Please electronically upload all support materials. File types supported include: .doc, .docx, rft, xls,xlsx, ppt, pptx, png, jpg, gif, tif, txt, avi, mpg, and mov.

Optional support material file

SCBC Substitute W9.pdf

Optional support material file

E-verify MOU.pdf

Optional support material file

Space Coast & Kirova Ballet, Nutcracker 2014 (8).jpg

Optional support material file

Horse2.jpg

Optional support material file

Nutcracker Photo Angels.jfif

Optional support material file

SCBC Bows Photo.jpg

If there is any additional information or explanation you would like to provide to reviewers, please do so here. Please be concise and brief with 1,000 characters or less.

Completion of this section is optional, but can be useful for reviewers.

Additional Information

Statement of Responsibility

Certification and Submission

By submitting this application, I attest that I have full authority to submit this grant request and I certify the information contained in this application, including all budget and financial and tax information, attachments and support materials, is true and correct to the best of my knowledge and that we will abide by all legal, financial, and reporting requirements. I further attest that I have read the guidelines, including reimbursement and reporting requirements and deadlines, and will comply with all of the before mentioned if funding is awarded to our organization.

Authorized Representative:

Name

Bruce Weiss

Title

Chairman, Space Coast Ballet Company Board of Directors

Text

Applications: File Attachments

Upload Proposal Budget

2021 22 Cultural Support Grant Program Budget.xlsx

IRS determination letter

SCBC 501c.pdf

Florida Department of State, Division of Corporations Detail by Entity Name Report

Space Coast Ballet Detail by Entity Name.pdf

Detailed Marketing Plan

SCBC Cultural Support Grant Marketing.docx

Optional support material file

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Space Coast & Kirova Ballet, Nutcracker 2014 (8).jpg

Optional support material file

Horse2.jpg

Optional support material file

Nutcracker Photo Angels.jfif

Optional support material file

SCBC Bows Photo.jpg

Organization Name:	Space Coast Ballet Company	
PROPOSAL BUDGET: Next Fiscal Year Projections		
Projected Expenses:		
	Next Year Projected Expenditures	How will Grant Funds be allocated?
Personnel - Administrative	\$ -	\$ -
Personnel - Artistic	\$ -	\$ -
Outside Artistic Services/Fees	\$ 55,000	\$ 2,500
Marketing/Communications (inc. printing & advertising)	\$ 6,200	\$ -
Space Rental/Rent/Mortgage	\$ 48,900	\$ -
Insurance	\$ 250	\$ -
Equipment Purchase/Office Supplies		\$ -
Travel/Mileage	\$ 7,000	\$ -
Materials/Supplies for productions/exhibits/events	\$ -	\$ -
Contract Services/Fees	\$ 19,000	\$ -
Collections/Acquisitions	\$ -	\$ -
Other Operating Expenses	\$ 19,740	\$ -
Subtotal Grant Funds		\$ 2,500
Total Projected Expenses	\$ 156,090	
Projected Income:		
Admissions	\$ 88,000	
Memberships/Tuition	\$ -	
Contracted Services Revenue	\$ 15,000	
Contributions from Individuals	\$ 9,090	
Corporate Contributions	\$ -	
Government Support - Federal	\$ -	
Government Support - State	\$ -	
Government Support - Local	\$ -	
Foundation Support	\$ 25,000	

Sheet1

Other Income	\$	3,000	
Applicant Cash	\$	16,000	
Total Projected Income	\$	156,090	

501 C (3) IRS Determination Letter

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 16 2004**

SPACE COAST BALLET COMPANY
C/O J PATRICK ANDERSON
930 S HARBOR CITY BLVD STE 505
MELBOURNE, FL 32901-0000

Employer Identification Number:
20-0718478
DLN:
17053184054044
Contact Person:
EVELYN D GRIFFITHS ID# 31432
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
FEBRUARY 3, 2004
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Letter 1045 (DO/CG)

RECEIVED

AUG 20 2004



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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[Events](#)

No Name History

Detail by Entity Name

Florida Not For Profit Corporation
SPACE COAST BALLET COMPANY

Filing Information

Document Number	N04000001181
FEI/EIN Number	20-0718478
Date Filed	02/03/2004
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/26/2012

