

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1183425

Vendor Name: Kirk Muspratt

Invoice Number: IC-OCT 2018

Invoice Date: 10/01/18

PO Number: B0359378

Check Number: E0069623

Check Amount: \$ 4,375.00

Check Date: 10/10/2018

Department ID: 11701

Reviewer Name:

Voucher Number: V0529928

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

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From: junokasm@cod.edu  
Sent: Tue Oct 02 10:03:29 CDT 2018  
To: junokasm@cod.edu,invoicing@cod.edu  
CC:  
Subject: Scanned from a Xerox Multifunction Device  
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Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.  
Attachment File Type: pdf, Multi-Page Multifunction Printer Location: AR201WC7835 Device Name:  
PRN303

[attachment: Scanned from a Xerox Multifunction Printer.pdf]

## Kirk Muspratt

Music Director, New Philharmonic Orchestra

July 1, 2018- June 30, 2019 (FY2019)  
Payment Schedule

Contract Attached

BO# 359378  
•LINE 1 = \$4375.00  
05-60-11701-5309001

E-MAILED OCT 02 2018

DATE AMOUNT

July 31, 2018 \$ 4,375.00

August 31, 2018 \$ 4,375.00

September 30, 2018 \$ 4,375.00

\* October 31, 2018 \$ 4,375.00

November 30, 2018 \$ 4,375.00

December 31, 2018 \$ 4,375.00

January 31, 2019 \$ 4,375.00

February 28, 2019 \$ 4,375.00

March 31, 2019 \$ 4,375.00

April 30, 2019 \$ 4,375.00

May 31, 2019 \$ 4,375.00

June 30, 2019 \$ 4,375.00

TOTAL \$52,500.00

05-60-11701-5309001 = \$4375.00  
81 ORCHESTRA DIRECTOR NP19-SHOWBOAT  
(\$2365)

AP VERIFIED

10/04/18 - BETHANY CRUSI  
NP19-HIRSCHL  
(\$2040)

*Eileen M. Gowan*

10/01/18

00.2734 2 = 1009082-1011-03-21

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1009082-1011-03-21  
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1009082-1011-03-21  
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# CONTRACT APPROVAL COVER SHEET

Contract Name: Kirk Muspratt Independent Contractor Agreement FY2019, FY2020

Requesting Department: The MAC Date Initiated: 03/14/2018

Contact Name: Diana Martinez/Ellen McGowan Phone: 3007/3009

Email Address: martinezd59@cod.edu/mcgowan@cod.edu

Vendor Name: Kirk Muspratt Phone: 219-836-0525 ext.205

Vendor Contact: Kirk Muspratt Email: kmuspratt@hotmail.com

Total Contract: \$ \$106,500 (\$52,500 FY19, \$54,000 FY20) Contract Dates: Start: 07/01/18

FY Budget \$ \$52,500 FY19, \$54,000 FY20 (pending approval) End: 06/30/20

Vendor 1: Name Sole Source Quote: \$

Vendor 2: Name  Quote: \$

Vendor 3: Name  Quote: \$

Contract Purpose: Monthly payments for Kirk Muspratt, Independent Contractor, Music Director/Orchestra Conductor for New Philharmonic Orchestra. 2-year contract July 1, 2018 to June 30, 2020.

Contract Type: ☒ Independent Contractor ☐ Service Agreement ☐ Lease  
☐ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☐ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Sign

Requester: Ellen McGowan

Budget Mgr.: Ellen McGowan

Dept. Adm.: Diana Martinez

Ellen McGowan

Ellen McGowan

Diana Martinez

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

Purchasing Dept. Use Only

Comments

Approval Initials

OK

EMG 3-26-18

## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☐ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☒ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.

**COLLEGE OF DUPAGE  
REGULAR BOARD MEETING**

**BOARD APPROVAL**

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1. SUBJECT

Contract to engage an Orchestra Conductor for the July 1, 2018 - June 30, 2020 McAninch Arts Center (MAC) seasons.

