



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

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WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

*Dr. Henry Webb, Superintendent of Schools*

***KCSD ISSUE PAPER***

**DATE:**

**September 21, 2018**

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve a contract with the Carnegie Visual and Performing Arts Center in order to provide a specialized workshop with formally identified Kenton County School District gifted and talented middle school students in the area of dance.**

**APPLICABLE BOARD POLICY:**

**01.11 General Powers and Duties of the Board**

**HISTORY/BACKGROUND:**

**The Carnegie Visual and Performing Arts Center has certified dance instructors who have experience working with gifted and talented dancers in order to promote their continued growth. This collaboration allows a gifted service plan option for students who have been formally identified in the area of dance. While it will be held at Twenhofel Middle School, it will involve students from across the district.**

**FISCAL/BUDGETARY IMPACT:**

**\$140.00 from the Gifted and Talented Budget**

**RECOMMENDATION:**

**Approve a contract with the Carnegie Visual and Performing Arts Center in order to provide a specialized workshop with formally identified Kenton County School District gifted and talented middle school students in the area of dance.**

**CONTACT PERSON:**

**Malina Owens**

\_\_\_\_\_  
*Principal*

*Malina Owens*  
\_\_\_\_\_  
*District Administrator*

*[Signature]*  
\_\_\_\_\_  
*Superintendent*

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



CONTRACT NO. 082918

**THE CARNEGIE VISUAL & PERFORMING ARTS CENTER  
COVINGTON, KENTUCKY**

This Agreement is executed as of August 29, 2018, by and between the **CARNEGIE VISUAL & PERFORMING ARTS CENTER, INC.**, a Kentucky non-profit organization ("The Provider"), and the **Kenton County School District, The Ascent Arts Program** ("The Contractor")

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. SERVICES.** The Carnegie hereby agrees to provide the following services during school to **Kenton County School District, The Ascent Arts Program** continuing through May of 2019. The Program(s) will be held on the date(s) indicated on Exhibit A (the "Program Date").

- The Carnegie will implement dance workshops for students identified as gifted and talented at **Twenhofel Middle School**.

**2. SERVICES FEE.** **Kenton County School District, The Ascent Arts Program** ("The Contractor), upon receipt of the invoices calculated and submitted; will pay The Carnegie Visual and Performing Arts Center ("The Provider") \$40 per contact hour as indicated on Exhibit A.

A minimum total amount of \$140.00 will be paid to the Carnegie. Invoices will be submitted prior to the payment dates indicated on Exhibit A and will be paid in full on or before the payment dates indicated on Exhibit A (the "Program Date").

**3. PROVIDER CONSENT AND COMPLIANCE TO RULES & REGULATIONS.** The Provider shall teach in a safe and careful manner and in compliance with all federal, state and local laws, ordinances, and rules and regulations. ("Rules and Regulations").

\_\_\_\_ Initials



extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to affect the original intent of the parties to the greatest extent possible.

**5.5 Governing Law.** This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules and with jurisdiction over any action related to this Agreement limited to courts located in Kenton County, Kentucky.

**5.6 Injunctive Relief.** The parties hereto agree that Carnegie may enforce this Agreement by seeking specific performance, without any necessity of the showing of irreparable harm or posting a bond, which requirements are hereby waived, and that by seeking specific performance, Carnegie shall not be precluded from seeking or obtaining any other relief to which it may be entitled.

**5.7 Captions; References.** The captions and Section headings used herein are for convenience only, shall not be deemed part of this Agreement and shall not in any way restrict or modify the context or substance of any provision hereof. All Section references herein shall refer to Sections of this Agreement unless the context otherwise requires.

**5.8 Further Assurances.** Each party hereby shall perform such further acts and execute such further agreements as may be reasonably required to carry out the provisions and intent of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**CARNEGIE VISUAL AND PERFORMING ARTS  
CENTER, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_  
("The Provider")

**Kenton County School District  
The Ascent Arts Program**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_  
("The Contractor")

drafted 8/29/18

Exhibit A  
Program Dates

Date	Day	Location	Time	Grade	Art Form	Program Title	Lesson Cost	Payment Due
12/5/2018	Tues	Twenhofel Middle School	9:00-12:30	mixed	Dance	Dance Ascent Program	\$140.00	
							<b>\$140.00</b>	<b>12/5/2018</b>

Kenton County School District

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_