



**Scholastic
Art & Writing
Awards**

Alliance for
Young Artists
& Writers

Affiliate Partner Agreement

LOUISVILLE METROPOLITAN AREA ART REGION

This Affiliate Partner Agreement (“Agreement”) sets forth the terms and conditions between the Alliance for Young Artists & Writers, Inc. (“Alliance”) and Jefferson County Public Schools (“Affiliate”) for the successful administration of a Scholastic Art & Writing Awards (“Awards”) regional program.

Background

The Scholastic Art & Writing Awards are an extracurricular program presented by the Alliance for Young Artists & Writers. The Alliance is a 501(c)(3) nonprofit organization whose mission is to identify students with exceptional artistic and literary talent and present their remarkable work to the world. The Awards give students opportunities for recognition, exhibition, publication, and scholarships.

The Alliance administers the Awards, and owns or controls the trademarks and logos (the “Marks”), the URLs (the “URLs” or the “Alliance Websites”) and the Awards program materials developed by the Alliance as well as all entries and information provided to the Alliance by participants, the Affiliate, and any other parties in any format set forth in Schedule I to this Agreement (the “Awards Materials”).

Affiliate wishes to participate as an Affiliate Partner by administering the Art Awards (“Regional Program”) in the Affiliate’s Area of Service under the direction of the Alliance, and subject to the terms of this Agreement.

Term

Affiliate agrees to a contract term (“Term”) of one year beginning July 1, 2024 and ending June 30, 2025, subject to the termination clause of this Agreement.

Area of Service

Affiliate agrees to administer its Regional Program within the following area:

Counties in Kentucky: Bullitt, Hardin, Henry, Jefferson, Oldham, Nelson, Shelby, Spencer;
Counties in Indiana: Clark, Crawford, Floyd, Harrison, Washington

Affiliate agrees not to conduct any activities related to the Awards outside the Area of Service without the prior consent of the Alliance.

Participants will be automatically assigned to the appropriate region based on the zip code of their principal school. If the participant is enrolled in a long-distance, virtual, or home school program, they will be placed into the appropriate region based on their home address.

Submission Deadline

Affiliate agrees to have a submission deadline between December 1, 2024 and January 7, 2025.

The regional submission deadline will be: January 7, 2025

If a deadline is not indicated above, a deadline will be selected by the Alliance.

Diversity, Equity, & Inclusion

The Alliance and Affiliate affirm their commitment to principles of diversity, equity, and inclusion as set forth in Schedule III. This includes expanding access to programming, removing barriers to participation in the Awards, ensuring transparent and equitable decision-making, and creating opportunity for belonging. Please use the worksheet in Schedule IV to set a DEI goal below:

The Alliance and Affiliate have agreed to work towards the following DEI goal specific to the Louisville Metropolitan Area Art Region:

To increase Title 1 school participation by 10% in the 2025 Scholastic Art Awards program, the regional Affiliate Coordinator will make appointments to visit a classroom or meet with the art teacher(s) at the following schools by November 1:

Academy @Shawnee, Butler HS, Central HS, Doss HS, Fairdale HS, Fern Creek HS, Iroquois HS, Grace James Academy, Jeffersontown HS, Marion C. Moore School, Pleasure Ridge Park HS, Seneca HS, Southern HS, Valley HS, Waggener HS, and Western HS.

ALLIANCE RESPONSIBILITIES

Support and Training

The Alliance will provide support and training for the administration of Awards programs. The Alliance will provide materials outlining program procedures and policies, including user guides, tutorial videos, live webinars, newsletters, and ongoing customer service support for Affiliate staff by phone or email.

The Alliance will also create space for collaboration and peer-to-peer learning with other organizations across the partner network.

The Alliance will host a leadership conference and periodic town halls for Affiliate development in collaboration with the Affiliate Advisory Council, which includes representatives of the Affiliate Partner Network.

Awards Management System

The Alliance will grant the Affiliate access to a web-based database tool to facilitate submission processing, adjudication, and program management.

Regional Web Page

The Alliance will provide a regional web page within the Alliance website containing information about the Regional Program as updated by the Affiliate.

Customer Service

The Alliance will provide customer service support by email for program participants regarding general Awards policies and the Awards Management System.

Program Materials

The Alliance will work with partners to provide appropriate materials to celebrate participants through the Awards. Examples include:

- Digital or print materials announcing a call for entries.
- National publications.
- Gold and Silver Key pins or other branded materials.

