

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Fund for the Arts
And
The Louisville Academy of Music**

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, Fund for the Arts (hereinafter "Fund for the Arts"), a nonprofit organization with its principal place of business at 623 West Main Street, Louisville, Kentucky 40202, and The Louisville Academy of Music (hereinafter "LAM"), with its principal place of business at 2740 Frankfort Avenue, Louisville, Kentucky 40206.

WHEREAS Fund for the Arts has provided funding directly to LAM through the Arts for Kosair Kids© grant to offer weekly in-person creative music making class for elementary students at Bellewood state agency school (hereinafter "Bellewood").

WHEREAS Bellewood desires to enter a partnership with LAM to implement music classes for elementary students (hereinafter "Project"). Classes will focus on music and sound as vehicles for creative expression, regardless of prior musical knowledge or ability. The activities will focus on using sounds to tell stories, evoke images, and express emotion. Students will learn to explore music creatively both as soloists and in cooperation with their classmates

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

I. Fund for Arts agrees to:

- a) Provide grant funding directly to LAM for the costs of the Project.
- b) Work with JCPS and LAM to determine appropriate measures for program outcomes.

II. LAM agrees to:

- a) Provide curriculum development, 21 hours total of programming, graduation performance programming, and instruments for Bellewood elementary students as outlined in Attachment A.
- b) Participate in Kosair Charities community events to highlight the impact of the Project as approved by JCPS.
- c) Provide Bellewood elementary students with t-shirts and tote bags.

- d) Recognize Kosair Charities and the Project in any e-newsletter, social media and other appropriate materials throughout the Project year and use Arts for Kosair Kids© when recognizing the Project.
- e) LAM may not provide any data or information on the Project to a third-party, including, but not limited to, Fund for the Arts and Kosair Charities, without appropriate JCPS approvals.
- f) LAM may not use the name or logo of JCPS or Bellewood in printed materials, websites or social media without prior approval from JCPS Chief of Communications.
- g) Require all employees, volunteers and contractors (including employees of contractors) of LAM 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.
- 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 Agreement from performing services under this Agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement 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 number 6 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.
- j) 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.
- k) LAM 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 LAM.

- l) If the performance of this Agreement involves the transfer by JCPS to LAM 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”), LAM 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 LAM 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 LAM to comply with all applicable provisions of FERPA with respect to any such data. LAM shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - iv. 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. LAM 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.
 - v. 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 LAM 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.
 - vi. 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 LAM for the purposes of this Agreement. LAM will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- m) JCPS retains the right to audit LAM’s 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, 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) LAM 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 V of this Agreement.
- p) LAM 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.
- q) LAM 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 or restricted to visitors, those facilities will also be unavailable to LAM. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to LAM staff, students, volunteers or contractors.

III. JCPS/Bellewood agree to:

- a) Recognize Arts for Kosair Kids©, Fund for the Arts, LAM and the Project in any e-newsletter, social media or other appropriate materials throughout the Project year and will use Arts for Kosair Kids© when recognizing the Project.
- b) Provide copies of all recognition pieces, press and publicity to Fund for the Arts.
- c) As permitted by JCPS and Bellewood, participate in community events highlighting the impact of the Project.
- d) Provide a space and support for the Project as described in Attachment A.
- e) Recruit students for the Project.
- f) Retain the instruments provided by LAM for practice and future programs.
- g) Post at least one update on social media highlighting and promoting the Project, as is permitted by JCPS. Arts for Kosair Kids© and Fund for the Arts will be tagged in the post.
- h) Work with LAM to create a year-end report on the Project.

IV. General Conditions

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

V. Period of Performance and Termination

This Agreement shall be in effect for the period beginning November 16, 2022 and ending June 30, 2023. Any party may terminate this Agreement by giving the other 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement 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. This Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to LAM or Fund for the Arts for its failure to cure a material breach of this Agreement.

VI. Modification

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

VII. Equal Opportunity

During the performance of this Agreement, LAM 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. Indemnification

To the extent permitted by Kentucky law, JCPS agrees LAM, its affiliated entities and their respective employees, officers, directors, agents, shareholders and members shall not be responsible for any personal injury, property damage or any other loss suffered as a result of such possession or use of delivered equipment and curriculum materials from LAM.

IX. Independent Parties

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that LAM and Fund for the Arts are at all times acting as an independent contractor with respect to JCPS, and no party shall be construed to be an agent or representative of any other.

X. Captions

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

XI. Entire Agreement

This Agreement contains the entire Agreement between JCPS, Fund for the Arts and LAM and supersedes any and all prior Agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

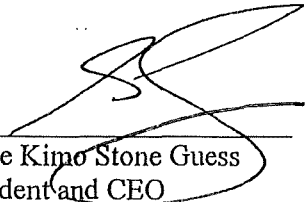
IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of November 16, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

FUND FOR THE ARTS




Andre Kimo Stone Guess
President and CEO

10/28

Date

THE LOUISVILLE ACADEMY OF MUSIC



Sara Callaway
Executive Director

10/27/22

Date

Arts for Kosair Kids® ATTACHMENT A

Instructions

Arts for Kosair Kids® 2022-2023 Application

Arts for Kosair Kids® delivers the healing, transformative power of the arts to support the well-being of youth within our community. The arts residencies engage youth on a weekly basis at community-based organizations throughout Greater Louisville.

