

**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 (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 which will focus on self-confidence, teamwork, creativity, responsibility, and other topics important for childhood development. Programming will be aligned to Kentucky Academic Standards. Workshops shall cost \$250 per session. These residencies shall be priced at \$250 for the first session and \$100 for each additional session. Dates and location for all services shall be agreed upon by contractor and each school. Kentucky Shakespeare 2018-19 Programs and Pricing is attached and incorporation herein by reference.

Notwithstanding Article XII, The Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentations, 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 this Contract and the Board may not reproduce an 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 not to 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 Resources/Youth Service Center</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 17, 2018 and shall complete the Services no later than June 30, 2019, 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. If this Contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a

background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- H. 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 October 17, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 61-6036654

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Kentucky Shakespeare
CONTRACTOR

By: _____

Title: Matt Wallace
Producing Artistic Director

mw
9.13.18

Cabinet Member: Dr. Carmen Coleman

CL

(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 for performances and drama workshops 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.

Gwen Goffner, Director

Print name of person making Determination

Family Resource Youth Services Center

School or Department

Gwen Goffner

Signature of person making Determination

Date

8/30/18

Kentucky Shakespeare

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

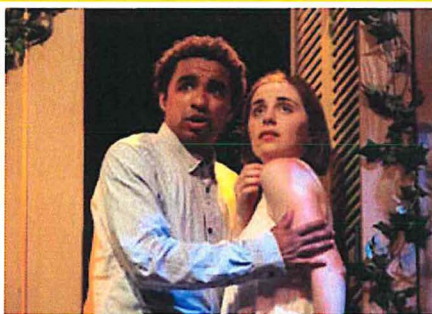


2018 - 2019 EDUCATION PROGRAMS



**KENTUCKY'S
LARGEST
IN-SCHOOL
TOURING ARTS
PROVIDER!**

Hear it. See it. Do it!



(502) 574-9900
kyshakespeare.com

PERFORMANCES

SHAKESPEARE

Taming of the Shrew: Two-Actor Tour

GRADES: K-8

Maximum # of Students: 250

\$450

Duration: 50 minutes

Two of Shakespeare's strongest characters square off in a battle of wits as the scheming Petruchio faces the headstrong Kate. Shakespeare's classic comedy highlights relationship dynamics, self-respect, character and identifying bullying behavior alongside healthier alternatives.

- Conflict Resolution and Healthy Relationships
- Self-Esteem and Self-Respect
- Interactive/Audience Participation
- Universal Themes
- Anti-Bullying
- In-Depth Guided Q&A

Macbeth: Spring Tour

GRADES: 6-12

Maximum # of Students: 1,000

\$1,000

Duration: 90 minutes

"Something wicked this way comes" in Shakespeare's tragedy of a couple broken by their unchecked ambition and quest for power. Performed with six actors in 90 minutes. A short talkback, included in the runtime, provides students the opportunity to analyze and interpret the play.

- Audience Connection and Relevance
- Universal Themes
- Conflict Resolution and Healthy Relationships
- In-Depth Guided Q&A
- Anti-Bullying

Boy Meets Girl Meets Shakespeare

GRADES: 4-12

Maximum # of Students: 250

\$450

Duration: 50 minutes

Kentucky Shakespeare actors perform three selections from *Taming of the Shrew*, *Macbeth* and *Henry VI, part II*—a comedy, tragedy and history—with active discussion with the audience between each scene, focusing on content, structure, relationships, comprehension, language and theme.

- Guided Discussion throughout Performance
- Interactive/Audience participation
- Elements of Plot, Story and Character
- Universal Themes
- Conflict Resolution and Healthy Relationships

PERFORMANCES

LIVING HISTORY

Living History: We The People

GRADES: 4-12

Maximum # of Students: 250

\$450

Duration: 50 minutes

Using primary source documents, our professional actors bring key events from United States history to life, with focus on our rights and responsibilities as a democratic society today. We the People asks students to reflect on America's formation, ask questions and consider civic action in their own communities.

• **Content/Events/Eras Covered:** *Road to the Revolutionary War, Formation of a New Government, Westward Expansion, Social Reforms, Abolition, Civil War, Amendments 13-15, Progressive Movement, WWII, The Red Scare, Civil Rights Movement, Social Media and First Amendment Rights*

Living History: Kentucky History

GRADES: 4-12

Maximum # of Students: 250

\$450

Duration: 50 minutes

Journey through time with our actors as they uncover the impressive history of Kentucky, using primary source documents to discover a state rich with oral traditions, diverse geography and vital involvement in making our nation great.

• **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, Kentucky State Facts*

Voice of Social Change: Ira Aldridge

GRADES: 4-12

Maximum # of Students: 250

\$450

Duration: 50 minutes

The perfect blend of history and Shakespeare! Against the backdrop of racial injustice during the 1800s, Ira Aldridge became the first African American to perform Shakespeare's leading men. This one-man show inspires students to utilize their powers of creative expression to overcome life's obstacles and continue the march toward civil rights.

