

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 program-related 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.



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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.

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners NL 2305 River Road Louisville, KY 40206	CONTACT NAME: Todd Ivey
	PHONE (A/C, No, Ext): (502) 736-0915 1445 FAX (A/C, No):
	E-MAIL ADDRESS: todd.ivey@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Secura Insurance A Mutual Company NAIC # 22543
	INSURER B : ClearPath Mutual 16273
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

Commonwealth Theatre Center Inc.
1123 Payne Street
Louisville, KY 40204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP3189817	02/24/2019	02/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3189818	02/24/2019	02/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3203419	02/24/2019	02/24/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	016189	02/24/2019	02/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Board of Education of Jefferson County and Jefferson County Public Schools are named as additional insureds with respects to General Liability policy.

CERTIFICATE HOLDER

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, KY 40218

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE