

**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 Drama by George LLC (hereinafter "Contractor"), with its principal place of business at 743 E. Broadway, Unit 270, Louisville, KY 40202-1711.

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 perform performances, workshops and residencies at various schools which will focus on self-confidence, teamwork, self-discipline, creativity, bullying prevention, responsibility, friendship, and compassion. Dates and locations for all services shall be agreed upon by Contractor and each school. Workshops shall be defined as single-session units. Residencies shall be defined as units that exceed one session. Drama by George 2023-24 programs and pricing is attached in incorporated herein by reference.



Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books. "Materials" used in conjunction with the services performed are under this Contract and that no materials will be developed specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering into this Contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the Contractor

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: | Not to exceed \$30,000 |
| Progress Payments (if not applicable, insert N/A): | N/A |
| Costs/Expenses (if not applicable insert N/A): | N/A |
| Fund Source: | Various FRYSC and GEER grants |

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on August 16, 2023 and shall complete the Services no later than June 30, 2024, 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions. 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 access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, 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 administrative findings of 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 September 27, 2023.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Drama By George
CONTRACTOR

By: _____

By:  _____

Title: Martin A. Pollio, Ed.D.

Title: George Halitzka

Superintendent

Member

Cabinet Member: Dr. Katy DeFerrari

(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: Drama by George will provide artists and interactive programs, drama workshops 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 and Youth Services Center
School or Department

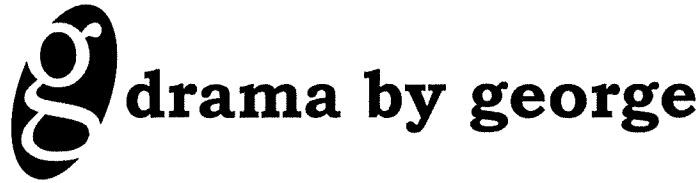

Signature of person making Determination


Date

Drama by George
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



***Growing Students with Compassion and Character
Through the Power of Stories***

2023-24 Programs and Pricing for Elementary Schools

PERFORMANCE | BULLYING PREVENTION & EMPATHY

B. B. WOLFE GETS SCHOOLED

Grades K-5 | 60 minutes | Up to 400 students | \$550

Fifth grader B. B. Wolfe is the biggest bully at Fairy Tale Academy. That's why Mrs. Fahree is determined to make him empathize with his classmates, even if it takes all of her magical powers! When the principal waves her wand, B. B. transforms into three of the kids he's been bullying: Hansel, Rapunzel, and Little Red Riding Hood. As B. B. walks a mile in his classmates' shoes, he learns how they've been hurt by his actions. Our new play will empower your students to empathize with their peers – and stop their own bullying behavior before it starts! *See dramabygeorge.com/bbwolfe for more information. An abridged version of the performance is available for primary grades.*

PERFORMANCE | ACHIEVEMENT & RESILIENCE

THE GRIT GAME SHOW/ GRIT 2

Grades 3-5 | 60 minutes | Up to 400 students | \$500

Grit means determination, perseverance, and hard work. But most of all, it's about resilience – bouncing back from problems and failures. *The Grit Game Show* is a motivational assembly about achievement where your students become contestants in an onstage game show! We equip kids to keep going when the going gets tough, which empowers them to achieve things they never dreamed were possible. *See dramabygeorge.com/grit for more information, or dramabygeorge.com/grit2 to learn about the "sequel."*

PERFORMANCE | CHARACTER-BUILDING STORIES

STORIES ALIVE!

Grades K-5 | 60 minutes | Up to 200 students | \$350

Stories Alive! is a fresh approach to the age-old tradition of storytelling. Classic and contemporary tales both spring to life as storyteller George Halitzka put your students in the spotlight for a high-energy, interactive assembly program. George combines

audience participation, compelling narratives, and a unique, dramatic style into one exciting program. See dramabygeorge.com/stories for more information.

CLASSROOM WORKSHOP | SELF-CONFIDENCE & CREATIVITY

AFTER-SCHOOL DRAMA CLUBS

Grades K-5 | 60-90 minutes x 8 sessions | Capacity varies by program | \$1650-2100*

In just 8 weeks, our drama clubs expose kids to the basics of theatre while they rehearse a short play! We provide a complete arts enrichment solution that includes fun and age-appropriate scripts, informative parent letters, and prop items. Plus, our drama clubs don't just teach theatre! They also boost students' self-confidence, creativity, teamwork abilities, self-discipline, and presentation skills. See dramabygeorge.com/afterschool for more information. *Pricing applies to school-paid drama clubs. Students may also self-pay individually.

CLASSROOM WORKSHOP | THEATRE ARTS SKILLS

ONE-SESSION DRAMA WORKSHOPS

Grades K-5 | 50 minutes | Up to 30 students | \$250

These hands-on workshops require only one class period to complete, and they'll be the highlight of your students' week! See dramabygeorge.com/workshops for more information.

