

**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 Kentucky Shakespeare, Inc. (hereinafter "Contractor"), with its principal place of business at 323 West Broadway Suite 401, Louisville, KY 40202.

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 performances and assemblies, in-class workshops, and residencies to various schools that focus on self-confidence, teamwork, creativity, responsibility, and other topics important for childhood development. Programming will be aligned to Common Core Standards. Workshops shall cost \$250 per session and shall be defined as single-session units. Residencies shall be defined as units that exceed one session. These residencies shall be priced at \$250.00 for the first session and \$100.00 for each additional session. Dates and locations for all services shall be agreed upon by contractor and each school. Kentucky Shakespeare 2017-18 Programs and Pricing is attached and incorporated herein by reference.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in conjunction with the services performed under this Contract and that no materials will be developed specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering into this Contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the Contractor.

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 \$20,000</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</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Various Family Resource/Youth Service Centers</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: 61-6036654

JEFFERSON COUNTY BOARD OF
EDUCATION

Kentucky Shakespeare, Inc.
CONTRACTOR

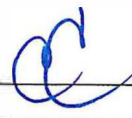
By: _____

By:  _____

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

Title: Matt Wallace
Producing Artistic 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: Kentucky Shakespeare will provide artists to perform drama workshops 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

Date

9/1/2017

Kentucky Shakespeare, Inc.

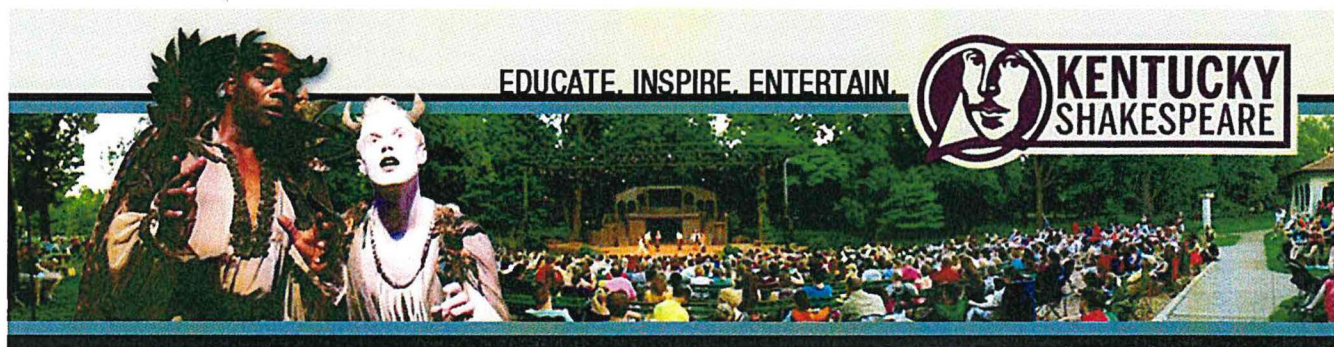
Name of Contractor (Contractor Signature Not Required)

Requisition Number

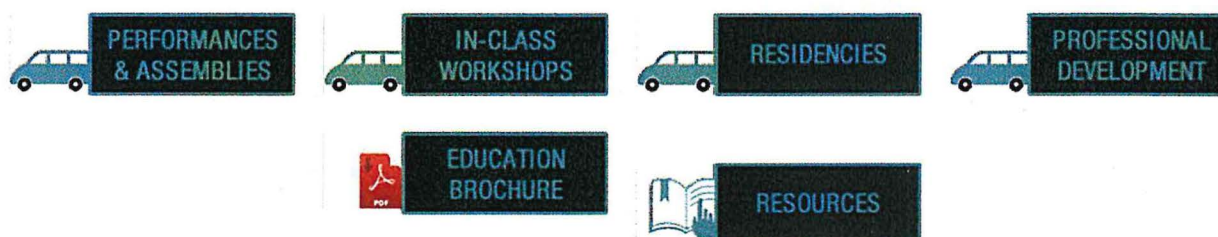
Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



[HOME](#) [GET INVOLVED](#) [EVENTS](#) [EDUCATION](#) [ABOUT US](#) [CONTACT US](#)



PERFORMANCES & ASSEMBLIES

A Midsummer Night's Dream (Full Production)

Spring Tour March Through May 2018 ONLY

Grades: 6-12

Maximum # of students: 1,000

Price - \$1,000

Description

Shakespeare's classic comedy performed with six actors in under 90 minutes. A short talkback, included in the runtime, provides students the opportunity to analyze and interpret the play while making connections across the arts and cultures.

***Interactive, post-production workshops are also available upon request for a small additional fee.**

Twelfth Night: Two-Actor Tour

Grades: K-8

Maximum number of students: 250

Price: \$450

Description

Shakespeare's famous characters are brought to life in this dramatic two-person performance. Students will be engaged through the opportunity to participate alongside the actors in a performance that focuses on conflict resolution and healthy relationships.

