

**Memorandum of Agreement**

**Between**

**Jefferson County Board of Education**

**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, and The Louisville Academy of Music, Inc. (hereinafter "LAM"), with its principal place of business at 2740 Frankfort Avenue, Louisville, Kentucky 40206.

WHEREAS the Norton Foundation has provided funding directly to LAM to offer weekly in-person creative music making class for students at the Brooklawn state agency school (hereinafter "Brooklawn").

WHEREAS Brooklawn 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 and LAM agree that they will collaborate on the Project described below.

**I. LAM agrees to:**

- a) Provide 21 hours of music programming, graduation performance programming, and instruments for Brooklawn students.
- b) Provide Brooklawn students with t-shirts and tote bags.
- c) LAM may not provide any data or information on the Project to a third-party, including, but not limited to, the Norton Foundation, without appropriate JCPS approvals.
- d) LAM may not use the name or logo of JCPS or Brooklawn in printed materials, websites or social media without prior approval from the JCPS Chief of Communications.
- e) Require all employees, volunteers and contractors (including employees of contractors) of LAM performing services on JCPS school premises under this Agreement submit per KRS 160.380 to a national and state criminal history background check by the 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.

- f) 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.
- g) 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.
- h) 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.
- i) 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.
- k) 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.
- l) JCPS retains the right to audit LAM's compliance with the confidentiality requirements of this provision.
- m) 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.
- n) 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.
- o) 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.

- p) LAM understands and agrees that the Project may not interfere with the instructional program of JCPS.
- q) 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.

## **II. JCPS/Brooklawn agree to:**

- a) Recognize the LAM and the Norton Foundation Project in e- newsletter, social media or other appropriate materials throughout the Project year.
- b) Provide copies of all recognition pieces, press and publicity to LAM.
- c) As permitted by JCPS and Brooklawn, participate in community events highlighting the impact of the Project.
- d) Provide a space and support for the Project.
- 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. LAM and the Norton Foundation will be tagged in the post.
- h) Work with LAM to create a year-end report on the Project.

## **III. 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 IV of this Agreement.

## **IV. Period of Performance and Termination**

This Agreement shall be in effect for the period beginning November 14, 2023 and ending June 30, 2024. 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 for its failure to cure a material breach of this Agreement.

## **V. 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.

## **VI. 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.

## **VII. 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.

## **VIII. 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 is 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.

**IX. 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.

**IX. Entire Agreement**


This Agreement contains the entire Agreement between JCPS 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 15, 2023.

**Jefferson County Public Schools:**

**The Louisville Academy of Music, Inc.:**

\_\_\_\_\_  
Marty Pollio, Ed.D, Superintendent

  
\_\_\_\_\_  
Sara Louise Callaway, Executive Director

**Date:** \_\_\_\_\_

**Date:** 10/20/2023

November 14, 2023

**Recommendation for Approval of Memorandum of Agreement with Louisville Academy of Music**

**Recommended Motion**

Superintendent Dr. Marty Pollio recommends the Board of Education approve the attached Memorandum of Agreement with Louisville Academy of Music and authorize the superintendent to sign same.

**Rationale**

The Louisville Academy of Music (LAM) will provide 21 hours of music programming, graduation performance programming, and instruments for elementary students at Brooklawn state agency school during the 2023-24 school year. Students will learn to explore music creatively both as soloists and collaboratively with their classmates.

There is no charge to the district for this program.

Submitted by: Robert Moore, Chief of Schools  
Attachment