

OK AS TO FC
A.M.H. 11.6.2023

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Squallis Puppeteers, Inc.

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Squallis Puppeteers, Inc. (hereinafter "SQUALLIS"), a Kentucky non-profit in good standing located at 1228 East Breckinridge Street, Louisville, KY 40204.

WHEREAS, SQUALLIS helps children and adults imagine what is possible, create new worlds, and uncover the stories we all have to tell, and their puppets are handmade using everyday materials, demonstrating that creativity and innovation are always within reach.

WHEREAS, SQUALLIS is recognized as a positive and important part of the Louisville community, telling stories that challenge viewers to think, while reflecting values of citizenship, empathy and collaboration.

WHEREAS, SQUALLIS will provide arts experiences at multiple JCPS schools using a grant it received through External Agency Funding provided by Louisville/Jefferson County Metro Government;

WHEREAS, JCPS desires to partner with SQUALLIS to provide the arts experiences;

NOW THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and SQUALLIS agree as follows:

1. Duties of SQUALLIS:

- a. SQUALLIS will provide an enrichment program focusing on creativity at the J. B. Atkinson Academy. This enrichment program will be provided to Gifted and Talented students aligned with their Gifted student service plan. The SQUALLIS program will also be offered as an extension to primary talent pool students. Students will expand their creative minds with hands-on activities (i.e., make puppets, sew, write stories, and build community). SQUALLIS will provide 16 half-hour sessions to Atkinson at no cost.
- b. SQUALLIS will offer "Rage-O-Saurus Rex" a puppet show for preschoolers and kindergartners at Blake and Okolona Elementary Schools at no cost to the schools.
- c. SQUALLIS may provide performances of plays or puppet-making workshops to other JCPS schools, or additional performances at the schools mentioned above,

as requested; however there may be some costs associated with those additional performances and workshops. Pricing is included as Attachment A.

- d. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- e. For any projects involving program evaluation, monitoring activities, or data collection or research 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.
- f. If the performance of this Agreement involves the transfer by JCPS to SQUALLIS of any data regarding any student, SQUALLIS acknowledges the data shared by JCPS is confidential data and proprietary to JCPS, and it agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Education Rights and Privacy Act, 20 U.S.C. 1232 (g) and 34 C.F.R. 99.31 (a) (6) (“FERPA”); the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
- g. If the performance of this Agreement involves the transfer by JCPS to SQUALLIS of any data regarding any student that is subject to FERPA, SQUALLIS agrees to:
 - 1. 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 SQUALLIS 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.
 - 2. Require all employees, contractors, volunteers, and agents of SQUALLIS to comply with all applicable provisions of FERPA with respect to any such data. SQUALLIS shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - 3. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as

necessary to fulfill the purposes of this Agreement. SQUALLIS shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.

4. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of SQUALLIS necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement 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 form, including, but not limited to, published results of studies.
5. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which SQUALLIS no longer needs it for the purposes of this Agreement. SQUALLIS will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- h. JCPS retains the right to audit SQUALLIS's compliance with the confidentiality requirements of this provision. SQUALLIS 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 5 of this Agreement.
- i. 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.
- j. Require all SQUALLIS employees/interns/volunteers/contractors 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/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 1. Any conviction for sex-related offenses.
 2. Any conviction for offenses against minors.
 3. Any conviction for felony offenses, except as provided below.
 4. Any conviction for deadly weapon-related offenses.
 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 6. Any conviction for violent, abusive, threatening or harassment related offenses.

7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

- k. All SQUALLIS employees, interns, volunteers and contractors under this Agreement shall immediately notify the 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.
- l. SQUALLIS shall require all employees/interns/volunteers/contractors performing services on JCPS school premises during JCPS school hours under this Agreement 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 and neglect records maintained by the Cabinet for Health and Family Services.
- m. SQUALLIS staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- n. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to SQUALLIS. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to SQUALLIS.

2. Mutual Duties:

- a. Each party shall comply with the 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, student or student's parent or guardian based on 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.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

- c. The respective administrative offices of JCPS and SQUALLIS who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
3. **Term:** This Agreement shall be effective commencing December 6, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written agreement of JCPS and SQUALLIS.
4. **Payment:** There is no cost to Atkinson Academy, Blake Elementary or Okolona Elementary for performances by SQUALLIS as outlined in Section 1 a-b above. Additional performances at these schools or performances requested by other schools will be billed at SQUALLIS's 2023-24 rates included in Attachment A. To receive payment, SQUALLIS must submit an itemized invoice to each school. Invoices must specify the actual work performed.

Agreement Amount: The cost of additional performances may not exceed \$10,000.

Expenses (if not applicable insert N/A): N/A

Fund Source: Various school cost centers.

5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving thirty (30) days prior written notice to the other party. If JCPS terminates the Agreement, SQUALLIS will be permitted in their discretion to continue to provide services during the period in which the thirty (30) day notice becomes effective.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and SQUALLIS.
7. **Independent Parties:** JCPS and SQUALLIS are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and SQUALLIS concerning the SQUALLIS and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a 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 provision.

11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

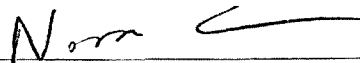
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Squallis Puppeteers, Inc.:

Marty Pollio, Ed.D, Superintendent



Nora Christensen, Executive Director

Date: _____

Date: 11/7/23

Attachment A – Squallis Puppeteers Programs and Pricing

Puppet Shows

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|----------------------------|-------|----------------|
| “Tricky Fox” Show | \$300 | One Performer |
| “Ferdinand & Friends” Show | \$600 | Two Performers |
| “Rage-O-Saurus Rex” Show | \$500 | Two Performers |
| ”Mouse Tales” Show | \$500 | Two Performers |

Workshops

| | | |
|------------------------|-------|--------------|
| Finger Puppet Workshop | \$300 | for one hour |
| Sock Puppet Workshop | \$300 | for one hour |