National Recognition

Works designated with a Gold Key by January 16, 2025 by the Affiliate will be considered for national recognition.

- All National Awards will be published on the Alliance website.
- Gold Medalists will be invited to participate in a national ceremony on June 11, 2025.
- Some National Medalists will be selected for additional exhibitions, publications, and scholarships.

Affiliate Promotion

The Alliance will list the Affiliate on the Alliance website and in certain publications that are distributed for free to participants and program partners.

AFFILIATE RESPONSIBILITIES

Affiliate agrees to the following responsibilities:

Administer Regional Program

Affiliate agrees to administer the Regional Program in accordance with Alliance Participation Terms and program policy.

Affiliate will designate a sufficient number of responsible persons to coordinate each aspect of the Regional Program and to monitor closely the performance of the duties set forth in this Agreement.

Affiliate is responsible for all expenses incurred in connection with Regional Program administration.

Affiliate will consult with the Alliance prior to approaching a national corporation with a local presence in the Affiliate's region with respect to requests for cash and in-kind donations of products and services pertaining to the Awards.

Affiliate will update the microsite with region-specific information, including submission deadline, Affiliate contact information, and ceremony details, by Friday, **August 23, 2024**.

Affiliate will provide print or digital call for entries materials to each middle and secondary school that enrolls students in grades 7–12 within its Area of Service. Affiliate may include supplemental materials in accordance with this Agreement.

Data Collection

As between the Alliance and the Affiliate, data that is entered through the Awards Management System belongs to the Alliance. All communications to participants using data collected from the Alliance or through the Awards Management System should clearly refer to the Scholastic Art & Writing Awards.

Affiliate will use data collected from the Alliance or through the Awards Management System solely for the purposes of administering the Awards. Without limiting the foregoing, Affiliate will

not rent or sell the data or use the data for its own or any third party's commercial purposes, nor shall it enable or permit any third party to do so. Further, Affiliate will not disclose any Awards data to any third party except as expressly authorized by the Alliance, except as required by statute or court order provided Affiliate notifies the Alliance promptly upon receipt of notification that such disclosure is required and prior to making the required disclosure, unless providing notice is expressly prohibited by the statute or court order.

The Alliance shall have the right at all times to access, receive a copy of, modify, remove and/or delete Awards data that is within the custody or control of Affiliate. Affiliate shall promptly provide the Alliance with all requested assistance in connection therewith. If the Alliance deletes or requires deletion of all or a portion of the data, Affiliate shall not retain any copies thereof unless required to do so by applicable law, in which case Affiliate shall so notify the Alliance.

Alliance and Affiliate shall maintain appropriate administrative, technical and physical safeguards and practices to protect the security, confidentiality and integrity of Awards data in its custody or control.

Participation Limits

Affiliate is required to allow anyone enrolled in grades 7–12, ages 13 years or older, who meets the eligibility criteria to participate without limits, such as enforcing a maximum number of submissions a teen, educator or school is allotted, or category-specific submission limits.

The only participation limits are implemented by the Alliance and restrict individual photography submissions to a maximum of 16 photos per teen and 2 art and/or 2 writing portfolios.

All local guidelines and policies for participation must be approved by the Alliance in advance and must be equally applied to participants regardless of whether they are enrolled in public, private, charter, virtual, home, or other school programs.

Parent Permission

Participants who are under the age of 18 must have permission from a parent or guardian to participate in the Awards. Permission may be collected through the Awards Management System or through an off-system solution approved in advance by the Alliance.

While educators may help their students enter the Awards, their involvement and approval is not required.

Digital Adjudication

Affiliate agrees to conduct regional adjudication using the digital adjudication tools provided by the Alliance and in accordance with the Program Guide.

Affiliate agrees to recruit a diverse group of qualified jurors to adjudicate all submissions to the Awards in the Affiliate's area of service. Diversity includes, but is not limited to, gender, age, race, disability, sexual orientation, socioeconomic status, world views, and professional experience.

Affiliate will assign Gold Keys to 5-7% of all individual works and 5-7% of all portfolio works.

Affiliate will finalize all regional awards in the Awards Management System by Thursday, **January 16, 2025**.

Regional Announcements and Celebrations

Affiliate will notify regional award recipients no later than one week following the deadline to finalize all regional awards.

Affiliate will promote and publicize the Awards to local media.

Affiliate will use “Jefferson County Public Schools, an Affiliate Partner of the Alliance for Young Artists & Writers” on printed materials used for the Awards, including press releases, advertising, exhibition signage, and catalogs; orally in public service announcements; and digitally on Internet sites.

