

**AGREEMENT  
BETWEEN  
DRAMA BY GEORGE LLC  
AND**

**JEFFERSON COUNTY BOARD OF EDUCATION**

THIS AGREEMENT ("Agreement"), entered into by and between Drama by George LLC ("Drama by George"), a Kentucky limited liability company with its principal place of business at 1236 Lexington Road, Suite 102, Louisville, KY 40204 and the Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), a political subdivision of the Commonwealth of Kentucky with its principal place of business at 3332 Newburg Road, Louisville, KY 40232, is for the purposes as hereinafter set forth.

WHEREAS, Drama by George provides *Real Life Drama* (the "Project"), a series of eight 50-minute workshops that use the power of drama to equip middle and high school students with the skills they need to resolve conflicts and manage anger; and

WHEREAS, the Project contemplated by this Agreement is of mutual interest and benefit to Drama by George and JCPS.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and Drama by George (individually, a "Party" and collectively, the "Parties") agree as follows:

**Drama by George will:**

- Conduct eight (8) *Real Life Drama* sessions with a maximum of 30 students per session beginning no earlier than January 11, 2017 at Valley High School, on dates to be scheduled by mutual agreement of Valley High School and Drama by George.
- Require all Drama by George employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Drama by George employees/volunteers/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered for the performance of services under this Agreement:
  - Any conviction for sex-related offences;
  - Any conviction for offenses against minors;
  - Any conviction for felony offenses, except as provided below;
  - Any conviction for deadly weapon-related offenses;

- Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
  - Any conviction for violent, abusive, threatening or harassment related offenses;
  - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- Submit a Research Request using the JCPS Data Request Management System (DRMS) if the Project or any related data will be used for research purposes. Drama by George agrees to comply with JCPS requirements for research projects. Drama by George understands that JCPS approval does not guarantee that Valley High School or any individuals will agree to participate—it simply means that all human subject protection aspects of the research process are in place. It will be the responsibility of Drama by George to demonstrate why participation has more value than a burden to Valley High School. Although JCPS Data Management and Research will approve or not approve the research, teachers, principals, and school councils have final authority to agree or not to participate in any external research. All external research needs to have the permission from the JCPS Data Management Office BEFORE schools are approached by the researchers.

If the performance of this Agreement involves the transfer by JCPS to Drama by George of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act (“FERPA”), Drama by George agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this Agreement, “FERPA” includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than Drama by George and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of Drama by George to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of Drama by George having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
- Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by Drama by George for the Project.

**JCPS will:**



- Upon approval of JCPS Data Management and Research and Valley High School, provide pre- and post- data as follows:

Pre- data collected by Teacher of Record and organized by Valley High School CART resource teacher will be provided by January 12, 2017. Post- data collected by Teacher of Record and organized by Valley High School CART resource teacher during the eight (8) week session program during 4th grading period and provided by March 10, 2017.

- Data collected and reported will include:
  - a. GPA
  - b. Attendance
  - c. Referrals
  - d. Teacher progress report data on:
    - i. On-task/focus
    - ii. Follows class rules
    - iii. Controls anger

**2. Period of Performance:** Performance under this Agreement shall begin no earlier than January 11, 2017 and shall not extend beyond June 30, 2017 (the "Term") unless the Term is further extended for an additional period under terms and conditions as may be mutually agreed upon in writing.

**3. Compensation; Payment:** As compensation for the Project, JCPS agrees to pay Drama by George \$400 (the "Contract Amount") for a total of eight (8) workshops, which amount will be paid in full no later than the final workshop date. The Contract Amount shall be for total performance of the Project and includes all fees, costs and expenses incurred by Drama by George including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs. In the event of severe weather or related emergencies affecting any workshop, Drama by George will reschedule the workshop at no additional charge. Rescheduling of a workshop for any other reason after this Agreement is signed is subject to availability and will incur a surcharge of \$50 per rescheduled workshop. If Valley High School cancels all unperformed workshops at any time after this Agreement is signed, JCPS agrees to pay Drama by George a cancellation fee equal to 33% of the total Contract Amount.

Payment of the Contract Amount will be provided upon receipt of an invoice by JCPS. The invoice shall be submitted to:

Catherine Tinsley  
Valley High School  
10200 Dixie Highway  
Louisville, KY 40272.

**4. Termination:** The Agreement may be terminated by either Party with or without cause upon no less than 60 days written notice to the other Party. This Agreement may be terminated immediately by

either Party upon ten business days written notice to the other Party for its failure to cure a material breach of this Agreement.

5. **Modification:** No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon.

6. **This Agreement:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile or .pdf. The Parties agree that Facsimile or .pdf copies of signatures have the same effect as original signatures.

7. **Independent Parties:** JCPS and Drama by George are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each Party shall, however, be liable for any negligent or wrongful acts of its own employees, agents, students and invitees. Drama by George shall be an independent contractor of JCPS for all purposes of this Agreement. Nothing in this Agreement is intended to create a partnership, an employer-employee relationship, or a joint venture relationship between JCPS and Drama by George or any individuals assigned to this Project by Drama by George, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes.

8. **Indemnification; Insurance:** Drama by George shall (a) hold harmless, indemnify, and defend JCPS and its Board 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 Drama by George and any personnel assigned to this project by Drama by George, in connection with the performance of this Agreement. Unless waived in writing by JCPS, Drama by George shall maintain during the Term 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 workers compensation coverage with limits required by law. Drama by George shall furnish to JCPS certificates of insurance evidencing this coverage and naming JCPS as an additional insured.

9. **Equal Opportunity:** During the Term, Drama by George 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 Agreement 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 incorporated by reference into and made a part of this Agreement.

10. **Entire Agreement:** The Agreement, together with any amendment or modifications that may hereafter be agreed to by the Parties in accordance with ARTICLE 5 , constitutes the entire

understanding between the Parties with respect to the subject-matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

11. **Severability; Waiver.** If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

**Jefferson County Board of Education:**

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Donna M. Hargens, Ed.D  
Superintendent

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Date

**Drama by George LLC**



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George Halitzka, Member

12/1/16

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Date

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