Principal Address

731 WASHBURN ROAD
MELBOURNE, FL 32934

Changed: 01/27/2016

Mailing Address

731 WASHBURN ROAD
MELBOURNE, FL 32934

Changed: 01/27/2016

Registered Agent Name & Address

HUFF, DAWN
731 WASHBURN ROAD
MELBOURNE, FL 32934

Name Changed: 05/17/2020

Address Changed: 01/27/2016

Officer/Director Detail

Name & Address

Title D, T

HUFF, DAWN
2232 Colony Drive
Melbourne, FL 32935

Title Chairman

Weiss, Bruce
5275 Sorrel Drive
Melbourne, FL 32934

Title VC

Grella, Loretta D
1111 Sunny Point Drive
Melbourne, FL 32935

Title Director

Whittaker, Elizabeth
670 Rossmoor Circle
Melbourne, FL 32940

Annual Reports

Report Year	Filed Date
2020	05/17/2020
2020	08/06/2020
2021	03/12/2021

Document Images

03/12/2021 -- ANNUAL REPORT	View image in PDF format
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07/22/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/27/2014 -- ANNUAL REPORT	View image in PDF format
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08/21/2007 -- ANNUAL REPORT	View image in PDF format
10/24/2006 -- REINSTATEMENT	View image in PDF format
05/23/2005 -- ANNUAL REPORT	View image in PDF format
02/03/2004 -- Domestic Non-Profit	View image in PDF format

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[Events](#)[No Name History](#)

Ads for The Nutcracker will be placed in magazines that are distributed in Volusia County, Indian River County and St. Lucie County.

Emails announcing our new Artistic Director and date for this year's Nutcracker performance targeted for patrons of the arts.

Announcements of this year's Nutcracker performance made to dance studios in Volusia County, Indian River County, St. Lucie County and the greater Orlando area.

SCBC Website, Facebook and Instagram advertising the Nutcracker performance.

New Artistic Director, Joseph Gatti Founder and Artistic Director, United Ballet Theatre has a strong following in Orlando and will be able to promote the Nutcracker performance.

SCBC has an understanding that a prominent Magazine distributed in multiple regional counties will feature SCBC on its cover in the Fall and include an extensive article about the production of The Nutcracker.

The estimate of out-of-county overnight stays and spending of event attendees is difficult as there is an early afternoon performance and the majority of out of county sites for potential attendees is easily drivable within 1-2 hrs and won't necessarily require staying overnight.



State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax:(850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 03-4993230
IRS Name: SPACE COAST BALLET COMPANY

Address: 1111 SUNNY POINT DR.
MELBOURNE, FL
32935-0000

Attention Of: SCBC
In Care Of: LORETTA GRELLA

Business Designation: Not For Profit

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. **I am not** subject to backup withholding because:
 - (a) I am exempt from backup withholding **or**
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
 - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: LORETTA GRELLA
Preparer's Title: VICE PRESIDENT
Phone: 321 427-2656
Email: radskins1@yahoo.com

Date Submitted: 05/19/2021

Company ID Number: 1575169

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Space Coast Ballet Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Space Coast Ballet Company	
Name (Please Type or Print) Bruce Weiss	Title
Signature Electronically Signed	Date 08/09/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/09/2020

Company ID Number: 1575169

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Space Coast Ballet Company
Company Facility Address	731 Washburn Road Melbourne, FL 32934
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	200718478
North American Industry Classification Systems Code	711
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1575169

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 1575169

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Bruce Weiss
Phone Number (321) 223 - 8339
Fax Number
Email Address bweiss@tsshow.com

Name Grella Loretta
Phone Number (321) 427 - 2656
Fax Number
Email Address sunnypoint1@earthlink.net

Name Bruce Weiss
Phone Number (321) 223 - 8339
Fax Number
Email Address bweiss@tsshow.com

Company ID Number: 1575169

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Profiles: Space Coast Ballet Company

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Space Coast Ballet Company

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Michael Sorbello

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State

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Zip Code

32935

User Login

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