

*COVINGTON INDEPENDENT
PUBLIC SCHOOL DISTRICT
25 East Seventh Street
Covington, Ky. 41011*

**INDEPENDENT CONTRACTOR AGREEMENT
WITH THE CARNEGIE VISUAL AND PERFORMING
ARTS CENTER
COVINGTON, KENTUCKY**

Name of Independent Contractor: THE CARNEGIE

Street Address, City, State, Zip: 1028 Scott Blvd., Covington, KY. 41011

Office Phone No.: 859-491-2030 Contact Person: Alissa Paasch

Tax I.D. No. 610897319

Liability Insurance Provider: Cincinnati Insurance Company Policy No. CPP0894089

This Independent Contractor Agreement (“Agreement”) is entered into by and between **the Covington Independent Public School District (“CIPS”)** and the **INDEPENDENT CONTRACTOR** identified above (“**Carnegie**”) as of the date identified by the last signature to this Agreement, with terms identified below:

1. Purpose:

The Carnegie is partnering with the Covington Independent Schools to provide high quality, educational, curriculum-based integrated arts instruction (visual arts, music, drama and dance) for children who are enrolled in the Covington Independent Public School District from kindergarten through fifth grade at Latonia Elementary, John G. Carlisle, Glenn O Swing, 9th District, and 6th District. This Agreement contemplates instruction of:

- a) Four (4) quarters of integrated arts programming at Latonia Elementary for every classroom, kindergarten through 5th grade. Each classroom will receive 10 sessions (class periods) of each arts discipline (music, visual arts, drama, or dance) for approximately eighty (80) days of instruction per school year at Latonia Elementary. One culminating event (arts open house) will be included to highlight engage families in programming and highlight student work.
- b) Four (4) quarters of integrated arts programming at John G. Carlisle Elementary for every classroom, kindergarten through 5th grade. Each classroom will receive 10 sessions (class periods) of each arts discipline (music, visual arts, drama, or dance) for approximately one hundred twenty (120) days of instruction per school year at John G.

Carlisle Elementary. One culminating event (arts open house) will be included to highlight engage families in programming and highlight student work.

- c) Four (4) quarters of integrated arts programming at Glenn O. Swing Elementary for every classroom, kindergarten through 5th grade. Each classroom will receive 10 sessions (class periods) of each arts discipline (music, visual arts, drama, or dance) for approximately one hundred twenty (120) days of instruction per school year at Glenn O. Swing Elementary. One culminating event (arts open house) will be included to highlight engage families in programming and highlight student work.
- d) Four (4) quarters of integrated arts programming at 9th District Elementary for every classroom, kindergarten through 5th grade. Each classroom will receive 10 sessions (class periods) of each arts discipline (music, visual arts, drama, or dance) for approximately one hundred twenty (120) days of instruction per school year at 9th District Elementary. One culminating event (arts open house) will be included to highlight engage families in programming and highlight student work.
- e) Four (4) quarters of integrated arts programming at 6th District Elementary for every classroom, kindergarten through 5th grade. Each classroom will receive 8 sessions (class periods) of each arts discipline (music, visual arts, drama, or dance) for approximately one hundred twenty (128) days of instruction per school year at 6th District Elementary. One culminating event (arts open house) will be included to highlight engage families in programming and highlight student work.

2. COVID-19 Contingency:

The parties agree and acknowledge that the schedule of programs provided in Section 1, as well as the scope of services which may be made available to Covington Independent Public Schools students set forth in the following paragraphs, may be altered, reduced, and/or eliminated depending upon closures due to COVID-19. In the event that there are closures or restrictions imposed due to COVID-19 concerns that affect the arts programming, including the delivery of services and the students' ability to participate, or which affects the nature, type, and frequency of services which can be provided, then the schedule called for in this Agreement as well as the payment terms, shall be re-visited and amended.

2. Responsibilities:

2.1 Carnegie agrees to implement and provide visual arts, music, drama, and dance integration instruction designed to reinforce the curriculum being taught to children enrolled in kindergarten through 5th grade in all five elementary schools, including a culminating event (arts open house) at each of the five elementary schools.

2.2 Carnegie shall design, implement, provide and evaluate the instruction being provided under this Agreement. Upon request by **CIPS**, **Carnegie** shall provide copies of all instructional materials and evaluations.

2.3 Carnegie shall hire, train, pay, and supervise the staff providing the workshop services. All staff will have background checks that meet or exceed the background check requirements of the **CIPS**, prior to working with the children. **Carnegie** shall be responsible for the cost of said background checks, and shall be solely responsible for all decisions relating to the hiring, supervision, training, and discipline of the staff.

2.4 As part of this Agreement **Carnegie** shall be responsible for the following expenses associated with the visual arts, music, dance and drama integration instruction:

- (a) Education Director, including scheduling, invoicing, hiring and training
- (b) Lead teaching artists
- (c) Teaching artist prep time
- (d) Planning and development meetings for the Carnegie teaching artists and classroom arts teachers (PLC)
- (e) Travel costs of Education Director and teaching artists
- (f) Planning and delivering professional development in the arts
- (g) Providing support and resources for classroom teachers integrating the arts in their classroom

2.5 Carnegie shall align its curriculum with the curriculum taught in the Covington Schools.

2.6 Carnegie shall communicate regularly with the CIPS classroom teachers, and the principal, or other CIPS administrator, on an as needed basis, of the on-going progress of the children shared by **Carnegie, and CIPS**.

