

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 123 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 2019-20 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 not to exceed \$15,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Each participating FRYSC will submit invoice after services are performed and services will be paid for by the schools FRYSC Units</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 August 14, 2019 and shall complete the Services no later than June 30, 2020, 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 August 7, 2019.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

Commonwealth Theatre Center
CONTRACTOR


By: _____

By:  _____

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

Gwen Goffner

Print name of person making Determination

Family Resource/Youth Service Center

School or Department

Gwen Goffner

Signature of person making Determination

Date

6/12/19

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

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: Grades 3–12 | \$250/hr. per classroom* (1-2 hrs.)

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

Students participate in character- & story-driven theatre exercises in fun, energetic sessions that introduce 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. Call for info.

Readiness Adventure

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

Honey Bee Flight: After meeting the queen, a group of young honey bees set out on their adventurous new job: finding pollen and nectar! With the help of an experienced forager bee, the new team learns waggle dance directions and collects treasures to bring home to the hive. Teaching Artists, students and classroom teachers enter the world of pretend to become the characters 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 sessions)

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 a 10-session program:

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, fears to overcome, 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.

The Pigs and the Wolf: As city-dwelling pigs with a working parent, kids jump into designing and building the new family home. This reimagined story asks children to weigh their wants and needs while managing resources and practicing real-life safety measures.

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 European, Latin American, and Huichol traditions.

Connecting Cultures

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

Objectives of the program are to identify & analyze stereotypes, strengthen emotional literacy, and build community between groups of different backgrounds and traditions. Participants build trust & teamwork through theatre activities, learn elements of drama, and focus on written & verbal storytelling.

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.

Theatre of the Oppressed

RESIDENCY: Grades 6-12 | \$1600/per classroom* (8 hrs.)

Grounded in the work of Augusto Boal, this residency empowers non-actors to examine societal and political issues by using theatre as a laboratory for social change. Through an exploration of Image and Forum Theatre, participants are able to engage in a safe dialogue about current events and hot button topics while establishing a sense of community, mutual respect, and understanding.

Resiliency

RESIDENCY: Grades 4-12 | \$3000/per classroom* (12 hrs.)

An in depth residency designed to build confidence, enhance emotional literacy, and introduce the concept of resilience as the natural counterbalance to the negative health outcomes associated with ACE's (adverse childhood experiences). Students will use multiple art forms to explore the meaning of resilience as well as practical steps that they can use to better cope with stress as they become more resilient. A minimum of 12 hours per classroom and teacher participation is strictly required.

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 the people and events to life! Students create episodic plays based on history and perform them in chronological order, illustrating cause and effect and boosting content retention.

Exploring Astronomy Through Drama

RESIDENCY: Grades 4-8 | \$1200/classroom* (6 hrs.)

Students participate in interactive theatre games that reinforce their science curriculum. Program culminates in performances of student-created scenes or monologues 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 new content areas.

Contact us about additional science programs or opportunities to develop pilot programs.

Exploring Math Through Drama

RESIDENCY: Grades 3-12 | \$1600/classroom* (8 hrs.)

Students explore the real-world applications of mathematics, beginner or advanced, by writing and performing original scenes that educate peers about how the math they're learning in school could one day save their lives. Younger students experience a land before time, where their math skills are the only thing standing between them and a hungry pack of raptors or a stampeding herd of diplodocuses. Older students imagine how math could one day save their lives in the event of a zombie apocalypse.

*Classroom indicates up to 30 students.

Workshops (single-session), and **Residencies** (in-depth, multi-session) take place at your location. No bus required!