

Memorandum of Agreement

Commonwealth Theatre Center Inc. and Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into and between Commonwealth Theatre Center Inc. ("CTC") with its principal place of business located at 1123 Payne Street Louisville, KY 40204 and the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as Jefferson County Public Schools ("JCPS") with its principal place of business located at 3332 Newburg Road Louisville, KY 40218 on this 27th day of August, 2019. (CTC and JCPS are hereinafter referred to individually as "Party" and collectively as "Parties.")

Whereas CTC has been awarded a grant from the Doris Duke Foundation for Islamic Art ("DDFIA") and including matching funds from other sources to provide artistic and cultural enrichment opportunities for students attending the Newcomer Academy;

Whereas the Parties wish to outline in writing their mutual understanding of a partnership to provide students with programs and a broad array of activities that complement their regular academic programs while also promoting youth development and cultural inclusiveness and to involve the families of participating students;

NOW, THEREFORE, in consideration of the premises and the mutual promises outlined in this Agreement, CTC and JCPS agree that they will collaborate as described below:

I. CTC agrees to:

- A. Provide high-quality in-school and after-school programs and enrichment activities to students attending the Newcomer Academy;
- B. Provide programs that will ensure the services provided are aligned with the school's curriculum in the core subject areas;
- C. Obtain written parental/guardian permission to share educational data on participating students with DDFIA and other funders of the project in compliance with reporting requirements and with the understanding that:
 - i. Only information included on signed permission forms will be shared;
 - ii. Shared information does not contain identifying information for any individual student;
 - iii. Information being collected and shared is pertinent to and necessary for the successful execution and reporting of the programs included in this Agreement;
- D. Maintain a valid Certificate of Insurance on file with JCPS of an all-risk property and casualty policy concerning facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$3,000,000 per policy with Board of Education, Jefferson County listed as "Additional Insured";
- E. Require all employees, contractors, and volunteers working on behalf of CTC providing programming to students at Newcomer Academy under this Agreement to have completed background checks per laws of the Commonwealth of Kentucky and required by JCPS, paid for by and maintained by CTC;

- F. If this agreement requires that CTC and/or any employees or contractors of CTC access 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 agreement 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 findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- G. Prior to the start of project activities, CTC will gain approval from the JCPS Institutional Review Board or IRB to assure compliance with federal research and human subject requirements. Requests to the IRB may be made using the following link: https://assessment.jefferson.kyschools.us/drms/.
- H. Reimburse JCPS for expenses as outlined in Attachment A, up to and not to exceed a total of \$9,137 in accordance with the terms of this Agreement and only upon receipt of an invoice from JCPS that includes:
 - i. The cost categories as outlined in the approved Attachment A;
 - ii. Supporting documentation with copies of actual invoices and travel reimbursement requests; and
 - iii. Appropriate signatures of authorized JCPS officials.

II. JCPS agrees to:

- A. Provide and recruit students to participate in the in-school and afterschool programs at Newcomer Academy as intended and as previously agreed to by CTC and Newcomer Academy, and subject to any relevant participation requirements as determined by CTC and/or Newcomer Academy;
- B. Provide CTC a specific process with Newcomer Academy Principal to address any programrelated issues and any failures to adequately meet performance expectations as outlined and assessed by CTC;
- C. Provide safe and adequate space for the in-school and afterschool programs included in this Agreement that is conducive to the program activities and available during scheduled program hours;
- D. Provide regular transportation from school to home for students participating in the afterschool Drama Club at Newcomer Academy;
- E. Provide transportation to the families of students participating in the afterschool Drama Club to attend the culminating Drama Club Sharing Event to be held at the Muhammad Ali Center or other local venue;
- F. Provide a Teacher to help organize and facilitate the afterschool Drama Club at Newcomer Academy and to maintain primary control and supervision of participating Newcomer Academy students, including being present for any and all scheduled programming with students and helping CTC with any facility-related issues should they arise;
- G. With written parental/guardian permission, share educational data on participating students with DDFIA and other funders of the project in compliance with reporting requirements and with the understanding that:

- i. Only information included on signed permission forms will be shared;
- ii. Shared information does not contain identifying information for any individual student;
- iii. Information being collected and shared is pertinent to and necessary for the successful execution and reporting of the programs included in this Agreement;
- H. Invoice CTC for expenses as outlined in Attachment A, up to and not to exceed a total of \$9,137 in accordance with the terms of this Agreement, including:
 - i. The cost categories as outlined in the approved Attachment A;
 - ii. Supporting documentation with copies of actual invoices and travel reimbursement requests;
 - iii. Appropriate signatures of authorized JCPS officials;
 - iv. To be sent monthly but no less frequently than quarterly and no later than sixty (60) days after the Agreement's end date;
 - v. And to be sent to:

Donna Adams
Commonwealth Theatre Center

1123 Payne Street Louisville, KY 40204 (502) 589-0084 x302

donna@commonwealththeatre.org.

III. Period of Performance

This Agreement shall be in effect for the period beginning August 28, 2019 through June 30, 2020 and is Year One of three (3) in the grant project as funded by DDFIA and previously proposed and agreed to by the Parties.

IV. Termination

This 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 by either Party upon fifteen (15) business days written notice for failure to cure a material breach of this Agreement, prior written notice and opportunity to cure of at least fifteen (15) days having been afforded.

V. 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 CTC.

VI. Equal Opportunity

During the performance of this Agreement, CTC shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the Disabilities Act to the fullest extents as required by law, and shall not discriminate against any 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

VII. Independent Parties

In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that neither party shall be construed to be an agent, employee, 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 CTC performs its work and functions.

VIII. Intellectual Property

Except for rights expressly granted under this Agreement or subsequent to this Agreement and in writing signed by both parties:

- A. Nothing in this Agreement will function to transfer any of either party's intellectual Property rights to the other party; and
- B. Each party will retain exclusive interest in and ownership of its intellectual Property developed before this Agreement or developed outside the scope of this Agreement.

IX. Captions

Section titles or captions contained in this 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.

X. Entire Agreement

This Agreement constitutes the entire agreement for services between JCPS and CTC as it relates to programming at Newcomer Academy. Any agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

XI. Governing Law

COMMONWEALTH THEATRE CENTER:

Superintendent

This Agreement will be governed by the laws of the Commonwealth of Kentucky.

IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in the preamble to this Agreement.

By: Alison Huff Managing Director Date Defferson County Board of Education: By: Dr. Martin A. Pollio Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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	ACORD 25 (2016/03)					© 1988-2015 ACORD CORPORATION. All rights reserved.						