

Franklin County School District | It's about ALL kids.

## Issue Paper

**DATE:**

September 15, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Piner Elementary School is seeking to approve a contract with Cincinnati Landmark Productions for the 2022-23 school year

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Piner Elementary provides music, arts, dance and theatre exposure to students in all grades. This year, Piner Elementary is participating in the grant-funded AIM Program. The AIM grant funds will be used for a performance of the Madcap Puppets to give students real world experience as audience members of a live theater performance. Students will reflect on the process of creating a performance and analyze the performance they will see using the elements of storytelling, art, and drama with connections to literacy in the classroom. The performance date is 03/31/23.

**FISCAL/BUDGETARY IMPACT:**

\$0

**RECOMMENDATION:**

Approval to Piner Elementary is seeking to approve a contract with Cincinnati Landmark Productions for the 2022-23 school year.

**CONTACT PERSON:**

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.

## Quote for Piner Elementary

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**Dylan Shelton, Artistic Director of Madcap Puppets, a division of Cincinnati Landmark Productions is pleased to offer a program for Piner Elementary.**

Madcap Puppets will present *Fantastic Fairy Tales* at Piner Elementary  
2845 Piner Ridge Rd.  
Morning View, KY 41064

*Fantastic Fairy Tales* will be presented on:

March 31, 2023

At

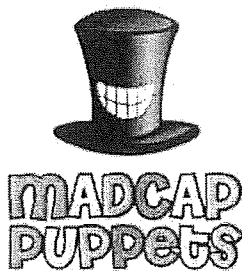
9:30am

The contact person for the program is Lori McQueary.

[lori.mcqueary@kenton.kyschools.us](mailto:lori.mcqueary@kenton.kyschools.us)

The total for the performance will be \$645.

Thank you,  
Dylan Shelton



## Performance Contract

3064 Harrison Avenue  
Cincinnati, OH 45211  
(513) 921-5965

Email: [booking@madcappuppets.com](mailto:booking@madcappuppets.com)

**Organization:** Piner Elementary  
**Phone:** 859.356.2155  
**Performance Address:** 2845 Piner Ridge Rd.  
Morning View, KY 41063

**Contact:** Lori McQueary  
**Contact Phone:**  
**Contact Email:** [Lori.mcqueary@kenton.kyschools.us](mailto:Lori.mcqueary@kenton.kyschools.us)  
**Mailing Address:** Same

Please reference #INV-1286  
on remittance checks.

**Show:** Fantastic Fairy Tales  
**Show Date(s):** March 31, 2023  
**Time(s):** 9:30am  
**Balance:** \$645

Please sign and return contract, map & directions by November 15, 2022.

This Performance Contract is entered into as of September 14, 2022 by and between Madcap Puppets ("Madcap Puppets and Education LLC") and Piner Elementary ("Organization/Employer") pertaining to the performance by Madcap Puppets of a Puppet Theatre performance for Organization/Employer.

