



Issue Paper

DATE:

September 20, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Piner Elementary School is seeking to approve a contract with The Carnegie Arts Center of Covington for the 2023-24 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 an in-school workshop with the Carnegie Arts Center to give students real.world experience as writers and performers in the theater. Students will reflect on the process of creating a performance and then apply those skills in the elements of dance, music, art, and drama. The workshop dates will be for ten days in November 27 to December 8, 2023.

FISCAL/BUDGETARY IMPACT:

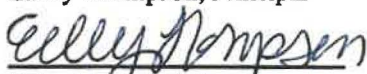
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RECOMMENDATION:


Approval to Piner Elementary is seeking to approve a contract with The Carnegie Arts Center for the 2023-24 school year.

CONTACT PERSON:

Emily Thompson, 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. 100323

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

This Agreement is executed as of October 3, 2023, 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 December 2023. 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:

- \$70 per contact hour. \$30 per day for travel costs.

A minimum total amount of \$2400 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").

____ Initials

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]

____Initials

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



Estimate

The Carnegie

1028 Scott Boulevard | Covington, KY 41011
p: 859.491.2030 | f: 859.655.8110

P.O.# 121523
DATE: 12/15/23

BILL TO **Contact:** Lori McQuery
 Company: Piner Elementary School
 Address: 2845 Piner Ridge Road
 City/ST/Zip: Morning View, KY 41063

For Program:
Carnegie Theatre Residencies

Make all checks payable to: **The Carnegie**

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
30	In-School Arts Residencies- (3 sessions/day) A Villains Tale for 3 rd , 4 th , and 5 th grades Nov. 27, 28, 29, 30 & Dec. 1, 4, 5, 6, 7, 8	70.00	2100.00
10	Travel Cost Nov. 27, 28, 29, 30 & Dec. 1, 4, 5, 6, 7, 8	30.00	300.00
		TOTAL	2400.00

Staff Signature: <u><i>Missi Reese</i></u> Date: <u>10/3/23</u>	
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Piner Elementary - Lori McQueary - lori.mcqueary@kenton.kyschools.us

Day	Dates	School	Grades	Time	Art Form	Title	Income	Travel Cost	Payment Due
Mon	11/27/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 1 of 10	\$70.00	\$30.00	
Mon	11/27/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 1 of 10	\$70.00	\$ -	
Mon	11/27/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 1 of 10	\$70.00	\$ -	
Tues	11/28/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 2 of 10	\$70.00	\$30.00	
Tues	11/28/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 2 of 10	\$70.00	\$ -	
Tues	11/28/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 2 of 10	\$70.00	\$ -	
Weds	11/29/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 3 of 10	\$70.00	\$30.00	
Weds	11/29/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 3 of 10	\$70.00	\$ -	
Weds	11/29/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 3 of 10	\$70.00	\$ -	
Thurs	11/30/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 4 of 10	\$70.00	\$30.00	
Thurs	11/30/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 4 of 10	\$70.00	\$ -	
Thurs	11/30/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 4 of 10	\$70.00	\$ -	
Fri	12/1/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 5 of 10	\$70.00	\$30.00	
Fri	12/1/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 5 of 10	\$70.00	\$ -	
Fri	12/1/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 5 of 10	\$70.00	\$ -	
Mon	12/4/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 6 of 10	\$70.00	\$30.00	
Mon	12/4/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 6 of 10	\$70.00	\$ -	
Mon	12/4/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 6 of 10	\$70.00	\$ -	
Tues	12/5/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 7 of 10	\$70.00	\$30.00	
Tues	12/5/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 7 of 10	\$70.00	\$ -	
Tues	12/5/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 7 of 10	\$70.00	\$ -	
Weds	12/6/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 8 of 10	\$70.00	\$30.00	
Weds	12/6/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 8 of 10	\$70.00	\$ -	
Weds	12/6/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 8 of 10	\$70.00	\$ -	
Thurs	12/7/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 9 of 10	\$70.00	\$30.00	
Thurs	12/7/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 9 of 10	\$70.00	\$ -	
Thurs	12/7/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 9 of 10	\$70.00	\$ -	
Fri	12/8/2023	Piner Elementary	3rd	11:25-12:25	Theatre	Villains Tale - DAY 10 of 10	\$70.00	\$30.00	
Fri	12/8/2023	Piner Elementary	4th	1:30-2:30	Theatre	Villains Tale - DAY 10 of 10	\$70.00	\$ -	
Fri	12/8/2023	Piner Elementary	5th	2:35-3:35	Theatre	Villains Tale - DAY 10 of 10	\$70.00	\$ -	

\$2,100.00 \$300.00
Total Cost \$2,400.00 12/15/2023

Lori McQueary

Signature: _____ Date Signed: _____

Alissa Paasch - Carnegie Education Director

Signature: _____ Date Signed: _____