Affiliate will organize a regional exhibition or reading of Awarded works and a regional ceremony to publicly recognize Awards participants.

Affiliate will distribute print or digital recognition items, including certificates and Gold and Silver Key pins.

PROGRAM COSTS

Entry fees are \$10.00 for each individual submission and \$30.00 for each portfolio submission. No additional entry fees are permitted.

If entry fees are a barrier to a teen’s participation, the Alliance and Affiliate will waive the entry fee completely for that participant.

The Alliance and Affiliate agree to share equally the entry fees collected during the Term of this Agreement. Any payment to the Alliance or the Affiliate of either party’s share of the entry fees will be issued no later than Thursday, **May 15, 2025**.

Stripe Fees

The Alliance and Affiliate will share costs associated with Stripe transaction fees. Stripe charges 2.9% plus 30 cents per transaction. The Alliance and Affiliate each shall pay 50% of these transaction fees.

Affiliate Fee

Affiliate shall pay the Alliance a fee (“Affiliate Fee”) of \$1,000 in consideration for becoming an approved administrator of a single art or writing Regional Program or \$1,500 in consideration for becoming an approved administrator of multiple art or writing Regional Programs. The Affiliate Fee is to be paid to the Alliance no later than Thursday, **May 15, 2025**.

ADDITIONAL PROVISIONS

Code of Conduct

During the term of this Agreement and thereafter, Affiliate agrees to take no action which is intended, or would reasonably be expected, to harm the Alliance or the Awards program or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Alliance or the Awards program. Affiliate further agrees not to publicly disparage or comment negatively about the Alliance or the Awards program, its officers, Board of Directors, management, and/or current or former employees while the term of this Agreement is in effect and thereafter.

Rescission Rights of the Alliance

The Alliance reserves the right, in its sole and absolute discretion, to disqualify any participant or to rescind any Awards issued through the Regional Program. For example, if the Alliance determines that an Award was granted to a participant whose work is not sufficiently original, the Alliance will revoke the Award.

Licensing of Alliance Intellectual Property

Subject to the terms and conditions set forth in this Agreement, the Alliance hereby grants to Affiliate during the Term of this Agreement a limited, revocable non-exclusive, non-transferable, royalty-free license (without the right to sub-license) to use the Marks, the URLs, and the Award Materials in connection with the promotion of the Regional Program to be administered by the Affiliate (the "Licensed Property"). The use of the Licensed Property by the Affiliate shall be of high standard and of such quality as to be adequate and suited to the best advantage and to the protection and enhancement of the Licensed Property and the goodwill pertaining thereto, and such use shall not reflect adversely upon the good name of the Alliance or other owner of the Licensed Property or upon the high character of the Licensed Property.

The Affiliate shall comply with the Alliance guidelines set forth in the applicable Program Guides and Submission Materials whenever using the Licensed Property in any manner to advertise or promote the program.

Affiliate is required to use the Alliance logo exactly in the form set forth on Schedule II. The use of the Alliance logo, the other Marks, the URL and the Award Materials inures to the benefit of the Alliance and the Alliance shall continue to own, exclusively, all rights title and interest in the Marks, the URLs and the Award Materials. The Affiliate shall submit all proposed uses, including advertising and marketing material, bearing the Licensed Property to the Alliance for prior review and approval by the Alliance.

Affiliate shall not use the word "Scholastic" in any URL independently related to the Affiliate.

Relationship of Parties

The parties hereto are independent and neither is the legal agent, joint venture, partner, or employer of the other and, except as expressly provided herein, the Alliance shall not be obligated by any agreements, representations, or warranties made by Affiliate to any person or organization, nor with respect to any other action of Affiliate, nor shall Alliance be obligated for any damages to any person or organization whether caused by Affiliate's action, failure to act, negligence, or willful misconduct. The Alliance is not responsible for the supervision, daily direction, or control of Affiliate or any employee or agent of Affiliate.

Termination

Either party may terminate this Agreement without cause upon three (3) months prior notification in writing to the other party.

The Alliance may terminate this Agreement immediately upon written notice to Affiliate if:

1. Affiliate fails to carry out its obligations under this Agreement such that the implementation and conduct of the Awards is jeopardized; or
2. Alliance determines that there has been any impropriety on the part of Affiliate or any employee or agent of Affiliate (including, but not limited to, any juror designated by Affiliate); or

3. Affiliate improperly uses the Licensed Property, Scholastic Corporation name, participant mailing lists; and participation data collected through ORS; or
4. Affiliate uses its affiliation with the Alliance in such a way that it compromises the operation of the Awards, the operational reputation of the Awards, other Alliance programs, or the operation of other affiliates; or
5. Affiliate breaches any material provision of this Agreement.

