

Nashville Public Library Board of Trustees
Minutes
March 16, 2021
WebEx – 12:00 noon

Members Present: Keith Simmons, Adriana Bialostozky, Kate Ezell, Robert Oermann, Charvis Rand, Joyce Searcy, Katy Varney

Library Staff: Kent Oliver, Bernadette Hukan, Stephanie Rodriguez, Terri Luke, Lee Boulie, Jena Schmid, Susan Drye, Liz Atack, Larry Jirik (WebEx support), Corey Frederick

Others: Derrick Smith, Assistant Metropolitan Attorney at Metropolitan Government of Nashville and Davidson County

I. Call to Order / Roll Call

Keith Simmons called the meeting to order at 12:01 PM.

II. Metro Ordinance required to be announced at all Board Meetings – *Chair, Keith Simmons*

“Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Nashville Public Library Board may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. Any appeal must be filed within sixty days after entry of a final decision by the Board. Any person or other entity considering an appeal should consult with an attorney to ensure that time and procedural requirements are met.”

III. Motion to Approve Conducting Meeting by Electronic Means and Suspending Rules

Motion that the items on the meeting agenda constitute essential business of this Board, meeting electronically is necessary to protect the health, safety, and welfare of Tennesseans considering the COVID-19 outbreak, and any rule that conflicts with Governor’s Executive Order 16 permitting electronic meetings be suspended.

Kate Ezell moved to approve conducting the meeting by electronic means and suspending the rules; the motion was seconded by Katy Varney and passed unanimously.

IV. Approval of Minutes: February 16, 2021

Robert Oermann moved for approval of the minutes from the February meeting; the motion was seconded by Katy Varney and passed unanimously.

V. Library Director Report, *Kent Oliver*

- a. Kent Oliver shared that Metro has lifted the hiring freeze for NPL's open positions. NPL HR has started moving the positions through Metro for approval to hire. It will take several months before NPL will fill all these positions, but the process has started. NPL will create a hiring pool for position classifications, which is conducive for hiring multiple positions at one time.
- b. Concerning Metro budget requests, Mr. Oliver spoke about meeting the previous week with Metro Finance.
- c. NPL Collections received another allocation from the 4% fund, which brings the total amount received to nearly \$3 million for the year.
- d. Meetings concerning the construction of the new Donelson Branch have begun again. NPL staff have been meeting with the design team. The project will have a lengthy timeline and construction may not begin until next fall.

VI. New Business

- a. **Phase 2 Service Expansion Discussion, *Kent Oliver, Terri Luke, Jena Schmid***
 - i. Mr. Oliver noted that NPL has been careful in setting the stage for its Phase 2 plan.
 - ii. A staff task force met regularly for 6 weeks compiling the details which became the plan.
 - iii. Ms. Luke explained that during Phase 2, there will be a phased reopening schedule with two weeks between each phase and subsequent reopening of two additional locations. NPL will open the Main Library as well as the Madison and Southeast Branches on Week 1. Week 3 of the phase will see the Bordeaux and the Edmondson Pike Branches open, and the Hermitage Branch, and tentatively the North Branch will open on Week 5. Opening the North Branch will be determined based on the ability to fill positions at NO and within the GH cluster. During Week 7, the Bellevue and Green Hills Branches will open.
 - iv. Mr. Oermann asked why the reopening will be done in stages.

- v. Ms. Luke explained that with 32 current vacancies in branch services, NPL will need to have time to fill positions to continue to offer in-person and curbside services. The phased plan will allow NPL to make needed adjustments as it continues.
- vi. Mr. Oliver stated the plan will is designed to begin with the first locations opening on March 31.
- vii. Mr. Simmons noted that NPL would have four branches open by the end of April and nine branches open by the end of May.
- viii. Mr. Oliver added that NPL wants to make sure that reopening is going well in each phase of Phase 2. The phased reopening schedule is being coordinated with Marcom and Mr. Oliver will send a message about the reopening to staff after this meeting.
- ix. Ms. Ezell asked about curbside service.
- x. Ms. Luke explained that curbside service will continue through Phase 2, since all services are not being offered. There is some uncertainty as to whether Green Hills will be to continue serving customers at curbside once they open, given their high number of visits and the demands curbside makes on staff time. Green Hills curbside hours may need to be limited, but the goal is to continue curbside at all open branches.
- xi. Ms. Schmid stated that locations opening during Phase 2 will maintain their current operating hours. Once NPL fills vacancies, the library will return to pre-pandemic operating hours. The Main Library will have lobby hold pick-up instead of curbside service.
- xii. Ms. Luke discussed the available services during Phase 2, which include browsing; reference help; hold pickup; check-out and return materials; computer, printer, and fax access; curbside service at branches and lobby pickup at the Main Library; and computer use and study rooms by appointment at the Main Library.
- xiii. Ms. Schmid spoke about health precautions that will be taken. Some of them are staff self-screening for COVID-19 symptoms, face masks, disinfecting high-touch surfaces, acrylic shields at staff desks, hand sanitizer, capacity monitoring, and furniture arranged for social distancing. Staff are also asked to not come to work if they have COVID-19 symptoms.