How does Arts for Kosair Kids® work?

Teachers and administrators from partner agencies apply through the Fund for the Arts online grant portal. All applications must have executive director or principal approval before they are submitted. While a site is awarded the program grant, Fund for the Arts pays arts groups directly for awarded programs.

How do I/we apply?

1. Submit one application for each arts group you are requesting to work with.
2. When your application is complete, make sure you click submit! If you do not receive confirmation from mail@grantapplication.com following submission, check your spam or junk folder before contacting grants@fundforthearts.org to confirm receipt.

Things to Note:

1. Avoid bullets and extra formatting if you copy and paste into fields.
2. At any time, you may save your progress and return to where you left off later.
3. If you are a JCPS site, you will need JCPS approval before programming can begin.
4. Arts Groups will be required to verify that they have background checks for all teaching artists and insurance policies consistent with the requirements of the partner agency.
5. Fund for the Arts highly recommends you complete the application, sign the agreement, and then start programming in this order as arts groups will not receive any payment until the agreement is signed.

What is the deadline to apply?

Applications will be reviewed on a rolling basis through December 1, 2022.

Questions?

Contact the Fund for the Arts Community Investment Team at grants@fundforthearts.org

Partner Agency Information

Partner Agency Information

Organization Name
Bellewood School/JCPS

Organization Address

Bellewood School, 11103 Park Rd.

City	State	Zip Code
Louisville	KY	40223

County
Kentucky-Jefferson

In what Louisville Metro Council District is your organization located?

Click [HERE](#) and use the Enter Address field to determine which Metro Council District you are located in.
17

Organization Phone Number
Preferred Format: (xxx) xxx-xxxx.
502-753-5500

What is your organization's mission or focus?

The Bellewood School educational program affords an individualized approach to the student's academic needs by using the following:

- Small-group instruction following the JCPS core curriculum
- Individualized programs for regular education and special education students
- Fully certified teachers
- Technology-based instruction
- Proactive approaches to behavior management

Please describe the population this residency will serve, including demographic information where available.

Bellewood is an elementary school. Current demographics are 10% Asian, 20% Black/African American, 20% 2 or more ethnicities, and 50% Caucasian.

Bellewood students are in residential treatment facilities. Students live in group cottages on two Louisville campuses (Bellewood and Brooklawn) that are supervised by youth care workers, shift supervisors and cottage managers.

Our students are survivors of trauma, and most are in the custody of the state, awaiting foster placement. This program is for youth who require intensive 24/7 psychiatric treatment in a residential setting. Youth in our program have had numerous psychiatric hospitalizations and services in the community that have not been successful.

Website and Social Media

Please note: You are not required to utilize all of these social media outlets. For the social media outlets you currently use to promote or share your work, please enter their respective links or handles below.

Website
<https://www.jefferson.kyschools.us/schools/profiles/bellewood>

Instagram

Twitter

Facebook Page

Other Social Media

Executive Director Information

Executive Director First Name

Executive Director Last Name

Title

i.e. Executive Director, CEO, President, etc.

Executive Director Email Address

Executive Director Phone Number

Preferred Format: (xxx) xxx-xxxx.

Executive Director Office Phone Extension Number
If Applicable

Primary Contact Information

Please input information for the contact responsible for communications and reporting requirements

First Name

Lisa

Last Name

Simon

Title

i.e. Education Director, Outreach Coordinator, etc.

Art Teacher

Email Address

lisa.simon3@jefferson.kyschools.us

Office Phone NumberPreferred Format: (xxx) xxx-xxxx.
5025000202**Office Phone Extension Number**

If Applicable

Cell Phone Number

Optional. Preferred Format: (xxx) xxx-xxxx.

What is the best time of day you can be reached by phone?

i.e. 12:00pm-1:00pm

8-9am or after 2pm

Questions?Contact the Fund for the Arts Community Investment Team at grants@fundforthearts.org

Arts Group Information

Arts Group Information**Name of Arts Group**

Please submit one application per residency.

The Louisville Academy of Music

If you selected "Other," please provide the name, a brief bio of the arts group you are applying to work with, and how they would work with your organization.

If you would prefer to upload an attachment of, or in support of, this information, you may do so in the next question.

Additional "Other" Information

If you selected "Other" from the Arts Group dropdown above and prefer to upload a Word Document or PDF containing background information on the requested group, you may do so here.

Arts Group Contact(s)

Full Name, Organization, Title, Email, Phone

Separate contacts with ";

Isaac Raymond Smith

LAM Program Coordinator

502-893-7885 (LAM office)

Louisville Academy of Music

isaac@laofm.org

What is the arts group's primary artistic discipline?

Presenting & Multidisciplinary Arts

Questions?

