

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:

Contractor shall provide workshops and touring shows for students at various schools, and student matinees that are performed at the Commonwealth Theatre Center's facilities. These programs will focus on self-confidence, teamwork, creativity, responsibility, and other topics important for childhood development. Dates and locations for all services shall be agreed upon by Contractor and each school. Commonwealth Theatre Center 2017-18 Programs and Pricing 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 amount shall not 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>Various funding sources</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 27, 2017 and shall complete the Services no later than June 30, 2018, 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 September 27, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 61-0702722

JEFFERSON COUNTY BOARD OF
EDUCATION

Commonwealth Theatre Center
CONTRACTOR

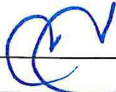
By: _____

By:  _____

Title: Martin A. Pollio, Ed.D.
Acting Superintendent

Title: Alison Huff
Managing Director

Cabinet Member: Dr. Carmen Coleman



(Initials)

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: Commonwealth Theatre Center will provide artists to perform interactive drama classes and performances for students.

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 Center

School or Department

Adrian Oldham

Signature of person making Determination

8/21/2017

Date

Commonwealth Theatre Center

Name of Contractor (Contractor Signature Not Required)

Requisition Number

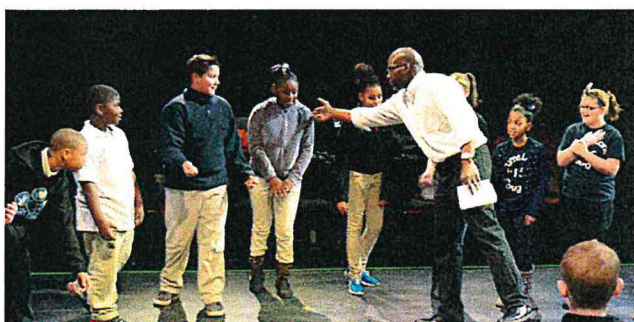
Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



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Residency Programs and Workshops

Residencies and Workshops provide teachers with engaging programming that ignites kids' imaginations and gets them excited about learning, and with merger, the organization is better equipped to work with all ages of young people—from early childhood and school readiness through high school math and humanities.

Discover Drama

WORKSHOP and RESIDENCY programs available.
Grades PreK–12 | Price varies by program. Call for info.

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 adapted to suit any age and many different disciplines.

Readiness Adventure

WORKSHOP: Grade PreK | \$125/session, 18 students max.

Construction Site: There's a lot to do on the construction site: fix a sign, count the bricks, and sort some mixed up materials. Luckily, there's a new construction crew ready to help: you! Teaching Artists, students, and classroom teachers enter the world of pretend to become characters—construction workers—and act out a story filled with challenges that build school readiness skills.



~~Early Childhood Skills-Building Residency~~

~~RESIDENCY: Grade PreK | \$2000/classroom, 20 students max. (10 hrs.)~~

Children use creative expression to act out a story guided by our Teaching Artists. Through pretend play, students experience social, emotional and academic growth – activating school readiness skills. Choose from:

Jack & the Beanstalk: Kids help Jack save the day as they climb together into an enchanted world of exciting characters and strange happenings. This story is active, filled with problems to solve, overcoming fears, and a surprising ending.

Little Red Hen: Kids endeavor to make bread with the Little Red Hen by caring for and processing grain, asking for help from reluctant neighbors and winding up in a gentle confrontation on feelings, choices, and behaviors.

StoryTime

WORKSHOP: Grades PreK-1 | \$125/session per classroom*

A lively storytelling program that uses interactive listening and the tradition of oral storytelling to build comprehension and language development—skills vital to early literacy. Children practice focused attention from a seated position and participate imaginatively, contributing sound and movement under the guidance of the storyteller.

Movement for Stories

WORKSHOP: Grades K-3 | \$250/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!

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 Bullying Behaviors Through Drama

WORKSHOP: Grades 3-12 | \$500/per classroom* (2 hrs.)

~~RESIDENCY: Grades 3-12 | \$200/hr. per classroom* (3+ hrs.)~~

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 their own connections to this topic.

~~Connecting Cultures~~




~~RESIDENCY: Grades 6-12 | \$200/hr. per classroom* (10+ hrs.)~~

The objectives of the program are to identify & analyze stereotypes, strengthen emotional literacy, and build community. Participants build trust & teamwork through theatre activities, learn elements of drama, and focus on written & verbal storytelling.

Exploring History Through Drama

WORKSHOP: Grades 4-8 | \$250/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.

