



Memorandum of Agreement

Overseas Cowboy Films, LLC

And

Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") 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 Overseas Cowboy Films, LLC (hereinafter "OVC Films"), with its principal place of business at 421 S. Laurel, Royal Oak Michigan 48067.

WHEREAS, JCPS and OVC Films wish to outline in writing a mutual agreement of a partnership to highlight the impact and significance of the Law Magnet at Central High School through a feature length documentary filming the Law Magnet Class for the duration for the 2023-2024 school year (hereinafter "Project").

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOA, JCPS and OVC Films agree that they will collaborate on the Project described below.

I. OVC Films agrees to:

- a) Film the Law Magnet Class for the duration of the 2023-2024 school year.
- b) Utilize a team that will consist of 2-3 individuals including a field producer, cinematographer, and sound recordist. All will have extensive film experience and know how to get coverage without being disruptive to the class.
- c) Obtain background checks on film crew and provide them to Central Admin and JCPS for approval.
- d) Propose filming schedules for each month to be sent to Central High School and JCPS by the first of the month. Depending on class activities and subject matter, filming can range from twice a week to once every other week.

- e) On occasion, and to include other storylines from Central High School, OVC Films hopes to film other magnet tracks at Central and will approach administration with these requests on an individual basis for approval.
- f) On occasion, and to include footage showcasing the Central High School community, OVC Films hopes to film larger school events such as sports games, dances, graduation, etc... and will approach administration with these requests on an individual basis for approval.
- g) All employees, volunteers and contractors (including employees of contractors) of OVC Films performing services on JCPS school premises during JCPS school hours under this MOA are required 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 administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- h) No 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
- i) Prohibit contractors, employees, interns and volunteers under this MOA from performing services under this MOA and from remaining upon the premises of a JCPS facility for any purpose under this MOA if the contractor, employee, intern or volunteer has been convicted of the following:
 - 1. Any conviction for sex-related offenses;
 - 2. Any conviction for offenses against minors;
 - 3. Any conviction for felony offenses except as provided in number 6 below;
 - 4. Any conviction for deadly weapon-related offenses;
 - 5. Any conviction for drug-related offenses, including felony drug offenses,

within the past seven (7) years;

6. 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.

7. Contractors, 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.

j) OVC Films 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 OVC Films.

k) If the performance of this Agreement involves the transfer by JCPS to OVC Films 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”), OVC Films agrees to:

1. 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.

2. 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 OVC Films and its employees, contractors, volunteers, and agents, without the 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.

3. Require all employees, contractors, volunteers, and agents of OVC

Films to comply with all applicable provisions of FERPA with respect to any such data. OVC Films shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.

4. 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. OVC Films 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 section ii of this provision.

5. 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 OVC Films 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.

6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by OVC Films for the purposes of this Agreement. OVC Films will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

1). JCPS retains the right to audit OVC Films' compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to OVC Films 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"), OVC Films agrees to:

1. 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.

2. 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 OVC Films and its employees, contractors, volunteers, and agents, without the 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.

3. Require all employees, contractors, volunteers, and agents of OVC Films to comply with all applicable provisions of FERPA with respect to any such data. OVC Films shall require and maintain confidentiality agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this agreement.

m). JCPS retains the right to audit OVC Films compliance with the confidentiality requirements of this provision.

n). 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 and 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.

o). OVC Films acknowledges that any violation of this MOA 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 MOA pursuant to Article V of this Agreement.

p). OVC Films 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/\$3,000,000 per policy and provide JCPS with a

certificate of insurance upon request.

q). OVC Films understands and agrees that the Project may not interfere with the instructional program of JCPS.

r). To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to OVC Films.

II. Jefferson County Public Schools agrees to:

- a) Work in collaboration with OVEC Films to provide the opportunity for filming as outlined in the proposed filming schedule.
- b) Follow the proposed schedule unless an emergency situation takes precedence and the decision to reschedule has been discussed with JCPS and OVC Films.
- c) Assist with communication efforts to Central High School families
- d) Assist with securing approved informed consent forms from Central High School families
- e) Provide on-going administrative support through the duration of this project.

III. General Conditions:

- a) Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this MOA pursuant to Article V of this Agreement.

IV. Period of Performance:

This MOA shall be in effect for the period beginning August 16, 2023 and ending August 01, 2024. Either party may terminate this MOA by providing 30 days' written notice. The Jefferson County Board of Education may terminate this MOA immediately in the event that student confidentiality or safety is deemed to be in jeopardy or for any other reason the Superintendent determines

is in the best interest of the school.

V. Termination:

The MOA may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This MOA may be terminated immediately by JCPS upon ten (10) business days' written notice to OVC Films for its failure to cure a material breach of this MOA.

VI. Modification:

No waiver, alteration, or modification of the provisions of this MOA shall be binding unless in writing and mutually agreed upon by both JCPS and OVC Films.

VII. Equal Opportunity:

During the performance of this MOA, OVC Films shall comply with 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 because of 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, or disability or limitations related to pregnancy, childbirth, or related medical conditions.

VIII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOA, it is mutually understood and agreed that OVC Films is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the Overseas Cowboy Films.

IX. Captions:

Section titles or captions contained in the MOA are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this MOA or the intent of any provisions hereof.

X. Entire Agreement:

This MOA contains the entire agreement between JCPS and OVC Films and supersedes any and all prior agreement executed contemporaneously with the execution of the MOA and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, with the effective date as of August 16, 2023.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

OVERSEAS COWBOY FILMS, LLC:

Jesse Nesser
Jesse Nesser
Director

08/04/2023
Date