

## JEFFERSON COUNTY PUBLIC SCHOOLS

### CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Commonwealth Theatre Center (hereinafter "Contractor"), with its principal place of business at 1123 Payne Street, Louisville, KY 40204.

#### WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

#### ARTICLE I

##### Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

#### ARTICLE II

##### Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Services provide students community-driven learning through accessible, quality arts experiences, and encourages imaginative pathways to social and academic growth. Services may include, but not limited to: workshops and residencies for children and teens at the schools, touring shows that perform at the school, and student matinees that are performed at the Commonwealth Theatre Center's facilities at 1123 Payne St. The program and price list for the Commonwealth Theatre Center is attached and incorporated herein by reference.

### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>Contract not to exceed \$15,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Each participating FRYSC Center will submit invoice after services are performed and services will be paid for by the school FRYSC units or school general budgets based on their needs.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Family Resource/Youth Service Centers &amp; School budgets/General fund</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on November 30, 2016 and shall complete the Services no later than June 30, 2017, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.



Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.



ARTICLE IX  
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X  
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI  
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII  
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII  
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

#### ARTICLE XIV

##### Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

#### ARTICLE XV

##### Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of November 30, 2016.

Contractor's Social Security Number or Federal Tax ID Number: 61-0902722

JEFFERSON COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_

Title: Donna M. Hargens, Ed.D.  
Superintendent

Commonwealth Theatre Center  
CONTRACTOR

By:  \_\_\_\_\_

Title: Alison Huff  
Managing Director

Cabinet Member: <u>DR. LISA HERRING</u> <u>Dr. Alicia Averette</u>	_____ (Initials)
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Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —  
State the date the emergency was declared by the superintendent: \_\_\_\_\_
2. There is a single source for the items within a reasonable geographic area —  
Explain why the vendor is a single source: \_\_\_\_\_
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —  
State the type of service: Artist group, interactive drama classes for students and performances
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —  
State the item(s): \_\_\_\_\_
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —  
State the type(s) of item(s): \_\_\_\_\_
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —  
State the item(s): \_\_\_\_\_
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —  
State the location: \_\_\_\_\_
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —  
Explain the logic: \_\_\_\_\_
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —  
State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Adrian Oldham, Director

Print name of person making Determination

Family Resource/Youth Service Centers

School or Department

Adrian Oldham  
Signature of person making Determination

11/3/14  
Date

\_\_\_\_\_  
Name of Contractor (Contractor Signature Not Required)

\_\_\_\_\_  
Requisition Number

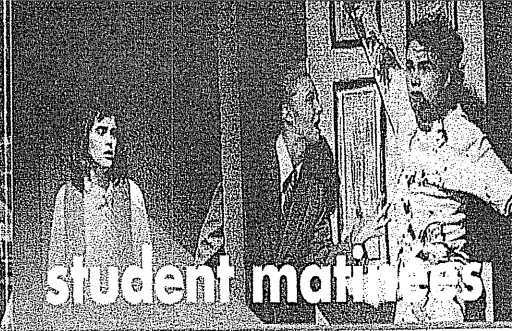
Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



## touring shows



## student matinees

### THE BOY WHO CRIED WOLF

OCT-NOV 2016: Grades PreK-6 | no student limit | \$1600  
This rollicking adaptation by Geraldine Ann Snyder recounts Aesop's fable of a youth given the important task of guarding the village flock of sheep. Instead of taking the job seriously, he plays a trick on the village. Filled with memorable characters and newly-arranged songs performed live, this production teaches an important lesson about honesty & responsibility. Produced by special arrangement with Dramatic Publishing, Woodstock, Ill.

### STORYTIME THEATRE SKYHIGH TALES

DEC 2016-MAR 2017: Grades PreK-5 | 250 students max. | \$500  
Adventure across the wild lands and rivers that are the backdrop for America's folklore tradition! This educational 30-min. performance brings to life the courage, feats of strength, and resiliency that define tall tale characters, and the 15-min. Q&A grows comprehension of this literary genre and its use of hyperbole. Features a set & props hand-made from familiar objects, demonstrating that resourcefulness is a gateway to creative expression. Written by Mera Kathryn Corlett

### NATION IN CRISIS

JAN-MAR 2017: Grades 4-8 | 250 students max. | \$500  
This interactive, one-hour production blends discussion & performance—transporting students to key events & moments in the Civil Rights Era. From Little Rock to Montgomery and Martin Luther King, Jr. to a Tuskegee Airman, students encounter history as it happened in those challenging times. The Teaching Artist guides students as they respond to the voices and scenes they witness. Written by Keith McGill



### STORYTIME THEATRE FABLES

Grades PreK-5 | 250 students max. | \$500

A lively take on the genre of Fables featuring stories from near and far. More details will be available soon on our website.

