

DATE:

September 14, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Carnegie Theater for Piner Elementary for a 10-day workshop session in grades K, 1 and 2. They will work with students on creating, performing, and responding to theater elements that connect with the Visual and Performing Arts standards.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

01.2

HISTORY/BACKGROUND:

The Carnegie Theater will work with students on creating ideas for their theatrical work, plan out the execution of how they will act out their work, and visualize and create artistic elements to be added to their performance. This will deepen students understanding of the concepts learned in the course, aligned to Standards TH:CRI.1.6, TH:CR2.1.1, and THCR3.1.

FISCAL/BUDGETARY IMPACT:

\$0/paid for by AIM grant

RECOMMENDATION:


Approval to Approve the contract with Carnegie Theater for Piner Elementary for a 10-day session from October 17-28. They will work with students on creating, performing, and responding to theater elements that connect with the Visual and Performing Arts standards.

CONTACT PERSON:

Lori McQueary, Art Teacher, Tiffany Burris, Principal


Principal/Administrator


District Administrator


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.



CONTRACT NO. 101022

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

This Agreement is executed as of October 10, 2022, by and between the **CARNEGIE VISUAL & PERFORMING ARTS CENTER, INC.**, a Kentucky non-profit organization ("The Provider"), and **Piner Elementary School** ("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 at **Piner Elementary School** continuing through October 2022. The Program(s) will be held on the date(s) indicated on Exhibit A (the "Program Date").

- The Carnegie will implement theatre residencies designed to reinforce Arts and Humanities curriculum at **Piner Elementary School**.
- The Carnegie will design, communicate, prepare, travel, purchase necessary supplies and instruct each workshop.

2. SERVICES FEE. **Piner Elementary School** ("The Contractor), upon receipt of invoices calculated and submitted by The Carnegie ("The Provider"); will pay The Carnegie ("The Provider") the following fees:

- \$60 per contact hour.

A minimum total amount of \$1800 will be paid to The Carnegie. Invoices will be submitted prior to the first day of the program and will be paid in full on or before the payment date 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").

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

If to "The Contractor": **Piner Elementary School**
2845 Piner Ridge Road
Morning View, KY 41063
Contact: Lori McQuery

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

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

____Initials

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 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")

Piner Elementary School

By: _____

Title: _____

Date Signed: _____
("The Contractor")

____ Initials

drafted 8/8/22

Exhibit A
Program Dates

Piner Elementary

Day	Month	Date	Grade	Location	Time	Art Form	Title	Pay	Payment Due
Mon	Oct	17	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Mon	Oct	17	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Mon	Oct	17	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Tues	Oct	18	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Tues	Oct	18	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Tues	Oct	18	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Weds	Oct	19	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Weds	Oct	19	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Weds	Oct	19	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Thurs	Oct	20	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Thurs	Oct	20	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Thurs	Oct	20	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Fri	Oct	21	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Fri	Oct	21	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Fri	Oct	21	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Mon	Oct	24	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Mon	Oct	24	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Mon	Oct	24	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Tues	Oct	25	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Tues	Oct	25	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Tues	Oct	25	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Weds	Oct	26	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Weds	Oct	26	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Weds	Oct	26	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Thurs	Oct	27	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Thurs	Oct	27	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Thurs	Oct	27	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	
Fri	Oct	28	1st	Piner Elementary	9:00-9:45	Theatre	Fables with a Twist	\$60.00	
Fri	Oct	28	2nd	Piner Elementary	9:50-10:35	Theatre	Fables with a Twist	\$60.00	
Fri	Oct	28	K	Piner Elementary	10:40-11:25	Theatre	Fables with a Twist	\$60.00	

\$1,800.00

10/28/2022

Lori McQuery

Signature: _____

Date Signed: _____