- Popular workshops for primary grades include "The Little Red Chickens," "Goats Named Gruff," and "Circus, Circus."
- Popular workshops for intermediate grades include "Building a Character," "Inside Out," and "Express Yourself!"

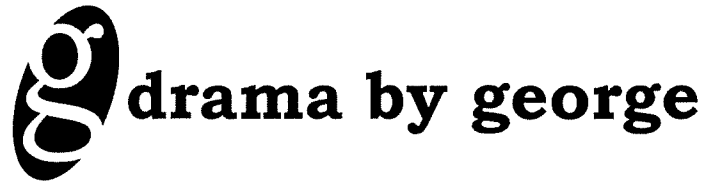
CLASSROOM WORKSHOP | THEATRE ARTS SKILLS

MULTI-SESSION ARTIST RESIDENCIES

Grades K-5 | 50 minutes x 5 or more sessions | Capacity and pricing varies

Our teaching artists will visit your school every day for a week to deliver an immersive arts experience! See www.dramabygeorge.com/residencies or email drama@dramabygeorge.com for pricing and more information.

Prices are valid for JCPS schools and departments through the last student day of the school year. We reserve the right to correct typographical errors.



***Growing Students with Compassion and Character
Through the Power of Stories***

2023-24 Programs and Pricing for Middle and High Schools

PERFORMANCE | EMPATHY & BULLYING PREVENTION

BULLY GAMES

Grades 6-12 | 50 minutes | Up to 100 students | \$350

We've never met a teen who doesn't like to play games! *Bully Games* combines highly-interactive activities with real-life stories to deliver an impactful message about empathy and bullying prevention. See dramabygeorge.com/bullygames for more information.

PERFORMANCE | ACHIEVEMENT & RESILIENCE

THE GRIT GAME SHOW/ GRIT 2

Grades 6-8 | 60 minutes | Up to 400 students | \$500

Grit means determination, perseverance, and hard work. But most of all, it's about resilience—bouncing back from problems and failures. *The Grit Game Show* is a motivational assembly about achievement where your students become contestants in an onstage game show! We equip kids to keep going when the going gets tough, which empowers them to achieve things they never dreamed were possible. See dramabygeorge.com/grit for more information, or dramabygeorge.com/grit2 to learn about the "sequel."

PERFORMANCE | BULLYING PREVENTION

STOP BULLIES

Grades 6-12 | 45 minutes | Up to 400 students | \$350

Speaker George Halitzka was bullied almost constantly during his middle school years, and then into high school. His peers thought he was a complete dork . . . and George certainly looked the part. But today, George has impacted over 10,000 students with the compelling true story of his experience. George shares how it feels to be a survivor of bullying in a way that authentically engages teens. He'll change the way your students think about bullies! See dramabygeorge.com/bullies for more information.

- *Stop Bullies for Parents*, a parent education program, is also available.

CLASSROOM WORKSHOP | SELF-CONFIDENCE & CREATIVITY

AFTER-SCHOOL DRAMA CLUBS

Grades 6-8 | 60-90 minutes x 8 sessions | Up to 18 students | \$2100*

In just 8 weeks, our drama clubs expose teens to the basics of theatre while they rehearse a fully-staged short play! We provide a complete arts enrichment solution that includes fun and age-appropriate scripts, informative parent letters, prop items, and even portable stage curtains. Plus, our After-School Drama Clubs don't just teach theatre! They also boost students' self-confidence, creativity, teamwork abilities, self-discipline, and presentation skills. *See dramabygeorge.com/centerstage for more information.*
**Pricing applies to school-paid drama clubs. Students may also self-pay individually.*

CLASSROOM WORKSHOP | THEATRE ARTS SKILLS

ONE-SESSION DRAMA WORKSHOPS

Grades 6-12 | 50 minutes | Up to 30 students | \$250

These hands-on workshops require only one class period to complete, and they'll be the highlight of your students' week! Our most popular workshop is "Comedy Improv Basics," which teaches students the basics of performing without a script. Other options include "Acting Like a Professional" and "Theatre is My Life . . . or Is It?" *See dramabygeorge.com/teenworkshops for more information.*

CLASSROOM WORKSHOP | THEATRE ARTS SKILLS

ARTIST RESIDENCIES

Grades 6-12 | 50 minutes x 5 or more sessions | Capacity and pricing varies

Our teaching artists will visit your school every day for a week to deliver an immersive arts experience! *See dramabygeorge.com/teenresidencies or email drama@dramabygeorge.com for pricing and more information.*

Prices are valid for JCPS schools and departments through the last student day of the school year. We reserve the right to correct typographical errors.