- xiv. Ms. Luke explained precautions for customers, including wearing a mask, not visiting with symptoms or exposure to someone who has tested positive with COVID-19, maintaining social distance, and not lingering once library business is complete. NPL staff will not ask customers to leave if they linger at the library. However, staff will monitor their location's capacity numbers using iPads and will ask customers to limit their visit when capacity reaches a certain percentage.
- xv. Ms. Schmid noted that the services unavailable during Phase 2 are in-person programs, meeting rooms, tours, study rooms at branches, copiers or change machines, toys, games, climbing structures, and other interactive activities. Services not offered during Phase 2 will become available in future phases.
- xvi. Ms. Ezell asked about doing temperature checks on customers.
- xvii. Ms. Luke commented that library systems comparable to NPL have not been doing this and NPL has not done this during Phase 1.5. Putting in-place too many controls will take away staff time from the services being offered. Security guards will be in place to help monitor safety protocols at each location.
- xviii. Susan Drye remarked that public places have not been doing temperature checks.
- xix. Joyce Searcy asked if staff members must inform the library when they are vaccinated.
- xx. Ms. Drye stated that they do not and that it would be a HIPPA violation.
- xxi. Mr. Simmons asked how capacity was calculated.
- xxii. Ms. Schmid responded that a formula was used that considered square footage, the percentage of the square footage occupied by furniture, and the distance allowed to maintain social distancing.
- xxiii. Ms. Searcy asked about making appointments for computer use.
- xxiv. Ms. Schmid stated that appointments are made via phone, but the Main Library will also accept walk-ins. At the Main Library, computer access will be on a schedule with staff cleaning computers in between use.
- xxv. Ms. Luke noted that computer access at branches will be all walk-in.
- xxvi. Mr. Simmons asked about opening the rest of the branches not included in Phase 2.

- xxvii. Mr. Oliver commented that the biggest challenge to this is having enough staff to do it. With the ability to fill vacancies and the continued distribution of vaccines, he posited that it may be late Summer before this could be a possibility.
- xxviii. Ms. Varney asked about reopening faster if the requested budget was given to NPL.
- xxix. Mr. Oliver stated that he would not want to reopen faster. The phase approach helps NPL to evaluate how the public will react to reopening and the progress made in combatting the virus. He noted that this process was developed by front-line managers along with Ms. Luke and Ms. Schmid. He confirmed that NPL was in a good place with this plan.
- xxx. Mr. Simmons thanked Ms. Schmid and Ms. Luke for their work.
- xxxi. Ms. Searcy expressed the need to communicate with council members in case they receive calls about NPL's plan from constituents.
- xxxii. Mr. Oliver commented that Marcom is working on NPL's messaging about this. He asked the Board if they agreed to move ahead with the Phase 2 plan.
- xxxiii. The Board agreed to move ahead with this plan.

b. NPL and NPLF MOU, *Kent Oliver*

- i. Mr. Oliver noted that a small group involving Nashville Public Library Foundation members, Shawn Bakker, Ms. Ezell, and himself have been meeting for several months working on this MOU. Previously, there has not been an MOU between NPL and NPLF. The goal with this MOU is to provide a baseline on interaction between the two organizations. Much of this MOU focused on communication, formalizing communication patterns between the institutions and their boards. NPLF seems to be unaware of what the NPL Board does.
- ii. Ms. Ezell noted that the NPLF Board is charged with fundraising and the relationship of how those funds are distributed to the library. She explained the flux in membership of each board and the need to make sure that everyone understands what each board does.
- iii. Mr. Oermann asked about the provision stating that the library will provide NPLF with adequate space for office needs.