Amendments

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties.

Notice

Any notice or other written communication required to be given pursuant to this Agreement shall be deemed given when personally delivered; or three (3) days after it has been sent by United States registered or certified mail, postage pre-paid, properly addressed to the party to receive the notice at the following address or any other address given to the other party:

If to the Alliance:

Alliance for Young Artists & Writers
557 Broadway
New York, New York 10012

If to Affiliate:

Jefferson County Public Schools
JCPS, Camp Edwards Education Complex, 701 S. Hancock St
Louisville, KY, 40218

Severability

If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement, then this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

Assignment; Successors and Assigns

This Agreement may not be transferred or assigned by Affiliate without the prior written consent of the Alliance. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and is not intended to confer upon any other person or entity any rights or remedies hereunder.

Waiver; Cumulative Rights

No waiver of any term, condition, or obligation of this Agreement shall be valid unless in writing and signed by the waiving party. No failure or delay by either party at any time to require the other party to perform strictly in accordance with the terms of this Agreement shall preclude that party from requiring performance by the other party at any later time. No waiver of any one or several of the terms, conditions or obligations of this Agreement, and no partial waiver thereof, shall be construed as a waiver of any of the other terms, conditions, or obligations of this Agreement. All

rights and remedies provided for in this Agreement are cumulative and in addition to any and all other rights or remedies available to a party, whether at law, in equity, by contract or otherwise.

Force Majeure

If either Affiliate or the Alliance fails to perform any obligation hereunder because of the unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond such party's control, such failure shall not be deemed a breach of this Agreement and if any time period for performance is specified, such period shall be deemed extended accordingly.

Governing Law

This Agreement has been entered into in the State of New York, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of New York and the Courts of the State of New York shall have exclusive jurisdiction regarding any claims arising under this Agreement.

Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Scanned, faxed and/or electronically submitted signatures shall be deemed original signatures and given the same legal effect as original signatures on physical documents.

Affiliate represents and warrants that it and the officer signing this agreement, has all necessary rights and authority to enter into this Agreement and to perform the obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Alliance for Young Artists & Writers, Inc.

By: _____ Date: _____

Christopher Wisniewski
Executive Director

Jefferson County Public Schools

By: _____ Date: _____

Name
Title

SCHEDULE I

AWARD MATERIALS

“Award Materials” means all materials, in all media, provided by the Alliance to the Affiliate and all participants and educators in connection with the Awards, including, but not limited to, the following:

- All Marks and other trademarks and intellectual property of the Alliance or its licensors.
- Any data collected by the Affiliate or the Alliance, including, but not limited to, participant mailing lists, emails, and all other participation data collected through the Awards Management System.
- The URLs
- All entries and information provided to the Alliance by participants, educators, the Affiliate, and any other parties in any format
- Keys, Pins, Seals, Certificates, Stickers, and other Awards
- Entry Materials
- The Affiliate microsite(s)
- The Affiliate newsletters
- Archived webcasts
- Outreach material
- Gold Key and Silver Key pins
- Category descriptions
- Program descriptions
- Remaining ceremony supplies (Certificates, Seals, Stickers)
- Press releases and form letters
- ALL digital assets (e.g. participant email lists, logo, or Program Guides).

SCHEDULE II

Affiliate is required to use the following program logo according to the brand guidelines in the Partner Resource Site, partners.artandwriting.org:



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SCHEDULE III

Statement on Diversity, Equity, and Inclusion

The Alliance for Young Artists & Writers is committed to principles of diversity, equity, and inclusion. First and foremost, this commitment is reflected in our core service of recognizing, empowering, and elevating teen voices. Furthermore, this commitment is also reflected in all levels of the organization, from our efforts to build our staff, Board leadership, and the many partnerships that make our work possible, to our operations and decision-making.

Diversity is represented by a mosaic of individuals from a variety of races, ethnicities, religions, gender expressions, sexualities, geographic backgrounds, cultures, ages, abilities, migrant, and socioeconomic groups. The diversity of our audiences, staff, and the Board provides the Alliance with a variety of perspectives, experience, and resources that help us achieve our goals, and the Alliance's policy is to value difference in order to maximize each individual's unique contribution.