1. **Performance:** Madcap Puppets hereby agrees to present a puppet theatre performance for Organization/Employer pursuant to the terms set forth above.
2. **Additional Responsibilities:** The Organization/Employer agrees to provide the following:
  - (a) A cleared flat area that is 20' x 20' x 10' with audience on floor or in theatre seats
  - (b) At least one working electrical outlet, a rectangular table and several chairs
  - (c) A brief introduction before the show
  - (d) Unless otherwise agreed upon at time of booking, performers will arrive to set up one hour prior to the performance time and depart one hour following the performance. If performers are required to arrive more than one hour in advance, additional fees will apply.
3. **Invoice:** The included invoice is pursuant to the terms set forth in Section 5. Unless otherwise set forth in Section 5, you will not receive a separate bill for any unpaid charges.
4. **Deposit:** Deposit is waived. **Performance is not guaranteed until contract and map are returned to Madcap Puppets.**
5. **Payment:** The fee, less your deposit, will be due on the Performance Date. Understanding that full and timely receipt of the compensation is of the essence, the Organization/Employer hereby agrees that payment is to be delivered to Madcap Puppets on or before the Performance Date. If payment is not made when due Madcap Puppets will submit a bill for the unpaid charges and a finance charge will be assessed at the rate of 1.5% per month on the unpaid balance from the date when due regardless of when the notice was sent.
6. **Cancellation/Rescheduling:** If Organization/Employer desires to cancel or reschedule a contracted performance(s), it must provide Madcap Puppets with at least six weeks notice prior to the date of the performance(s). If Organization/Employer fails to provide such notice, then Organization/Employer shall remain liable to Madcap Puppets for the full fee of the performance(s). However, if a contracted performance is cancelled due to snow closing day or severe illness of the performance(s) attendees (e.g. school-wide illness), then Organization/Employer shall be liable only for the deposit it paid for the performance(s). In the event a contracted performance(s) is cancelled due to circumstances attributable to Madcap Puppets or due to otherwise unforeseeable conditions outside of the control of either party (with the exception of snow closing day or illness as set forth above), then Organization/Employer shall reschedule the contracted performance(s) to a mutually agreeable date and time with Madcap Puppets. In the event the performance(s) cannot be rescheduled, then Organization/Employer shall be entitled to a refund of its deposit, if any, and will not be liable to Madcap Productions for the performance fee.

**Handwritten changes to the date and/or time of this contract will not be honored.  
If you wish to make changes, please notify us at [booking@madcappuppets.com](mailto:booking@madcappuppets.com).**

7. **Recordings:** No audio or video recording may be made of the performance(s) without the prior written consent of Madcap Puppets.
8. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without giving effect to choice or conflicts of law principles the effect of which would cause the application of the domestic substantive laws of any other jurisdiction). This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original but together shall constitute one and the same agreement. This Agreement constitutes the full and entire understanding and agreement among the parties hereto with respect to the subject matters hereof and thereof, and any and all other written or oral agreements existing prior to or contemporaneously herewith are expressly superseded and cancelled.

**Show:** Fantastic Fairy Tales


**Time:** 9:30am

**Date:** March 31, 2023

**Fee:** \$645

**MADCAP PUPPETS AND EDUCATION LLC**

**ORGANIZATION/EMPLOYER**

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

Print Name: Dylan Shelton

Title: Artistic Director

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

Print Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

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

1) Where is the show going to take place? Auditorium / Gym / Cafeteria / Stage / Floor / Meeting Room / Outdoors / Other

If other, please describe: \_\_\_\_\_

2) What is the address of the performance location? \_\_\_\_\_

3) At what time does your location: Open? \_\_\_\_\_ Close? \_\_\_\_\_ Dismiss? \_\_\_\_\_

4) Who will show our performer(s) the performance space? \_\_\_\_\_

5) Where should they meet that person? \_\_\_\_\_

6) What is going on in the space the hour before AND after the show? \_\_\_\_\_

7) When will the audience arrive in the performance space? \_\_\_\_\_

8) Where will the audience be seated? \_\_\_\_\_

9) Will the actors encounter any obstacles during load-in? (stairs, elevators, etc.) \_\_\_\_\_

10) Please provide the name & phone number (not a school number) of someone we can contact in the event of an emergency: \_\_\_\_\_

11) Please review the map and directions that are attached and make changes as needed.

**Reminders:**

- 1) The performance, including a short Q&A immediately afterwards, will last approximately 1 hour.
- 2) All payments should be mailed to Madcap; the deposit within 30 days of contract and the balance prior to or on the date of the performance.

\_\_\_\_\_  
Name of person filling out confirmation

\_\_\_\_\_  
Title

## Map and Directions

Piner Elementary, Morning View, KY From studio approx. 45 minutes

75S. Take exit 171 for KY-14/KY-16 toward Verona/Walton (0.3 mi). Turn left onto KY-14 E/KY-16 E (0.8 mi). Turn right onto KY-14 E/US-25/S Main St. Continue to follow KY-14 E/US-25 (3.5 mi). Turn left onto KY-14 E/Bracht-Piner Rd. Continue to follow KY-14 E. Destination will be on the left (3.4 mi).

