

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 in Learning 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 Arts Program Partners 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 selected Arts Program Partner 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 comply with all current State and District health and safety policies and guidelines.
 - b. Only after approval from the JCPS Institutional Review Board (IRB), collect any data or information or administer surveys to students and/or staff. Selected Arts Program Provider is responsible for submitting an application to the JCPS IRB prior to beginning this Project.
 - c. Selected Arts Program Provider 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 selected Arts Program Provider. 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 Arts Program Provider 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 selected Arts Program Provider 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. 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. 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 Arts Program Partner.
- h. If the performance of this Agreement involves the transfer by JCPS to Arts Program 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”), Arts Program 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 Arts Program 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 Arts Program Partner to comply with all applicable provisions of FERPA with respect to any such data. Arts Program 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. Arts Program Partner 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. Arts Program Partner 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. Arts Program Partner 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 Arts Program Partner. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Arts Program Partner 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, 2023 – June 30, 2024 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 2023-24 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 2024 and one in June 2024, each in an amount up to but not to exceed \$50,000. Invoices should be submitted to:

Suzanne Wright
Executive Administrator of Academic 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 2023-2024 school year listing the amount of funding actually used by each school. Final report should be submitted to:

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

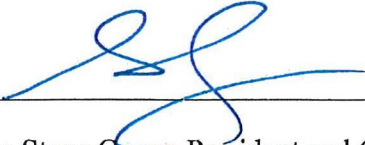
VI. Miscellaneous

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

If the terms of this Memorandum of Agreement are acceptable, please sign and date the Agreement and return to JCPS.

Fund for the Arts:



André Kimo Stone Guess, President and CEO

1/30/24

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	Dixie
Atkinson	Dunn
Auburndale	Eisenhower
Audubon Traditional	Engelhard
Bates	Fairdale
Blake	Farmer
Bloom	Fern Creek ES
Blue Lick	Field
Bowen	Foster Traditional
Brandies	Frayser
Breckinridge-Franklin	Gilmore Lane
Brown	Goldsmith
Byck	Greathouse Shryock Traditional
Camp Taylor	Greenwood
Cane Run	Gutermuth
Carter Traditional	Hartstern
Chancey	Hawthorne
Chenoweth	Hazelwood
Cochran	Hite
Cochrane	Indian Trail
Coleridge –Taylor Montessori	Jacob
Coral Ridge	Jeffersontown
Crums Lane	Johnsontown Road

Kennedy Montessori	Sanders
Kenwood	Schaffner Traditional
Kerrick	Semple
King	Shacklette
Klondike Lane	Shelby Traditional
Layne	Slaughter
Lincoln	Smyrna
Lowe	Stonestreet
Luhr	Stopher
Maupin	St. Matthews
McFerran Preparatory	Trunnell
Medora	Tully
Middletown	Watson Lane
Mill Creek	Watterson
Norton	Wellington
Norton Commons	Wheeler
Okolona	Wilder
Perry	Wilkerson Traditional
Portland	Wilt
Price	Young
Rangeland	Zachary Taylor
Rutherford	

Attachment B

Arts Program 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 Arts Program Partner. 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/funding under 5x5 and Teacher Arts Grants (TAG).

5X5 and Teacher Arts Grants (TAG) 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 6 of the brochure. A PDF of the brochure is available on the Fund for the Arts website, www.fundforthearts.org/funding under 5x5 and Teacher Arts Grants (TAG)

Program Schedules. During the school year, schools awarded funds through 5x5 will be required to finalize scheduling of their awarded programs with the Arts Program Providers within 60 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 5x5 and Teacher Arts Grants (TAG) 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 Program Partners to discuss specifics about their arts in education programs. Arts group contact information is included on page 4 of the education brochure.
- 4) Complete the Funding Request Form for each program your school will request during the school year.
- 5) Schools may have two opportunities to submit funding requests for each school year.
- 6) Schools may request funding at each deadline. Please note that funding priority is given to requests submitted in Round 1.
- 7) Request funding decisions will be sent via email to the person who submitted the application with a copy to the school principal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

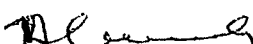
PRODUCER USI Insurance Services LLC 312 Elm Street, Suite 2400 Cincinnati, OH 45202	CONTACT NAME: Jennifer Trappe
	PHONE (A/C, No, Ext): 513-270-8227 FAX (A/C, No): 610-537-2223 E-MAIL ADDRESS: jennifer.trappe@usi.com
INSURED Fund for the Arts 623 W. Main Street Louisville, KY 40202	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : The Cincinnati Insurance Company 10677
	INSURER B : Cincinnati Indemnity Company 23280
	INSURER C : Tracking Purposes Only NONAIC
	INSURER D : INSURER E : INSURER F :

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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP0190591	04/16/2022	04/16/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EBA0190591	04/16/2023	04/16/2024	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 RETENTION \$			EPP0190591	04/16/2022	04/16/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC037236806	04/16/2023	04/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is added as Additional Insured as respects General Liability.

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 
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