Contact the Fund for the Arts Community Investment Team at grants@fundforthearts.org

Program Information

Residency Information

Residency Title

Creative Music-Making with LAM

Please Provide a Description of the Residency

The Louisville Academy of Music offers a weekly in-person creative music making class for elementary students at Bellewood. LAM will teach 15 hour-long classes (3 in the fall and 12 in the spring) on the Bellewood campus. The spring course will end in a showcase of the student's work. LAM faculty Jacob Gotlib, PhD in composition and teacher of piano and guitar, and Allison Cross, music therapist and trombonist, will teach the curriculum they developed together. Both teachers are highly trained musicians but most importantly have extensive experience working with youth and are passionate about using music to inspire personal growth in each of their students.

The course will focus on music and sound as vehicles for creative expression, regardless of prior musical knowledge or ability. The activities will focus on using sounds to tell stories, evoke images, and express emotion. Students will learn to explore music creatively both as soloists and in cooperation with their classmates.

How many total students would you like to participate?

13-50

What grade(s) would you like to participate?

Select all that apply.

K

1

2

3

4

5

Timeline

Projected Start Date

11/30/2022

Projected End Date

4/12/2023

Please Provide a Residency Timeline

Timeline may be tentative, by month or by quarter. Include schedule and student performances if known.

Residency Timeline:

Wednesday, Nov. 30: Fall class begins

Wednesday, Dec. 14: Final class for the fall

Wednesday, January 11: Spring class begins

Wednesday, March 29: Final class for the Spring

(Wednesday, April 5: JCPS Spring Break)

Wednesday, April 12: Florence Price Book reading, performance, and composition workshop

Expected Outcomes**How will the residency promote Social Emotional Outcomes for participants?**

Social Emotional Outcomes include:

- Self-Esteem/Self-Confidence
- Cooperation with others
- Self-Discipline/Self-Control
- Self-Expression/Emotional-Expression
- Self-Determination

Social Emotional Outcomes: To learn music is to build social emotional skills. Our classes build confidence as an individual and develop understanding of the self as a means to strengthen the collective. Playing music requires a healthy self-esteem, learning a system of cooperation, building self-discipline, developing artistic expression, and growing self-determination. The process of learning music as an individual, playing music as a collective, and performing music with community is a powerful and proven way to develop social and emotional skills

How will the residency promote Physical Well-Being Outcomes for participants?

Physical Well-Being Outcomes include:

- Spatial Awareness
- Coordination
- Motor Skills: Gross, Fine
- Learning to Use the Body in Different Ways

Physical Well-Being Outcomes: Exploring music through movement, sound, an instrument, and composing naturally develops physical well and mental well-being. Exercises in posture and breath strengthen spatial awareness. Learning to control left and right arms in percussion playing and breath and speech in singing are some of the ways our music classes build coordination. Motor skills are built through movement and music activities such as clapping and jumping while developing fine movement of the fingers in coordination with larger muscles. Opening and closing activities will focus on students playing or singing a single melody or rhythm together, encouraging active listening and aligning muscular control with others around them. Playing an instrument uses the body in new ways. This development of new muscles, breath, and body motions creates a more developed and healthier physical awareness.

How will the residency promote Academic Performance Outcomes for participants?

Academic Performance Outcomes include:

- Literacy and Language
- Creativity
- Problem Solving
- Critical Thinking
- Collaboration

- Focus/Concentration

Academic Performance Outcomes: Music uses both the left and right brain at all times. It is both creative and mathematical. Learning to balance both parts of the brain to create music improves academic achievement in students. In LAM's residency at Bellewood we will use numbers, language, and patterns to learn and create songs and understand musical concepts. We encourage creativity through each child's unique musical "voice" and will encourage them to explore their own unique stories and how to express them through the arts. Learning new skills and concepts require students to engage in problem solving and critical thinking. Collaboration is essential to be able to play or sing together. Learning music, performing music, and creating music develops heightened skills of focus and concentration and are beneficial to children's development.

Questions?

Contact the Fund for the Arts Community Investment Team at grants@fundforthearts.org

Budget and Attachments

Budget

Request Amount

Please select one. Consider what your funding level has been in the past and what is reasonable to complete the residency. Fund for the Arts will award requests based on available funding, grant reporting, and previous participation.

\$15,000.00

If you are requesting more than you have used in the past, can you explain how your site would benefit from the additional funding?

If you are not requesting more than your site has received in the past, input "N/A".

Reason for More Funding than Last Year: The budget has increased slightly due to the addition of classes in the fall.

Please attach your project budget, using the template provided at the following link:
Budget Template

You will need to download the budget template, save it to your computer, and then upload it here.
Bellewood-FY23-Budget (4).pdf

Executive Director or Principal Approval

Please upload proof of your executive director or principal's approval of this program request.

Proof can include email confirmation, a signed letter, approval form, etc.

To Upload: Click the "Choose file" button to select the file from its saved location on your computer, then click the "Upload" button.

Re_ Info for Kosair Application.eml

Questions?

Contact the Fund for the Arts Community Investment Team at grants@fundforthearts.org

Thank you for applying for Arts for Kosair Kids®!