

AFFILIATION AGREEMENT

between

Jefferson County Board of Education

and

Spalding University

This Agreement (hereinafter "Agreement") is entered into as of this 7th day of August, 2019 between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business as 3332 Newburg Road, Louisville, Kentucky 40218 and SPALDING UNIVERSITY, INC., a Kentucky nonprofit corporation and private university (hereinafter, "SPALDING"), with their principal place of business at 845 South Third Street, Louisville, Kentucky 40203-2188.

WHEREAS, JCPS and SPALDING desire to collaborate for the provision of learning experiences for JCPS and SPALDING students.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement and intending to be legally bound, JCPS and SPALDING agree that they will collaborate on the services described below.

1. Scope of Work:

SPALDING intern(s) will work with an artist-in-residence to be selected by JCPS and approved by Spalding to design and paint a mural (hereinafter "Mural") at one (1) JCPS school selected by JCPS. The design and painting of the Mural will be done by the intern(s) and the artist-in-residence under the supervision of JCPS staff. The design process will include meeting with JCPS administrators to determine the location of the Mural within the selected school, theme, color scheme, and other specifics and creating concept sketches using both traditional and digital media. The Mural will then be painted at the selected school using acrylic paints provided by JCPS and selected for high durability, traditional brushes, and air brush techniques. After completion of the Mural, the intern(s) will do up to 5 classroom visits at the selected school with the artist-in-residence, at times mutually agreed by JCPS and SPALDING.

2. Duties of SPALDING:

- a. SPALDING will select the intern(s) and will be ultimately responsible for the design and painting services of the intern(s).

- b. SPALDING agrees to send JCPS at least thirty (30) days in advance a list of the names of SPALDING intern(s) who will provide design and painting services at the selected school.
- c. SPALDING agrees to initiate communication, through appropriate faculty and/or staff members, with JCPS administrators in order to discuss and plan the learning experiences for JCPS students.
- d. SPALDING will require all employees, volunteers, contractors, students or interns performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees, volunteers, contractors, students or interns convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - Any conviction for sex-related offenses;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses;
 - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- e. SPALDING will ensure that the interns(s) work under the supervision of JCPS staff and comply with all applicable laws and regulations and all applicable JCPS policies and procedures
- f. SPALDING will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- g. SPALDING understands and agrees that the services of the intern(s) and the artist-in-residence may not interfere with the instructional program of JCPS.

3. Duties of JCPS:

- a. JCPS will select the school at which the SPALDING interns(s) and the artist-in-residence will perform the services in this Agreement.
- b. JCPS will promptly advise SPALDING of the selected school and will promptly advise SPALDING of JCPS's approval or disapproval of the intern(s) and the artist-in-

residence proposed by SPALDING.

- c. JCPS will obtain any necessary written authorizations and/or permissions from parents and/or guardians of JCPS students to approve their participation in the services to be performed by the intern(s) and the artist-in-residence under this Agreement. JCPS will share such authorizations/permissions with SPALDING.
- d. JCPS will assist SPALDING employees, volunteers, contractors, students and interns with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- e. JCPS will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide SPALDING with a certificate of insurance upon request.

4. Payment:

JCPS and SPALDING agree that neither party shall be required to make any payment to the other party under this Agreement.

5. Intellectual Property:

SPALDING agrees that JCPS shall retain ownership in and all intellectual property rights to the Mural produced by the intern(s) and the artist-in-residence and shall have the right to make all artistic decisions regarding the future retention, modification and/or destruction of the Mural as may be necessary for JCPS to conduct its instructional programs at the selected school.

6. Term:

This Agreement shall be effective for one (1) fiscal year commencing on August 7, 2019 and ending on June 30, 2020. This Agreement may be renewed for one (1) or more additional fiscal years by mutual written agreement of JCPS and SPALDING.

7. Termination:

The Agreement may be terminated by either party with or without cause upon no less than sixty (60) days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to SPALDING for its failure to cure a material breach of this Agreement.

8. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and SPALDING.

9. Compliance with Law:

SPALDING shall be in continuous compliance with the provisions of KRS Chapters 136,

139,141,337, 338, 341, and 342 that apply to SPALDING or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the subcontractor of the preceding KRS Chapters.

10. Equal Opportunity:

During the performance of this Agreement, SPALDING shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee or student 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, or disability.

11. Confidentiality:

At all times during the term of this Agreement, SPALDING shall comply with the Family Educational Rights and Privacy Act of 1974. If SPALDING has access to JCPS student records, SPALDING shall limit its employees' access to those records to persons for whom access is essential to perform this Agreement.

12. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that SPALDING is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which SPALDING performs its work and functions.

13. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

14. Entire Agreement:

This Agreement contains the entire agreement between JCPS and SPALDING and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

15. Severability:

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provisions of the Agreement.

16. Counterparts:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

17. Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

18. Indemnification

To the extent permitted by law, JCPS shall indemnify and hold SPALDING harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. SPALDING shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of SPALDING, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

JEFFERSON COUNTY BOARD OF EDUCATION:

Dr. Marty Pollio
Superintendent

Date

SPALDING UNIVERSITY, INC.

Deborah S. M. S. De

Deborah Whistler
Program Director, Spalding Creative Arts

June 26, 2019

Date