



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

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

August 20, 2019

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 gifted and talented students in the area of dance from all middle schools.

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. The collaboration allows a gifted services plan option for students who have been formally identified in the area of dance. While it is hosted at Twenhofel Middle School, it will involve students from across the district.

FISCAL/BUDGETARY IMPACT:

\$140.00 from the Gifted and Talented budget

RECOMMENDATION:

Approval of a contract with the Carnegie Visual and Performing Arts Center in order to provide a specialized workshop with formally identified gifted and talented students in the area of dance from all middle schools.

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 Carla Egan Shannon Herold Jessica Jehn

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



CONTRACT NO. 082019

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

This Agreement is executed as of August 20, 2019, 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 2020. 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

4. NOTICES. Invoices and notices under this Agreement shall be sent to the following addresses:

If to "The Contractor: **Kenton County School District**
 The Ascent Arts Program
 1055 Eaton Drive
 Fort Wright, KY 41017

If to "The Provider": The Carnegie Visual &
 Performing Arts Center
 1028 Scott Blvd.
 Covington, Kentucky 41011
 T.859-491-2030

Notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified or registered mail, postage paid, to the other party at the address set forth above or to such other persons and address as either party may designate in writing.

5. MISCELLANEOUS.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreements between them respecting any matter covered by this Agreement. To the extent there are any conflicts between terms stated herein and terms stated in any letter of proposal or other document or correspondence related to this Agreement or to the Program, the terms herein shall control.

5.2 Assignment. This Agreement shall not be assigned by "The Provider" without the express written consent of "The Contractor".

5.3 Force Majeure. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be responsible to the other for failure to perform any provision of this Agreement arising from cause beyond its control, including but not limited to floods, civil disturbances, war, riot, acts of God, governmental rules, laws or actions, fires and embargoes. If such a situation should arise, this Agreement may be terminated by either party upon written notice to the other by registered mail, in which event both parties shall be relieved of any responsibility under this Agreement.

5.4 Severability. If a court in any proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the

____ 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")

____ Initials