Touring shows perform at your preferred location. Student Matinees take place at our facility at 1123 Payne St. and may be paired with pre- & post-show workshops. Celebrate Black History is performed by a professional actor. All other Student Matinees are performed by talented young actors from the Walden Theatre Conservatory.

### TARTUFFE BY MOLIÈRE

SEP 2016: Grades 6-12 | \$7/student  
One of history's great comedic dramatists, Molière was adept at animating social hypocrisy while eliciting both laughter & condemnation. Here, the seemingly pious Tartuffe comes to the house of a wealthy nobleman and his mother, both of whom are blinded by his façade. But the rest of the family soon suspects the fraud and uncovers Tartuffe's con. Translated by Richard Wilbur

### PINOCCHIO BY CARLO COLLODI

NOV 2016: Grades 2-6 | \$7/student  
Enacted by a commedia dell'arte troupe & set to music, this beloved classic brings to life the mischievous wooden creature Pinocchio. On his adventure through the world, Pinocchio encounters double-crosses, an evil coachman, and a ravenous dogfish. But for every treachery, Pinocchio gains help and wisdom from those who care for him. Adapted by Moses Goldberg

### CYRANO DE BERGERAC BY EDMOND ROSTAND

FEB 2017: Grades 6-12 | \$7/student  
Though burdened by a famously large nose, Cyrano is gifted at both swordplay & wordplay. But when he's enlisted by both his comrade Christian and his muse Roxanne in their courtship, he finds his loyalty & confidence tested. This classic "heroic comedy" and bittersweet love story reveals the risks & rewards of even a well-intentioned deception. Adapted by Anthony Burgess

### CELEBRATE BLACK HISTORY

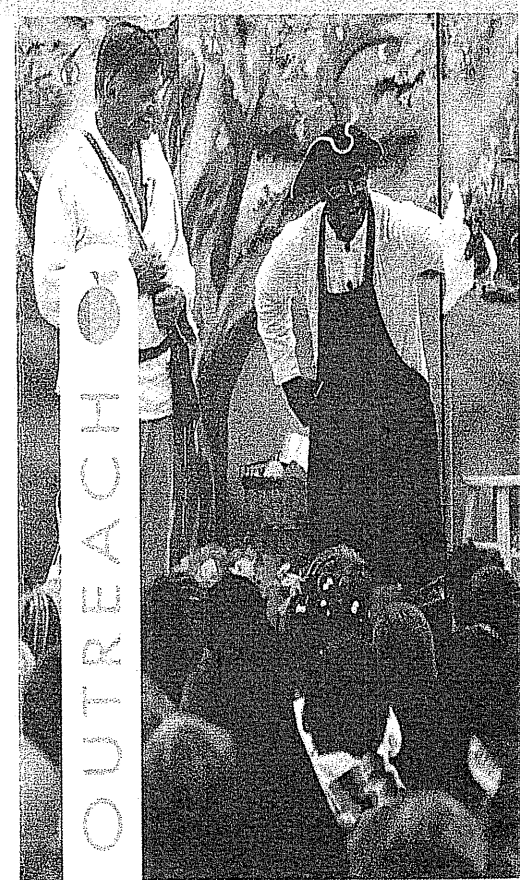
FEB 2017: Grades 4-8 | \$7/student  
This interactive program blends discussion & performance—transporting audiences to the Civil Rights Era's key moments. From Little Rock to Montgomery and Martin Luther King Jr. to a Tuskegee Airman, students encounter history as it happened. Following the matinee, Teaching Artists continue the experience with a workshop that deepens understanding while linking history to current events. Written by Keith McGill

Non-Profit  
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Louisville, KY  
Permit No. 406

COMMONWEALTH  
THEATRE  
CENTER  
BLUE APPLE  
OUTREACH  
WALDEN THEATRE  
CONSERVATORY  
1123 Payne Street  
Louisville, KY 40204

VISIT US SOON AT  
[COMMONWEALTHTHEATRE.ORG](http://COMMONWEALTHTHEATRE.ORG)

Outreach Education Programs in  
Walden Theatre / Blue Apple Players  
may include student workshops and  
Commonwealth Theatre Center



COMMONWEALTH  
THEATRE  
CENTER

BLUE APPLE  
OUTREACH  
WALDEN THEATRE  
CONSERVATORY

Developing youth and our community  
through excellent comprehensive  
theatre education and outreach programs





# workshops + residencies

**Blue Apple Players** and **Walden Theatre** merged in 2015 to create a comprehensive organization with a shared heritage of excellence and innovation in theatre education.

## Today, we reintroduce ourselves as Commonwealth Theatre Center

The proven programs you know from years of partnership with Blue Apple Players and Walden Theatre remain available. And with merger, the organization will continue developing & implementing new initiatives to meet the evolving needs of students and educators.