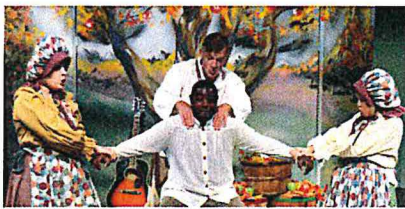


~~RESIDENCY: Grades 4-8 | \$1600/classroom* (8 hrs.)~~

Bring historical figures and events to life! This residency engages creative problem solving as students craft and perform episodes from their curriculum.



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Touring Productions and Student Matinéés

Touring productions can be paired with a *related* workshop or residency to deepen your students' viewing experience and understanding of the material. Student Matinéés are an opportunity for your classroom to see a main stage production live at Walden Theatre or the Brown Theatre (or alternative venues) featuring accomplished teen actors.

Touring Shows are performed by professional actors at your preferred location. Student Matinéés are performed at our facility (1123 Payne Street, 40204) and may be paired with pre- and post-show workshops. Student Matinéés are performed by talented young actors from the Walden Theatre Conservatory (Celebrate Black History is performed by a professional actor—see description of Nation In Crisis).

Student Matinéés

A Wrinkle in Time

SEP 28, 2017: Grades 3-7 | \$7/student

adapted by John Glore
from the novel by Madeline L'Engle

Meg Murray has had a rebellious attitude ever since her father disappeared. When a mysterious stranger tumbles into her life, Meg, her brother and a friend get pulled into the universe's fight against evil to find her missing father.

Touring Productions

Little Red Riding Hood

OCT-NOV 2017: Grades PreK-5 | \$1600, no student limit

by Geraldine Ann Snyder

Set in Louisville in the 1920s, Red Riding Hood must walk through Central Park to visit her ailing grandmother. Along the way, she encounters a washed-up pair of vaudeville comedians: Mr. Wolfie and his sidekick Mr. Moley. The duo's harebrained

The Crucible

OCT 19, 2017: Grades 6–12 | \$7/student

by Arthur Miller

In the rigid theocracy of Salem, rumors of women practicing witchcraft galvanize the town's fears and suspicions. When a young girl accuses Elizabeth Proctor of being a witch, a frenzied trial ensues. Written in 1953 and based on historical people and events, Miller's drama provided a mirror against the hysteria of the Red Scare in Cold War America.

Welcome to Wandaland

NOV 16, 2017: Grades 6–12 | \$7/student

by Ifa Bayeza

4th grader Wanda is on a mission to learn everything there is to know in the world so that she can pass an intelligence test and catapult into a newly desegregated "gifted" school. As she learns about Civil Rights, the Cold War, & the Space Race, her test mania collides with her understanding of her place in this world. This play contains mature content. Please contact us for more information.

The Trojan Women

FEB 1, 2018: Grades 6–12 | \$7/student

by Euripides, translated by Edith Hamilton

The women of Troy are left homeless and await sale as slaves after their husbands are murdered and children stolen by a war in which they had no say. As our world contends with the greatest refugee crisis since WWII, this ancient Greek play is a haunting reminder of the repetition of history's worst moments.

Celebrate Black History

FEB 2018: Grades 4–8 | \$7/student

In honor of Black History Month, we host a performance of Nation In Crisis (see description under "Touring") and afterwards, audiences participate in a workshop that deepens understanding while linking history to current events.

attempts to steal Red's basket of goodies results in a hilarious sequence of events! Produced by special arrangement with Dramatic Publishing, Woodstock, Ill.

StoryTime Theatre

Grades PreK–5 | \$500, 250 students max.

A performance + Q&A session grows comprehension of literary genre. Shows feature a set & props hand-made from familiar objects, demonstrating that resourcefulness is a gateway to creative expression.

Fables: Anything But Aesop

JAN–MAR 2018

by Mera Kathryn Corlett

Aesop is perhaps the most famous fabulist in history, but this is not a show about him! A lively troupe of actors is determined to perform fables from all over the world as long as they are not from Aesop. This educational 30- min. play brings to life stories from Brazil, China, Ghana, and India.

A Molly Whuppie Adventure

APR–MAY 2018

Molly Whuppie is the spunky heroine at the center of dangerous and wondrous adventures in Appalachia. In this tale, Molly falls into a magical world where her bravery and kindness among fantastical creatures bring reward.

Nation in Crisis

JAN–MAR 2018: Grades 4–8 | \$500, 250 students max.

by Keith McGill

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.