

**Fund for the Arts
Arts for Kosair Kids® 2019-2020**

MEMORANDUM OF UNDERSTANDING

With

Jefferson County Board of Education
and
Commonwealth Theatre Center

Fund for the Arts (hereinafter referred to as “Grantor”), Jefferson County Board of Education d/b/a Jefferson County Public Schools (“JCPS”) for Uspiritus-Bellewood State Agency Children’s Programs (hereinafter referred to as “Partner Agency”) and Commonwealth Theatre Center (hereinafter referred to as “Cultural Partner”) will collaborate to implement the arts programming as outlined in the grant proposal (see Attachment A) as part of Arts for Kosair Kids® (hereinafter referred to as “Program”). The grant amount to underwrite the Program will be \$15,000 and will be paid directly to the Cultural Partner per an agreed upon payment schedule.

1. Overview of the Program
 - a. Objective: Deliver the healing, transforming, inspiring power of the arts to support the health and well-being of our community’s special needs children.
 - b. General Parameters: Cultural Partner and Partner Agency will work together to implement arts residencies during the 2019-2020 school year at the Partner Agency’s facility. The Grantor, Partner Agency, and Cultural Partner will collaboratively identify the artistic interventions to best serve the Partner Agency’s students.
2. Kosair Charities Expectations: Public Relations and Recognition
 - a. Grantor Showcase/Kickoff Event: Participation of the Program Partner Agencies at the event as reasonably available.
 - b. Program Community Showcase: Participation of the Program Partner Agencies and Cultural Partners in an event to highlight the impact of the Program on participating students as reasonably available.
 - c. Recognition: Recognition of Kosair Charities and the Program by the Grantor, Partner Agency, and Cultural Partner in e-newsletter, social media, and other appropriate materials.
 - i. Trademark: Grantor, Cultural Partner, and Partner Agency will use “Arts for Kosair Kids® in partnership with the Fund for the Arts” when recognizing the Program.
3. Partner Agency Agrees:
 - a. To coordinate with Cultural Partner to schedule 3 residencies for students for a total engagement of 28 weeks.

- b. To provide adequate space in the Partner Agency facility to implement programming as described in Attachment A.
- c. To post at least one Program impact update on the Partner Agency's Twitter page, to include a photograph and a brief narrative, highlighting and promoting the Program. In each post, the Partner Agency will tag Fund for the Arts and Kosair Charities.
- d. To secure all necessary photo releases for participating students. Partner Agency will communicate to the Cultural Partner and the Grantor if any participating youth do not have signed photo releases.
- e. To recognize Kosair Charities and the Program in their e-newsletter, social media, and other appropriate materials throughout the Program year.
- f. To provide copies of all recognition pieces, press, publicity to Grantor.
- g. To use best efforts to participate in Grantor Showcase/Kickoff event as requested.
- h. To collaborate with Grantor in the planning and implementation of the Program Community Showcase if requested.
- i. To collaborate with the Grantor in the development, measurement, and reporting of Program outcomes as requested.
 - i. Cultural Partner and Partner Agency will work together to provide a mid-year and a year-end report on the Program's impact on student physical, social-emotional, and academic development.
 - ii. Program outcomes will be tracked utilizing teacher and faculty surveys and other evaluation tools specific to each agency to be agreed upon.

4. Cultural Partner Agrees:

- a. To provide programming as outlined in Attachment A.
- b. To coordinate with Partner Agency in identifying adequate space for implementation of the programming as described in Attachment A.
- c. To post at least one Program impact update on Facebook, to include a photograph and a brief narrative, highlighting and promoting the Program. In each post, the Partner Agency will tag Fund for the Arts and Kosair Charities.
- d. To collaborate with Grantor to create a video with clips of activities occurring throughout the Program year if requested and as feasible.
- e. To recognize Kosair Charities and the Program in their e-newsletter, social media, and other appropriate materials throughout the Program year, as Cultural Partner deems appropriate.
- f. To provide copies of all recognition pieces, press, publicity to Grantor.
- g. To use best efforts to participate in Grantor Showcase/Kickoff event as requested.
- h. To collaborate with Grantor in the planning and implementation of the Program Community Showcase if requested and as feasible.
- i. To collaborate with the Grantor in the development, measurement, and reporting of Program outcomes as requested.

- i. Cultural Partner and Partner Agency will work together to provide a mid-year and a year-end report on the Program's impact on student physical, social-emotional, and academic development.
 - j. To obtain an all-risk property and casualty insurance policy concerning the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance listing JCPS as an additional insured.
 - k. Require the following, pursuant to KRS 160.380, for all Cultural Partner contractors, employees, interns and volunteers under this MOU:
 - i. A Kentucky state criminal records check, completed no more than five (5) years ago, that may be satisfied by completing the JCPS volunteer record check form: <https://apps.jefferson.kyschools.us/Volunteer/VolunteerInsert.aspx>;
 - ii. A national criminal history background check as required and obtained by the Aspen Institute;
 - iii. Provide JCPS with a list of the 2018/2019 contractor, employee, intern or volunteer that previously completed the CAN form to verify last year's results from the Kentucky Cabinet for Health and Family Services that there are no findings of substantiated child abuse or neglect on record; AND
 - iv. Ensure that any new contractor, employee, intern or volunteer are to complete the CAN Form via the link below and provide the results to JCPS. <https://sppublic.jefferson.kyschools.us/departments/recruitmentandstaffing/Shared%20Documents/CAN%20Check%20Instructions.pdf>
- l. Cultural Partner employees/volunteers/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses;
 - ii. Any conviction for offenses against minors;
 - iii. Any conviction for felony offenses, except as provided below;
 - iv. Any conviction for deadly weapon-related offenses;
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses;
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this MOU.
- m. If Program involves data collection, evaluation or research, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes

sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection, evaluation or research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

- n. If the performance of this MOU involves the transfer by JCPS to Cultural Partner of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act (“FERPA”) as well as 45 CFR 46 Protection of Human Subjects, Partner Agency agrees to:
 - i. In all respects comply with the provisions of FERPA. For purposes of this MOU, “FERPA” includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
 - ii. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than Partner Agency and its employees, contractors and agents, without the approval of JCPS.
 - iii. Require all employees, contractors and agents of Cultural Partner to comply with all applicable provisions of FERPA with respect to any such data.
 - iv. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
 - v. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of Cultural Partner having a legitimate educational interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
 - vi. Destroy or return to JCPS any such data obtained under this MOU within 30 days after the date when it is no longer needed by Cultural Partner for the Project or upon request by JCPS.

9. The Grantor Agrees:

- a. To pay the Cultural Partner directly on behalf of the Partner Agency for the delivery of services to the Partner Agency outlined in Attachment A. The grant will be half upon receipt of signed grant agreement and half upon completion of the program.
- b. To collaborate with the Cultural Partner and the Partner Agency in the development, measurement, and reporting of Program outcomes.

- c. To coordinate the public relations, Program impact reporting, and presentation to Kosair Charities.

By signing this Memorandum of Understanding, I agree to the terms outlined above and acknowledge that participation in this Program in the 2019-2020 school year does not assume that funding will continue in future years.

Grantor Representative

Name: Christen Boone
Title: President & CEO

Christen Boone
Signature

2-10-2020
Date

Partner Agency Representative

Name: Dr. Marty Pollio

Title: Superintendent

Signature

Date

Cultural Partner Representative

Name: Alison Huff

Title: Managing Director

[Signature]
Signature

2/7/20
Date