

**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, Pmb 270, Louisville, KY 40202

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 provide support to students and staff through direct instruction and professional development at various Jefferson County Public Schools ("JCPS") by implementing its program, **"Growing Students with Compassion and Character Through the Power of Stories."**

Each school shall independently schedule training with the Contractor pursuant to this Contract, with service dates to be established by mutual agreement between the school and the Contractor. Each participating school shall enter into a separate Purchase/Service Agreement with the Contractor. In the

event of any conflict between the terms of a Purchase/Service Agreement and this Contract, the terms of this Contract shall govern.

The Contractor shall provide custom-designed experiences based on the specific needs of each school, which may include instructional materials and supplies necessary to support on-site implementation of the program. An itemized list of services and associated fees shall be provided and agreed upon by the school and the Contractor prior to the delivery of services.

Services can include but not limited to:

- After- School Programs (Out of School Time Instruction);
 - Center Stage Drama Club; \$2200* | 8 sessions x 60 minutes (last 3 sessions extended to 90 minutes) | Up to 18 students | Grades 3-8
 - Drama Fun Club; \$2050* | 8 sessions x 60 minutes (final session extended to 90 minutes) | Up to 18 students | Grades K-2
 - Spotlight Drama Club; \$1800* | 8 sessions x 60 minutes | Up to 20 students | Grades K-5
- Live Performance (Large Group Performances);
 - Bully Games; \$400 | 50 minutes | Up to 100 students | Grades 4-8
 - The Grit Game Show; \$550 | 60 minutes | Up to 400 students | Grades 3-8
 - Grit 2; \$550 | 60 minutes | Up to 400 students | Grades 3-8
 - Mental Hope; \$400 | 50 minutes | Up to 400 students | Grades 6-12
 - Stop Bullies; \$400 | 45 minutes | Up to 400 students | Grades 6-12
 - Stop Bullies for Parents; \$400 | 60 minutes | Up to 200 attendees | Parents of teens
 - Stories Alive; \$400* | 50-60 minutes | Up to 200 students | Grades PreK-5
- Artist Residences (Multi-Session Classroom Programs)
 - Acting Like A Professional; \$1050 | 5 sessions x 50 minutes | Up to 30 students | Grades 6-12
 - Center Stage Artist Residency; \$2050 | 5 sessions x 2 hours | Up to 18 students | Grades 3-8
 - Comedy Improv Artist Residency; \$2000 | 10 sessions x 50 minutes | Up to 30 students | Grades 6-12
 - Director's Workshop; \$1050 | 5 sessions x 50 minutes | Up to 20 students | Grades 9-12

- Drama Fun Artist Residency; \$1850 | 5 sessions x 90 minutes | Up to 20 students | Grades K-2
- Moviemakers; \$2000 | 5 sessions x 90 minutes | Up to 15 students | Grades 3-8
- Playwright’s Workshop; \$1600 | 5 sessions x 50 minutes | Up to 20 students | Grades 6-12
- Real Life Drama: Compassion; \$1600 | 8 sessions x 50 minutes | Up to 30 students | Grades 3-5
- Real Life Drama: Conflict Resolution; \$1600 | 8 sessions x 50 minutes | Up to 30 students | Grades 6-12
- Silent Movie Event Booth; \$500 | Staffed event table for 3 hours | No firm cap on visitors | Grades K-8
- Spotlight Artist Residency; \$1700* | 5 sessions x 90 minutes | Up to 20 students | Grades K-5
- Professional Development (Programs for Educators)
 - Classroom Management Gets Real; \$300 | 90 minutes | Up to 30 educators
 - Conflict Resolution Made Fun (Really); \$250 | 60 minutes | Up to 30 educators
 - Drama Games for Your Classroom; \$450 | 3 hours | Up to 30 educators
 - Games That Make You Go “Hmm”; \$450 | 3 hours | Up to 30 educators
 - Improvisational Team Building; \$300 | 90 minutes | Up to 30 educators
 - Specialty Theatre PD; \$450* | 3 hours or more | Up to 30 educators

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 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:	<u>Not to Exceed \$50,000</u>
Progress Payments (if not applicable, insert N/A):	Payment will be received upon an itemized invoice for services received
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	<u>Various School/District Funds</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on March 10, 2026 and shall complete the Services no later than December 31, 2026, 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 Chief Finance Officer, 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.

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 hereby appoints Alicia Waskom as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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 March 10, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Drama by George LLC
CONTRACTOR

By: _____

By:  _____

Title: Dr. H. Brian Yearwood
Superintendent

Title: George Hal tzka
Drama By George

Cabinet Member: Robert Moore

(Initials)

Jefferson County Public Schools
NON COMPETITIVE DETERMINATION
SINGLE SOURCE EXPLANATION

Describe how you determined the vendor is a single source?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

The required service must provide customized, on-site instructional support and professional development for students and staff that is centered on a story-based social-emotional learning (SEL) framework specifically focused on compassion and character development. The service must meet the following criteria: A proprietary or uniquely developed program titled "Growing Students with Compassion and Character Through the Power of Stories." Ability to deliver direct instruction to students and professional development for educators within the same integrated framework. Capacity to provide custom-designed experiences tailored to the individual needs of each school, including age-appropriate content and materials. Experience delivering on-site implementation in a K-12 public school setting. Inclusion of instructional materials and supplies aligned directly to the program content. Flexibility to allow individual schools to independently schedule services based on their needs and availability. These combined elements are essential to meet the instructional and professional learning goals of JCPS and are not available as a standardized, off-the-shelf service.

What steps did you take (i.e. research) to determine this was the only vendor available?

Evaluation of whether alternative vendors could provide customized, on-site services using a single, proprietary framework adaptable to individual school needs. While other vendors offer SEL curricula or professional development independently, none were identified that provide a fully integrated, story-based program that combines direct student instruction, staff professional development, customized on-site implementation.