

Memorandum of Agreement
Between
Jefferson County Board of Education
And
Fund for the Arts

This Memorandum of Agreement (hereinafter Agreement) entered into by and between Fund for the Arts (hereinafter Fund), a Kentucky nonprofit corporation with its principal place of business at 623 West Main Street, Louisville, KY 40202, and the Jefferson County Board of Education, a Kentucky public school district operating under the name of the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

I. Purpose of the Agreement

This Agreement sets out the terms by which Fund and JCPS will work together to implement the 5x5 Arts Initiative, which works to provide five live arts experiences to elementary school students before they complete the fifth grade. The 5x5 program is part of the broader Fund for the Arts "Every Child" Arts Education Initiative.

Attachment A, attached and incorporated herein by reference, lists the elementary schools currently participating in the 5x5 grant program.

II. Roles and Responsibilities

A. JCPS:

- 1) Agrees to match payments made by Fund for the Arts for JCPS elementary schools to participate in the 5x5 program, up to the amount of and not to exceed \$100,000.

B. Fund:

- 1) Agrees to arrange for the services of its Cultural Partners and select other arts organizations for student arts educational in-school/field trip programming for participating JCPS elementary schools as part of its 5x5 grant program as outlined in Attachment B, attached and incorporated herein by reference.
- 2) Agrees to work with each participating JCPS elementary school, based on the school's arts educational programming plan to determine scheduling of the in-school/field trip arts educational programming for the duration of the services provided.

- 3) Agrees to cover all costs of the 5x5 program for participating JCPS elementary schools in excess of \$100,000.
- 4) Because JCPS funds are considered a payment for services, Fund will not refer to any JCPS funding provided to schools under this Agreement as grants or donation in any social media sites or publications.
- 5) To ensure that any Cultural Partner or selected arts organization paid under this agreement to provide programming in schools that is more than a one-time event, complies with the following:
 - a. Ensure that all staff/volunteers entering participating schools wear appropriate facial coverings and are vaccinated for COVID-19.
 - b. Only after approval from the JCPS Institutional Review Board (IRB), collect any data or information or administer surveys to students and/or staff. Cultural Partner or selected arts organization is responsible for submitting an application to the JCPS IRB prior to beginning this Project.
 - c. Cultural Partner or selected arts organization may not provide any student data or information to a third-party organization.
 - d. Require all employees, volunteers and contractors (including employees of contractors) of Cultural Partner or selected arts organization performing services on JCPS school premises during JCPS school hours under this Agreement submit per KRS 160.380 to a national and state criminal history background check by 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 administrative findings of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - e. No Cultural Partner or selected arts organization contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
 - f. Prohibit Cultural Partner or selected arts organization contractors, employees, interns and volunteers under this Agreement from performing services under this Agreement and from remaining upon the premises of a JCPS facility for any purpose if the contractor, employee, intern or volunteer has been convicted of the following:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses except as provided in f below.
 - iv. Any convictions for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offences, within the past seven (7) years.

- vi. Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
- i. Cultural Partners or selected arts organization contactors, employees, interns, and volunteers under this Agreement shall immediately notify the school principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.
- g. Cultural Partner or selected arts organization will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs Cultural Partner.
- h. If the performance of this Agreement involves the transfer by JCPS to Cultural Partner or selected arts organization of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), Cultural Partner agrees to:
 - i. In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Cultural Partner and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - iii. Require all employees, contractors, volunteers, and agents of Cultural Partner or selected arts organization to comply with all applicable provisions of FERPA with respect to any such data. Cultural Partner shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
- i. For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, 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 purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all

- research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- j. Cultural Partner or selected arts organization acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article III of this Agreement.
 - k. Cultural Partner or selected arts organization 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/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
 - l. Cultural Partner or selected arts organization understands and agrees that programs and activities may not interfere with the instructional program of JCPS.
 - m. To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to Cultural Partner or selected arts organization. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Cultural Partner or selected arts organization staff, students, volunteers or contractors.

III. Entire Agreement; Duration; Amendment; Termination

This Agreement is the entire agreement of the parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the parties before the date of this Agreement. This Agreement will be in effect from July 1, 2022 – June 30, 2023 and may be updated at any time through a written agreement signed by both parties. Either party can terminate this Agreement with 30 days written notice. In the event of the termination of the Agreement, each party will remain obligated to make the payment as set forth herein for its share of the costs for all 5x5 program events awarded to participating JCPS schools before the date of termination.

IV. Payment

As provided in Article II, JCPS will pay Fund for JCPS elementary schools to participate in the 5x5 programs, up to the amount of and not to exceed \$100,000.

Payment from JCPS for the 5x5 program as outlined in this Agreement shall not be considered a donation. Fund should not include any payment from JCPS under this Agreement in any promotional materials, corporate contributions or donations, or include with information connected to the JCPS Gives or Fund for the Arts annual campaign.