2. REASON FOR CONSIDERATION

A contract exceeding the statutory bid limit of \$25,000 must be approved by the Board of Trustees

3. BACKGROUND INFORMATION

Kirk Muspratt has served as the Orchestra Conductor for the New Philharmonic since 2008. The current contract will expire on June 30, 2018. The two-year contract is renewed in January so that planning for the next season can begin in a timely manner. The MAC orchestra conductor services, include:

- Provide artistic vision for the organization
- Select repertoire and guest artists (in collaboration with the Director of the McAninch Arts Center)
- Audition and selection of orchestra musicians, opera artists, directors, and contracted artistic staff
- Assist in fund development and sponsor solicitation
- Assist in budget development and work within budgetary constraints
- Assist in marketing and public relations as requested- Arts Center has final approval of all marketing
- Participate in arts engagement and education activities
- Strive to maintain and grow audience and assure good welfare of the organization
- Provide direction to orchestra including orchestra manager, librarian, and personnel manager. (Official supervisory responsibilities will be assigned to COD employees)

A standard concert year shall include but not be limited to:

- The following events:
  - 1 New Year's Eve show – 3 performances
  - 1 pops concert – 2-3 performances
  - 2 classical concerts – 2 performances each
  - 1 concert opera
  - 1 summer pops concert
  - Nutcracker series at the MAC

- School stage concerts
- Outreach and arts engagement events
- Young people's concert competition
- All marketing, fundraising, and public relations events associated with the support of these concerts/ productions.

Mr. Muspratt has a unique combination of expertise and experience in managing a professional orchestra. The services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part is exempt from bidding under Illinois Public Community College Act, 110 ILCS 805/3-27.1(a).

GL Account	FY2018	FY2019 - Proposed		
	Annual Budget	Annual Budget	YTD Spend	Available Balance
05-60-11701-5309001	\$ 139,230	\$ 158,900	\$ -	\$ 158,900
<i>New Philharmonic/DOT : Other Contractual Services Exp</i>				
			FY2019 Request	\$ 52,500
			FY2020 Request	\$ 54,000
			<b>Total Request</b>	<b>\$ 106,500</b>

*\*Anticipated FY2019 Budget adoption date is June 21, 2018.*

4. RECOMMENDATION

That the Board of Trustees approves a two-year (FY19 and FY20) contract for orchestra conductor services for Kirk Muspratt, Chicago, Illinois, for a total expenditure not to exceed \$106,500.00.

Staff Contact: Diana Martinez, Director, McAninch Arts Center



COLLEGE OF DUPAGE  
REGULAR BOARD MEETING


BOARD APPROVAL

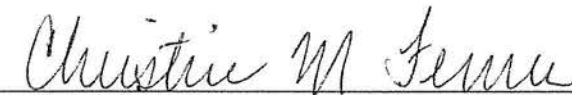
SIGNATURE PAGE FOR

Contract to engage an Orchestra Conductor for the July 1, 2018 - June 30, 2020 McAninch Arts Center (MAC) seasons

ITEM(S) ON REQUEST

That the Board of Trustees approves a two-year (FY19 and FY20) contract for orchestra conductor services for Kirk Muspratt, Chicago, Illinois, for a total expenditure not to exceed \$106,500.00.

 \_\_\_\_\_ 2/15/18  
Board Chair Date

 \_\_\_\_\_ 2/15/18  
Secretary Date



**Performance Agreement between  
College of DuPage and Kirk Muspratt**

This Agreement entered into this day February 15, 2018 by and between McAninch Arts Center at College of DuPage, 425 Fawell Boulevard, Glen Ellyn, IL 60137, a body corporate and politic and Kirk Muspratt, through William Reinert, William Reinert Associates, Inc., 163 Amsterdam Ave., #334, New York, NY 10023 acting as agent for Kirk Muspratt.

Kirk Muspratt will provide services to College of DuPage as a consultant to New Philharmonic at the McAninch Arts Center. His title shall be Music Director/ Conductor of New Philharmonic.

**TERM**

The term of this agreement shall be from July 1, 2018 through June 30, 2020, which aligns with the funding in the foundation budget.

**PAYMENT**

Payment to Kirk Muspratt:

\$52,500 year 1 - July 1, 2018 - June 30, 2019

\$54,000 year 2 - July 1, 2019 - June 30, 2020

Kirk Muspratt will be provided with local hotel accommodations for no more than 2 nights per year at the Hilton.

**SERVICES TO BE RENDERED**

Services shall include all responsibilities related to Music Director/ Conductor of New Philharmonic.

