



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

## Issue Paper

**DATE:**

12/5/23

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract with Carnegie Visual & Performing Arts Center, Inc. to provide theatre and public speaking workshops to students during the school day at Twenhofel Middle School from January 16, 2024 to January 31, 2024.

**APPLICABLE BOARD POLICY:**

01.1 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

Twenhofel Middle School values and embraces the arts and student engagement. Collaboration with this community partner provides students a rich cultural experience where they examine, interpret, and create to deepen their understanding and appreciation for the arts.

**FISCAL/BUDGETARY IMPACT:**

A total of \$1000 will come from the chorus budget.

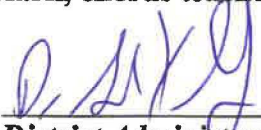
**RECOMMENDATION:**

Approval the contract with Carnegie Visual & Performing Arts Center, Inc. to provide theatre and public speaking workshops to students during the school day at Twenhofel Middle School from January 16, 2024 to January 31, 2024.

**CONTACT PERSON:**

Caroline Capal, principal/Sherry Clark, chorus teacher, 859-356-5559

  
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. 010924

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

This Agreement is executed as of January 9, 2024, by and between the **CARNEGIE VISUAL & PERFORMING ARTS CENTER, INC.**, a Kentucky non-profit organization ("The Provider"), and the **Twenhofel Middle 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 to **Twenhofel Middle School** continuing through May of 2023. The Program(s) will be held on the date(s) indicated on Exhibit A (the "Program Date").

- The Carnegie will provide two (10 session) theatre residencies for grades 6 and 7 and one (5 session) public speaking residency for grade 8 during school at **Twenhofel Middle School**.
- The Carnegie will design, communicate, prepare, travel, purchase necessary supplies, and instruct each workshop.

**2. SERVICES FEE.** **Twenhofel Middle School** ("The Contractor), upon receipt of the invoice calculated and submitted prior to the first day of the program; will pay The Carnegie Visual and Performing Arts Center ("The Provider") \$40 per contact hour.

A minimum total amount of \$1000 will be paid to the Carnegie. Invoices will be submitted prior to the program to be paid in full at the completion of the program. The fee and payment dates are 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").

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

\_\_\_\_ Initials

If to "The Contractor": **Twenhofel Middle School**  
11846 Taylor Mill Road  
Independence, KY 41051  
Sherry Clark

If to "The Provider": The Carnegie  
1028 Scott Blvd.  
Covington, Kentucky 41011  
T.859-491-2030  
Alissa 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 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")

**TWENHOFEL MIDDLE SCHOOL**

By: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_  
("The Contractor")

\_\_\_\_ Initials

drafted 11.2.23

**Exhibit A**  
**Program Dates**

**Twenhofel Middle School**

Day	Month	Date	Grade	Location	Time	Art Form	Title	Pay	Payment Due
Tues	Jan.	16	8th	Twenhofel Middle	12:00-12:49	Theatre	Public Speaking	\$40.00	
Tues	Jan.	16	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Tues	Jan.	16	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Weds	Jan.	17	8th	Twenhofel Middle	12:00-12:49	Theatre	Public Speaking	\$40.00	
Weds	Jan.	17	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Weds	Jan.	17	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Thurs	Jan.	18	8th	Twenhofel Middle	12:00-12:49	Theatre	Public Speaking	\$40.00	
Thurs	Jan.	18	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Thurs	Jan.	18	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Fri	Jan.	19	8th	Twenhofel Middle	12:00-12:49	Theatre	Public Speaking	\$40.00	
Fri	Jan.	19	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Fri	Jan.	19	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Tues	Jan.	23	8th	Twenhofel Middle	12:00-12:49	Theatre	Public Speaking	\$40.00	
Tues	Jan.	23	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Tues	Jan.	23	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Weds	Jan.	24	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Weds	Jan.	24	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Thurs	Jan.	25	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Thurs	Jan.	25	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Fri	Jan.	26	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Fri	Jan.	26	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Tues	Jan.	30	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Tues	Jan.	30	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	
Weds	Jan.	31	6th	Twenhofel Middle	12:55-1:42	Theatre	Hidden Stories	\$40.00	
Weds	Jan.	31	7th	Twenhofel Middle	1:48-2:40	Theatre	Hidden Stories	\$40.00	

\$1,000.00

2/9/2024

Sherry Clark

Signature: \_\_\_\_\_

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