**502.589.0084**  
**outreach@commonwealththeatre.org**

Heather Burns OUTREACH DIRECTOR  
Melinda Crecelius ASSOC. OUTREACH DIRECTOR

*Financial assistance may be available. Contact us about grant opportunities.*

### Outreach Mission:

Creating joyful, community-driven learning through accessible, quality arts experiences, and encouraging imaginative pathways to social & academic growth.



## DISCOVER DRAMA

Grades PreK-12 | \$100/hr. per classroom\*  
Students participate in character- & story-driven theatre exercises in fun, energetic workshops that develop foundational acting techniques. The program may be expanded into a multi-session residency to suit specific grade levels and curricula, including an optional culminating performance. This program can be customized, and may be adapted for any age and many different disciplines. Contact us about specific programs available or opportunities to develop pilot programs.

## CONNECTING CULTURES

RESIDENCY: Grades 6-12 | \$100/hr. per classroom\* (10+ hrs.)  
The objectives of the program are to identify and analyze stereotypes, strengthen emotional literacy, and build community. Participants build trust and teamwork through theatre activities, learn elements of drama, and focus on written and verbal storytelling.

## EXPLORING BULLYING BEHAVIORS THROUGH DRAMA

Grades 3-12 | \$100/hr. per classroom\*, 2+ hrs. required  
Students examine both obvious and subtle bullying behaviors by employing a range of drama games, group discussion, and creative role play. By using acting skills to inhabit situations, students learn proactive responses to defuse bullying while also uncovering and exploring their own connections to this topic.

## READINESS ADVENTURE

WORKSHOP: Grade PreK | \$100/session, 18 students max.  
A joyful learning quest! Teaching Artists, students, and classroom teachers all participate in entering the world of pretend to become characters. Children will delight in interacting with whimsical props, and together we'll act out a story filled with tasks and challenges that build school readiness skills!

## STORYTIME

WORKSHOP: Grades PreK-1 | \$100/session per classroom\*  
Join in this lively storytelling program that uses active listening to build comprehension and language development—skills vital to early literacy. Children participate imaginatively, contributing sound and movement under the guidance of the storyteller.

## MOVEMENT FOR STORIES

WORKSHOP: Grades K-3 | \$100/hr. per classroom\*  
**english:** In this immersive workshop, a Teaching Artist shares an original tale—transforming any classroom into an active learning environment where students become the characters, from rambunctious elves to underwater creatures or wherever the story might take us!

**spanish:** Teaching Artists guide students in playing characters in Spanish language stories that build vocabulary and grammar including greetings, colors, parts of the body, members of the family, and more! Tales are from the European, Latin American, and the Huichol traditions.

## EXPLORING HISTORY THROUGH DRAMA

WORKSHOP: Grades 4-8 | \$100/hr. per classroom\*  
Support almost any history unit with an interactive theatre workshop where students use their imaginations to analyze the characters and events they're studying.

RESIDENCY: Grades 4-8 | \$800/classroom\* (8 hrs.)  
Bring historical figures and events to life! This residency engages creative problem solving as students craft and perform episodes from their curriculum.

## EXPLORING ASTRONOMY THROUGH DRAMA

RESIDENCY: Grade 6 | \$600/classroom\* (6 hrs.)  
Students participate in interactive theatre games that reinforce their science curriculum. The residency culminates in performances of student-created scenes that identify misconceptions about Earth and the Universe and are intended to educate peers about important astronomy concepts and how they give rise to seasons, day and night, the phases of the moon, and other familiar phenomena. Contact us about additional science programs or opportunities to develop pilot programs.

## ZOMBIE MATH

RESIDENCY: Grades 6-12 | \$800/classroom\* (8 hrs.)  
Students explore the real-world applications of Algebra & Geometry by writing and performing original scenes that educate peers about how the math they're learning in school could one day save their lives in the event of a zombie apocalypse. After all, a spoonful of zombies makes the math go down.

\*CLASSROOM indicates up to 30 students. WORKSHOPS (single-session), and RESIDENCIES (in-depth, multi-session) take place at your location. No bus required!

COVER: Johnny Appleseed touring show; REVERSE: StoryTime Theatre: Skyhigh Tales touring show, Kallia's Metamorphosis student matinee (photo: Joey Kelso McStoots)  
INSIDE: Discover Drama; Relational Aggression residency, Jack and the Beanstalk residency, Celebrate Black History matinee post-show workshop



Commonwealth Theatre Center is home to the  
**Walden Theatre Conservatory**  
a nationally renowned acting program offering  
intensive classes and a full season of performances to  
young people, ages 5-18. No audition required to enroll.



SHUBERT  
FOUNDATION

JOHN J. DILLON  
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