**Note: This performance contains multimedia elements. Projection capabilities required.*

• **Content/Events/Eras Covered:** *African American History, Reconstruction Era, Historical Perspective, Cultures and Societies, Humanities, Language, Comprehension and Collaboration, Speaking and Listening, College and Career Readiness in Literacy*

BARD BUDDIES & FAIRY TALES



- Core Covered: Key Ideas and Details, Craft and Structure, Integration of Knowledge and Ideas, Comprehension and Collaboration, Presentation of Knowledge and Ideas, Vocabulary Acquisition and Use

- Study Guides with pre- and post-show activities available for all workshops.

Bard Buddies: Taming of the Shrew

GRADES: K-5

Maximum # of Students: 30

\$250

Duration: 50 minutes

With the help of our artist educator, your students perform the story of *Taming of the Shrew* with and for their peers in this fully interactive workshop. Students explore character, dialogue, theme and technical elements of theatre to build teamwork skills, vocabulary, self-confidence and a love of Shakespeare.

- Critical Thinking
- Creative Problem Solving
- Story and Drama Elements
- Performance for Peers
- Fully Interactive

Fairy Tales from Around the World

GRADES: PK-3

Maximum # of Students: 30

\$250

Duration: 50 minutes

Students learn about the history, culture and oral traditions surrounding fairy tales as they perform them with their classmates. This program is an excellent introduction to drama and storytelling as it blends folk tales, a variety of morals and lessons and self-confidence.

- Critical Thinking
- Creative Problem Solving
- Story and Drama Elements
- Performance for Peers
- Fully Interactive

WORKSHOPS & RESIDENCIES



Workshops & Residencies

GRADES: K-12

Maximum # of Students: 30

\$250/\$100

Duration: Customizable

CHOOSE FROM OUR MOST POPULAR OR BUILD YOUR OWN

If you can dream it, we can build it. Our in-school and after-school workshops and extended residencies provide targeted experiential learning 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.

All workshops include:

- Performance
- Full Interactivity and Engagement
- Critical Thinking/Creative Problem Solving

Staging Shakespeare

Grades 4-12

Our signature workshop introduces elements of Shakespeare and drama while practicing teamwork and problem solving. Students work through the rehearsal process using Shakespeare's text to create their own uniquely staged, student-driven performance piece. Shakespeare selections based on your classroom needs.

Hip-Hop Shakespeare

Grades 4-12

The great poets of our time pair up with the greatest writer of all time. Students explore Shakespeare's sonnets and verse alongside contemporary music to discover rhythm, poetry and language.

Acting Fundamentals

Grades K-12

Follow the history of acting while learning the fundamentals of the craft through group improvisational exercises led by our artist educator. Explore acting tools and techniques from rehearsal to performance.

Stage Combat

Grades 4-12

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

Renaissance Dance

Grades K-12

Learn and perform the social dances of Shakespeare's day including the Pavane, Gathering Peascods and more, led by our artist educator.

Conflict Resolution & Anti-Bullying

Grades 3-12

Our trained artist educators lead group activities focusing on affirmation, communication, cooperation and strategies to deal positively with conflict. Students learn to identify and interrupt bullying behavior without escalation.

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)

Professional Development

Kentucky Shakespeare's Professional Development brings the arts, theatre and creativity to the workplace. Workshops can be customized and built from the ground up. We work with your school's coordinator to create an individually designed experience to address the needs of your education team, including: arts implementation into teaching strategies, STEAM concepts and integration, teambuilding, cooperation and understanding, creative problem-solving and improvisation.

2018-2019 Program Pricing

PROGRAM	COST
The Taming of the Shrew: Two-Actor Tour (K-8)	\$450.00
Macbeth: Spring Tour (6-12)	\$1,000.00
Boy Meets Girl Meets Shakespeare (4-12)	\$450.00
Living History: We the People (4-12)	\$450.00
Living History: Kentucky History (4-12)	\$450.00
Voice of Social Change: Ira Aldridge (4-12)	\$450.00
Bard Buddies (K-5)	\$250.00
Fairy Tales from Around the World (PK-3)	\$250.00
Workshops and Residencies (K-12)	\$250: 1st hour/\$100: each additional hour
Professional Development	\$250: 1st hour/\$100: each additional hour

ASK ABOUT OUR MULTI-SHOW AND TITLE | DISCOUNTS!

NOTICE : Schools that are 120+ miles away may be subject to pay additional travel costs such as fuel and/or housing if an overnight stay is required.

Booking & Contact Info:

(502) 574-9900

education@kyshakespeare.com

www.kyshakespeare.com