Boy Meets Girl Meets Shakespeare

Grades: 4-12

Maximum number of students: 250

Price: \$450

Description

This versatile workshop/performance covers three scenes from three Shakespearean plays cushioned on all sides with guided instruction and interactive discussion between students and our Artist Educators.

Ira Aldridge: Pioneer of the Stage

Grades: 4-12

Maximum number of students: 250

Price: \$450

Description

This member of our "Living History" series introduces students to Aldridge, the first African American actor to portray Shakespeare's leading men on stage. The story follows Aldridge's journey as he breaks from the confines of racism in the 1800s, using his stage to speak out against slavery and racial injustice. *Note: This performance contains multimedia elements. Projection capabilities required.

Living History: Chronicles of the Commonwealth

Grades: 4-12

Maximum # of Students: 250

Price: \$450

Description

As part of our 'Living History' series, Kentucky Shakespeare presents '*Chronicles of the Commonwealth*,' an overview of Kentucky's history from its founding to its involvement in the Civil War. Through the use of journals and other primary source documents, our Artist Educators are able to bring the story of the Commonwealth to life in a fun and an interesting way.

Our Artist Educators present the following Content/Events/Eras Covered: Pre-historic Periods, The Great Dying, The Men & Women of Frontier Kentucky, Daniel Boone, Lewis and Clark and York, Abraham Lincoln, The Civil War, The Hatfields & McCoys, Stephen Foster, and Kentucky State Facts.

Living History: We the People

Grades: 4-12

Maximum number of students: 250

Price: \$450

Description

This 60-minute performance focuses on the history of the United States of America and our rights and responsibilities as members of a democratic society. Our Artist Educators bring primary source documents to life, giving students the opportunity to 'meet' these historic figures and 'see' how they helped sculpt the society in which we live today. This program consists of two performance options focusing on different curriculum content.

Historical content covered:

- - Road to the Revolutionary War (including the Boston Tea Party, Coercive Acts, Patrick Henry, Thomas Paine, Congressional Congresses, and the Declaration of Independence.)
- - Formation of a new government (Articles of Confederation, Constitution and the Bill of Rights)
- - Manifest Destiny (including Indian Removal Act and the Trail of Tears)
- - Westward expansion (Homestead Act, Transcontinental railroad, Immigration, Native Americans and reservations, Chief Crazy Horse)
- - Social Reforms (including Dorothea Dix, Horace Mann, Seneca Falls Woman's' Rights Convention)
- - Abolition vs. Anti-Abolition
- - Civil War
- - The end of Slavery (Amendments 13-15)
- - Progressive Movement (Carrie Chapman Catt, Woman's right movement, Jane Addams and the Hull House, Jacob Riis Photography, Upton Sinclair's "The Jungle")
- - WWII (Japanese internment camps, Fascism, and escalation into the war)
- - The Red Scare (Communism, McCarthy, and Senator Margaret Smith's Address to Congress)
- - The 1960's (Civil Rights Movement, sit-ins at Woolworths, Martin Luther King's "I have a Dream", Vietnam)
- - Social Media and our First Amendment Rights

For more information or to schedule one of our arts education programs contact:

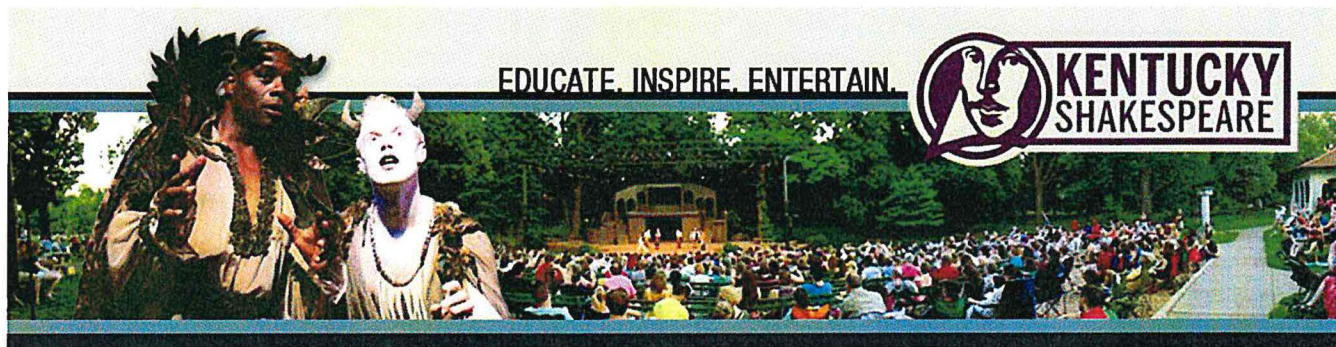
Hannah Pruitt, Education Programs Manager

(502) 574-9900

hannah@kyshakespeare.com

Share this:





[HOME](#) [GET INVOLVED](#) [EVENTS](#) [EDUCATION](#) [ABOUT US](#) [CONTACT US](#)



IN-CLASS WORKSHOPS

Bard Buddies: *Twelfth Night*

Grades: K-5

Maximum number of students: 30

Price: \$250

Description

Shakespeare and primary students become the best of buddies in this one-hour interactive workshop. Our Artist Educator spins the story of Shakespeare's *Twelfth Night* while guiding the students through acting out the play. Students explore character, dialogue, theme and technical elements of theatre to build teamwork skills, vocabulary, self-confidence and a growing love of Shakespeare.