We define equity as fair treatment, equality of opportunity, and fairness in access to information and resources. Specific to our core service, we strive to ensure that each teenager has equal opportunity for success, by expanding and removing barriers to participation in the Awards and/or other Alliance programs.

We also define inclusion as the active involvement, participation, representation, and empowerment of the diverse individuals in our community.

Since their founding in 1923, the Awards have been defined by a mission and a vision that are grassroots and inclusive—extending recognition opportunities to those young people who are too often overlooked. Our mission, vision, and values remain, as we adapt to the changing circumstances of the American life in the 21st century, and underlie our commitment to the principles of diversity, equity, and inclusion.

Statement approved by the Board of Directors on January 28, 2020.

SCHEDULE IV

DEI Goal Worksheet

Diversity, Equity, & Inclusion

Setting aspirational but achievable goals is an essential next step in affirming our shared commitment to principles of diversity, equity, and inclusion and working to expand access to our programming, remove barriers to participation in the Scholastic Awards, and create opportunities for belonging.

We are asking each of our partners to set a region-specific DEI goal for the 2023 program year. Goals that are approved by the Alliance will be included in the 2023 Affiliate Partner Agreement. Please use the following worksheet to help you set a specific program goal that is measurable and can be accomplished by June 30, 2023.

Evaluate your program

Consider who participates in your program at each stage: entering the program, awards selection, the ceremony and other moments of recognition, and additional opportunities like scholarships.

The Alliance has a new tool to better visualize the demographics of teens participating in your region. Visit partners.artandwriting.org/outreachpages/data-tools/ to access your region's report.

Describe where you'd like the program to be

What aspects of your program are successful at creating a space for inclusion and belonging? What aspects of your program could be improved? What does your ideal program look like?

Identify barriers

What are the barriers that are preventing teens and educators from participating in your region of the Scholastic Awards? What are some of the unintentional inequities present in your program? What other barriers impact your program?

Set a Goal

When setting a specific program goal, consider the following questions.

What is the objective and how will the outcome be measured?

How will the goal be accomplished?

Who will be responsible for taking action to accomplish the goal?

When will the goal be accomplished? Are there benchmarks to track the program's progress?

Why will accomplishing this DEI goal improve your overall program?

Remember the purposes of goal setting are to define what success looks like, celebrate accomplishments when they're achieved, and identify concrete challenges when they arise—not to focus on failures or false-starts. Be realistic and aspirational!

Examples

Goal: Receive 200 entries from title 1 schools

To receive at least 200 entries from students at 5 out of the following 10 title 1 schools who didn't participate in 2023, the Program Coordinator will make appointments to visit a classroom or meet with a teacher at each of the following 10 schools by November 1:

Center High School, North Middle School, John Doe Junior High, East Public School, Generic Academy, West High School, South Middle School, First Junior High, River School, Virtual PS

Goal: Increase entries from BIPOC teens to 15% of total entries

To increase the number of entries from BIPOC teens from 10% of overall entries to 15%, the Program Director will meet with the District Superintendent by October 1 to identify 10 teachers across the school district whose students would benefit from the Scholastic Awards. The Program Coordinator will work with ABC Community Organization and XYZ Afterschool Program to promote the Awards because these organizations serve BIPOC communities. The Education Coordinator will organize a writing workshop at ABC on October and an event at XYZ on November 15 for teens to have their work photographed. As an extra incentive, five teens who participate in each event will have their work shared on our social media channels in December.

Goal: Recruit 10 first-time BIPOC jurors

To create more diverse judging panels, the program director will work with XYZ Community Organization and the Alumni Relations Office to recruit 10 new judges by November 1, ensuring at least half of our judges this year are first time participants. The program coordinator will ensure that all panels are assigned to mixed gender panels so that no panel is comprised of three men or three women. The exhibition manager will create a new display at the exhibition that includes a list of jurors with brief professional biographies.

Goal: Ensure at least half of the speakers at the ceremony identify as members of a historically marginalized community

To ensure our ceremony represents the diversity of teens who participate in our program, the Program Director will invite two key note speakers in addition to the Dean and will ensure that at least half of the adults who speak at the ceremony are people of color; the Program Coordinator will work with the Campus Office of Inclusion to brainstorm new ways to celebrate participating students during the ceremony; and the Coordinator will create a new playbill that features a range of motivational quotes from our local jurors.

Completing the Agreement

Please include your goal in the space provided on page 2 of this agreement. If needed, you may add your goal as an addendum to the agreement and indicate where it can be found in the space provided on page 2.