For the 2022-23 school year, payment by JCPS to Fund for the JCPS share of the costs will be based on the submission of two invoices, one in February 2023 and one in June 2023, each in an amount up to but not to exceed \$50,000. Invoices should be submitted to:

Suzanne Wright
Executive Administrator of Program Management
Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

V. Reporting

When submitting invoices, Fund shall provide a list to JCPS of all schools awarded 5x5 funding for Round 1 and Round 2. By June 30 of each year, Fund will provide a final report of all schools receiving funding for the 2022-23 school year listing the amount of funding actually used by each school. Final report should be submitted to:

Suzanne Wright
Executive Administrator of Program Management
Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

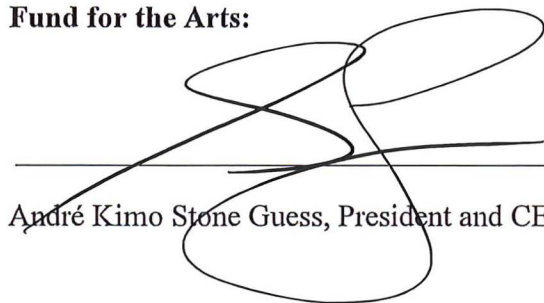
VI. Miscellaneous

If any part of this Agreement shall be held void, against public policy or illegal, the balance of this agreement shall continue to be valid and binding. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Kentucky.

VII. Signatures of Parties' Principals

IN WITNESS WHEREOF, the Parties have cause of this Agreement to be executed in their respective name on the date below to be effective as of July 1, 2022.

Fund for the Arts:



André Kimo Stone Guess, President and CEO

Date

Jefferson County Public Schools:

Martin Pollio, Ed.D. Superintendent

Date

Attachment A

Fund for the Arts 5x5 Program – List of Participating Schools

Alex R. Kennedy	Fairdale
Atkinson	Farmer
Auburndale	Field
Audubon Traditional	Foster Traditional
Bates	Frayser
Blake	Gilmore Lane
Bloom	Goldsmith
Blue Lick	Greathouse Shryock Traditional
Bowen	Greenwood
Brandies	Gutermuth
Breckinridge-Franklin	Hartstern
Byck	Hawthorne
Camp Taylor	Hazelwood
Cane Run	Hite
Carter Traditional	Indian Trail
Cochran	Jacob
Coleridge –Taylor Montessori	Jeffersontown
Coral Ridge	Johnsontown Road
Crums Lane	Kennedy Montessori
Dixie	Kenwood
Dunn	Kerrick
Eisenhower	King
Engelhard	Klondike Lane

Layne	Semple
Lincoln	Shacklette
Lowe	Shelby Traditional
Luhr	Slaughter
McFerran Preparatory	Smyrna
Medora	Stopher
Middletown	St. Matthews
Mill Creek	Trunnell
Norton	Tully
Norton Commons	Watson Lane
Okolona	Watterson
Portland	Wellington
Price	Wheatley
Rangeland	Wheeler
Roosevelt-Perry	Wilder
Rutherford	Wilkerson Traditional
Sanders	Young
Schaffner Traditional	

Attachment B

Cultural Partner for the Arts 5x5 Program

Information for Requesting Funding

The goal of the Fund for the Arts 5x5 Program is to provide elementary school students with a continuum of arts experiences, at least five (5) arts and culture experiences by the completion of grade five (5). The 5x5 program engages students in performances, workshops, and residencies offered by the Fund for the Arts Cultural Partners and selected arts organizations. All programs offered are connected to Kentucky Core Content and are designed to enhance what students are learning in the classroom.

Please contact Fund for the Arts, with any questions: (502) 582-0127.

5x5 Program Request Process and Materials for the school year:

Funding Request Form. For each program that you will request funding, you will complete a Program Request Form. This form has been redesigned to make it more user friendly. You can access this form on the Fund for the Arts website, www.fundforthearts.org under Programs – EVERY Child Arts In Education Initiative.

School Profile. You will submit one School Profile for your school. This form replaced the 5x5 Narrative and Arts Discipline Matrix. You can access this form on the Fund for the Arts website, www.fundforthearts.org under Programs-EVERY Child Arts In Education Initiative.

EVERY Child Arts In Education Initiative Education Brochure. The format of this brochure was redesigned to be more user-friendly and encourage exploration of new programs. You will notice that an At-A-Glance summary of all programs offered is provided beginning on page 2 of the brochure. A PDF of the brochure is available on the Fund for the Arts website, www.fundforthearts.org under Programs-EVERY Child Arts In Education Initiative.

Program Schedules. During the school year, schools awarded funds through 5x5 will be required to finalize scheduling of their awarded programs with the arts groups within 40 days of notification of the award. The program schedules will be submitted via a form on the Fund for the Arts website – the link to the form will be provided in the award announcement email to liaisons and principals.

Steps for Developing and Submitting Funding Request:

- 1) Review EVERY Child Arts In Education Initiative Education Brochure.
- 2) Discuss with your principal, ILT/SBDM, and teachers what their arts in education programming needs are for the school year.
- 3) Contact the arts groups to discuss specifics about their arts in education programs. Arts group contact information is included on page 1 of the education brochure.
- 4) Complete the Funding Request Form for each program your school will request during the school year.
- 5) Complete the school profile. Your school will submit this form only once.
- 6) Schools have two opportunities to submit funding requests for each school year.
- 7) Schools may request funding at each deadline. Please note that funding priority is given to requests submitted in Round 1.
- 8) Request funding decisions will be sent via email to the person who submitted the application with a copy to the school principal.