Fairy Tales from Around the World

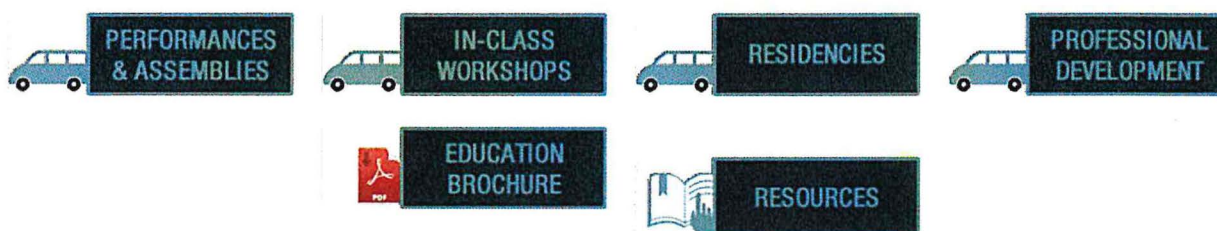
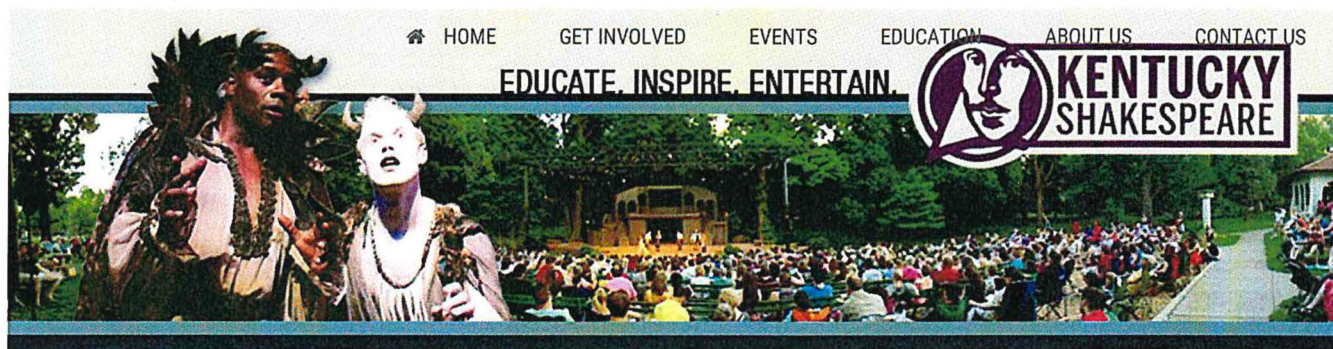
Grades: PK-3

Maximum number of students: 30

Price: \$250

Description

This program allows for our Artist Educators to introduce drama through familiar fairy tales from all across the globe - Denmark, Italy, Russia, France, and Greece just to name a few! Students will have the opportunity to learn the history behind these famous tales prior to each performance, and the class will conclude with an interactive discussion of the morals being portrayed. Perfect for younger students, this program teaches the importance of hard work, honesty, self-confidence and much more!



RESIDENCIES

If you can dream it, we can build it. Our in-school and after-school workshops and extended residencies provide targeted experiential learning built to meet your needs. Choose from any of the workshops in our catalog or have us design one specifically for you!

Prices vary by number of Sessions and Duration. Maximum # of Students for each residency hour is 30.

Staging Shakespeare

Grades 4-12

Our signature workshop will use Shakespeare as a base to introduce drama, the rehearsal process, and teamwork to students. Students create their own uniquely staged, student-driven performance piece.

Acting Fundamentals

Grades K-12

Follow the history of acting while the fundamentals of the craft through group improvisational exercises led by our Artist Educator.

Renaissance Dance

Grades K-12

Learn and perform the social dances of Shakespeare's Day including the Pavanne, Gathering Peascods, and more!

Stage Combat

Grades 4-12

Students learn how to safely perform a staged fight using hand-to-hand combat and sword play.

Conflict Resolution

Grades 4-12

Our trained Artist Educator leads group activities focusing on affirmation, communication, cooperation, and strategies to deal positively with conflict.

Mathematics of Shakespearean Design

Grades 6-8

Student groups analyze a Shakespearean scene and employ the real world applications of mathematical concepts including fractions, ratios, and measurement conversions to design a 2-D rendering or a 3-D model for different stage types. (Minimum of 5 sessions)

Hip-Hop Shakespeare

Grades 6-12

Students explore Shakespeare's sonnets and verse alongside contemporary music to discover rhythm, poetry, and language.

For more information or to schedule one of our arts education programs contact:

Hannah Pruitt, Education Programs Manager

(502) 574-9900

hannah@kyshakespeare.com

Share this:



[Leave a Reply](#)

You must be [logged in](#) to post a comment.