- Provide artistic vision for the New Philharmonic orchestra programs
- Select repertoire and guest artists (in collaboration with the Director of the McAninch Arts Center)
- Audition and selection of orchestra musicians, singers, artists, directors, and contracted artistic staff
- Assist in fund development and sponsor solicitation
- Assist in budget development and work within budgetary constraints
- Assist in promotion and public relations as requested- Arts Center Director has final approval of all marketing
- Participate, manage and create arts engagement and education activities
- Strive to maintain and grow audience and assure good welfare of the organization
- Provide direction to orchestra including orchestra manager, librarian, and personnel manager (Official supervisory responsibilities will be assigned to COD employees)

A standard concert year shall include but not be limited to:

- The following events:
  - 1 New Year's Eve show – 3 performances
  - 1 pops concert – 3 performances
  - 2 classical concerts – 2 performances each
  - 1 concert opera 2 performances
  - 1 summer pops concert
  - Nutcracker series at the MAC – 4 performances
  - 1 other event – performances
  - Outreach and arts engagement events
  - Young people's concert competition
- All marketing, fundraising, and public relations events associated with the support of these concerts/ productions.

Any outside or additional New Philharmonic engagements shall be addressed separate from this agreement on a per event basis.

Final approval of concert season lies solely with the Director of the McAninch Arts Center.



**Performance Agreement between  
College of DuPage and Kirk Muspratt**

**RESTRICTIONS**

During the term of this contract Kirk Muspratt may accept outside engagements that do not conflict with the interests of the New Philharmonic orchestra rehearsals and performances. If Kirk needs to miss a rehearsal, it is his responsibility to find a replacement and pay that replacement. It is Kirk's responsibility to have any rehearsals recorded and to get notes from any missed rehearsals from his replacement.

It is understood that Kirk Muspratt also serves as the music director of the Northwest Indiana Symphony Orchestra (NISO) and that New Philharmonic and NISO will collaborate artistically; however, the staff, marketing, funding partners, and public relations resources of the McAninch Arts Center and the New Philharmonic will not be directed towards NISO events by Kirk Muspratt or any College of DuPage or New Philharmonic employee without the approval of the Arts Center Director.

**LIAISON**

While performing, the services outlined in this agreement it is understood that Kirk Muspratt will report to and work with the Director of the McAninch Arts Center and communicate through the established hierarchy and protocol through Orchestra Manager for any administrative, marketing and foundation support.

**TAXES**

Kirk Muspratt will be responsible for all state and federal taxes due related to income from the above services. No check will be presented without completion of a W-9 form.

**INSURANCE**

It is understood that Kirk Muspratt is self-employed and must carry at his own cost and expense any insurance coverage, such as, workers' compensation, medical, property, liability, and auto related to the above-mentioned services.

**INDEMNIFICATION**

Kirk Muspratt agrees to hold College of DuPage, its trustees, officers, directors, agents, successors, and assignees, harmless from any and all losses, damages, injuries, claims, demands, and expenses, including attorney's fees which may arise during the performance of this agreement.

**TERMINATION/ RENEWAL**

This agreement may be terminated for cause by College of DuPage at any time, in the event that Kirk Muspratt does not fulfill the agreed upon responsibilities, or in the event the New Philharmonic does not meet 80% of its fundraising or sales goals. Performance will be reviewed on an annual basis in March of each year. Both parties shall work in good faith to resolve any concerns that arise during the course of this process. Review/renewal of this agreement will commence in good faith by both parties by January 30, 2019/20. Both parties understand and accept that renewal is dependent on the financial strength of the MAC and the New Philharmonic Fundraising efforts.

This agreement and attachment 1 (payment schedules) constitutes the entire understanding between the parties. In consideration, thereof, all parties agree to the conditions set forth and above.

**CERTIFICATION**

All independent contractors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988. (Must check one)

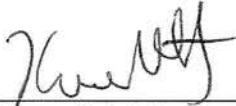
☒ I certify that I am not in default on an educational loan guaranteed by the State in the amount of \$600.00 or more.

☐ I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.



**Performance Agreement between  
College of DuPage and Kirk Muspratt**


I agree with the terms stated above and certify that I have received a copy of the agreement.

  
\_\_\_\_\_  
Kirk Muspratt, Artist

Date: April 28/2018.

  
\_\_\_\_\_  
Diana Martinez  
Director, McAninch Arts Center

Date: 4/16/2018

  
\_\_\_\_\_  
Brian Caputo  
CFO and Treasurer for College of DuPage

Date: 3/27/18