2.7 Carnegie agrees to defend, indemnify, and hold **CIPS** harmless from any claims arising out of or respecting the work or work product provided by **Carnegie**, pursuant to this Agreement, as well as any and all claims or damages sought for acts or omissions of **Carnegie** and/or its staff.

2.8 Carnegie agrees that it and its agents and employees shall perform their services in a dignified and respectable manner and that neither it nor its employees shall act in a manner involving fraud, moral turpitude, or violation of law, or the policies and procedures of the Covington Independent Public School District.

2.9 Carnegie shall maintain the confidentiality of student records.

2.10 Carnegie shall maintain insurance coverage for any injuries caused to any participants, or any other third parties, arising from **Carnegie's** provision of services, and **Carnegie** shall provide **CIPS** with a current certificate of insurance throughout the lifetime of this Agreement.

2.11 CIPS shall provide classroom space, art materials, and music supplies for Carnegie’s use at each of the five elementary schools.

2.11 CIPS shall assist with scheduling, planning, and implementing culminating events (arts open houses) with Carnegie at each of the five elementary schools.

3. Payment of Services

3.1 Carnegie shall submit invoices on a monthly basis on or about the 15th of the month. Each invoice shall detail the services rendered and the amount owed. CIPS shall pay the invoice upon approval by the Board of Education, but no later than 45 days from receipt of the invoice.

3.2 CIPS shall pay the following fees:

(a) For all four (4) quarters of integrated arts programming in all five (5) elementary schools the sum of three hundred thirty thousand two hundred forty (\$338,288.00) for the 2026/2027 school year and the 2027/2028 school year. In the event of closures or restrictions of programming due to COVID-19, the amount owed by CIPS shall be pro-rated to an amount reflecting the actual services provided.

4. Independent Contractor Relationship:

4.1 By this agreement CIPS and Carnegie acknowledge and agree that there does not exist between them the relationship of employer-employee, principle-agent, or master-servant, either expressed or implied, but that the Carnegie is strictly an “Independent Contractor.”

4.2 Carnegie acknowledges that it is holding itself out to the general public as an independent contractor in its trade for other work, and that it does not perform work for CIPS exclusively.

4.3 Carnegie agrees and acknowledges that it is the employer of its staff and is solely responsible for payments of said staff’s unemployment compensation insurance.

4.4 CIPS is not responsible for withholding federal or state income taxes, or any other taxes on the workshop staff, and Carnegie will be responsible for these taxes.

4.5 CIPS is not responsible for withholding or paying in any way contributions under the Federal Insurance Act, but Carnegie will be liable for these expenses, if any.

4.6 CIPS is not responsible for Carnegie’s staff health benefits, medical expenses, life insurance, and/or retirement fund, or any other fringe benefits.

4.7 Carnegie acknowledges CIPS does not provide, and has no obligation to provide, workers’ compensation insurance, health insurance, unemployment insurance or any other fringe

benefit to **Carnegie** or its employees by reason of its status as an independent contractor under this agreement.

5. Termination

5.1 Either party may terminate this Agreement without cause by providing a minimum of sixty (60) days written notice to the other party. Upon receipt of the termination notice, all obligations under this Agreement shall cease to exist. **Carnegie** shall provide services through the sixty day notice period, and **CIPS** shall pay for all services rendered prior to the notice of termination, and in that sixty day notice period.

5.2 Upon termination, both parties shall be restored their property.

6. Miscellaneous

6.1 **Carnegie** agrees that it will comply with all applicable federal, state, and municipal laws, rules, codes, rules, regulations, and ordinances, including, but not limited to the student record confidentiality laws in FERPA and KFERPA, and all other rules, laws, regulations, and policies that govern school districts and students in school districts in Kentucky in general, and specifically, the Covington Independent Public School District.

6.2 **Carnegie** represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and recordkeeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

6.3 The term of this contract will be for two years, commencing on the first day of the 2026-2027 school year.

6.4 This contract may only be modified by the execution of a separate, written modification agreement, executed by both parties, and appended to this contract.

6.5 The parties warrant that they are not engaged in a joint enterprise or a joint venture, and that the benefits and obligations arising under this contract are exclusive only to **CIPS** and **Carnegie** and that there are no third party beneficiaries, intended or unintended, to this contract.

7. Counterparts:

This agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.

8. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Jurisdiction to enforce this Agreement shall lie with the Kenton Circuit Court.

9. Partial Invalidity/Severability:

If any portion of this Agreement shall be ruled or adjudicated invalid for any reason, that portion shall be deemed excised wherefrom and the remainder of this Agreement shall continue in full force and effect unaffected by any such invalidity.

10. Force Majeure

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, fires, or embargoes. COVID-19 and the related Orders affecting the operations of businesses and schools does not fall under this exception, as it is a foreseeable, existing condition, and is addressed within this Agreement. If a force majeure arises, 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.

11. Non-Assignability

Neither party shall assign their rights or obligations under this Agreement without having first obtained the written, signed permission of the other party.

(Signature page follows)

IN WITNESS WHEREOF the parties have signed their names below on the date first noted above.

The Carnegie

BY: _____
NAME: _____
TITLE: _____

CIPS

BY: _____
NAME: _____
TITLE: _____