- iv. Ms. Ezell stated that this is already done by the Library. This MOU adds there will be some compensation for this space.
- v. Mr. Oliver mentioned that this MOU formalizes much how NPL and NPLF already function, but it adds information about communication between the organizations.
- vi. Ms. Searcy asked about the provision that mentioned NPLF agrees to cover the costs for events held at the library.
- vii. Mr. Oliver stated that these costs are minimal and are arranged according to the library's space fee schedule. Metro legal had suggested that the organizations take this direction.
- viii. Ms. Ezell noted that with expanded communication, NPLF will be better able to understand the library's vision and how to raise funds to help achieve it.
- ix. Mr. Simmons commented that the MOU never states that the NPL and NPLF Boards will have a joint meeting.
- x. Mr. Oliver replied that this was omitted, but he and Ms. Bakker will make sure this happens.
- xi. Mr. Oermann asked about the procedure for being appointed to the NPLF Board.
- xii. Mr. Oliver noted that the NPLF Board actively recruits other members. They focus on corporate breadth in the community, interest in the library, and fundraising ability.
- xiii. Ms. Ezell stated that there is an NPLF committee that accepts member recommendations from other NPLF Board members, and they try to strategically recruit from those recommendations.
- xiv. Mr. Oliver agreed that there should be more clarification on the duties of the NPLF Board.
- xv. Ms. Searcy commented that she serves on the NPLF Nominating Committee. The committee currently tries to recruit from minorities moving up within new companies in Nashville.
- xvi. Adriana Bialostozky asked why there wasn't a standing meeting between the NPL and NPLF Boards.

- xvii. Ms. Ezell noted the difficulty with coordinating meetings since the NPLF Board is comprised of 35 members and 7 on the NPL Board. She commended the idea of a joint meeting and asked if that suggestion could be taken back to NPLF.
- xviii. Mr. Simmons commented that one joint meeting per year would not be burdensome in terms of sunshine laws. He expressed the need for the Boards to know each other.
- xix. Mr. Oliver suggested proposing an amendment to the MOU.
- xx. Mr. Simmons stated that the chairs from each Board could meet periodically.
- xxi. Ms. Ezell suggested having a quarterly joint meeting.
- xxii. Mr. Oliver recommended an annual joint meeting, citing the difficulty with coordinating quarterly meetings.
- xxiii. Mr. Simmons agreed with an annual joint meeting.
- xxiv. Mr. Oermann suggested making the meeting informal so that members could just introduce themselves.
- xxv. Mr. Oliver commented that it would still be subject to sunshine laws.
- xxvi. Mr. Simmons stated that it could be organized under sunshine laws. He added that it would be good to know who serves on each Board.
- xxvii. Mr. Oliver recommended adding the following amendment to the MOU: “The Nashville Public Library Foundation Board and the Nashville Public Library Board will meet once during each fiscal year.”
- xxviii. Mr. Oermann moved to add the amendment as read by Mr. Oliver to Resolution 2021-03.01; the motion was seconded by Ms. Varney and passed unanimously.
- xxix. Ms. Searcy moved for the approval of Resolution 2021-03.01 with the inclusion of the amendment; the motion was seconded by Charvis Rand and passed unanimously.

Nashville Public Library
Board
March 16, 2021

Resolution Title: Approval of the Memorandum of Understanding between Nashville Public Library and Nashville Public Library Foundation

History/Background/Discussion: Since the inception of the Nashville Public Library Foundation, Nashville Public Library and the Nashville Public Library Foundation have

worked collaboratively to further the mission of Nashville Public Library. The Nashville Public Library Foundation provides support to Nashville Public Library through raising private dollars and advocating for the Library.

The proposed Memorandum of Understanding will allow the two institutions to have a formal working agreement that sets out guidelines, expectations, and responsibilities for each institution. Additionally, this agreement will be reviewed annually each September to ensure its relevancy.

Recommendation: The Board approves approved the Memorandum of Understanding between Nashville Public Library and the Nashville Public Library Foundation.

Draftor(s): Susan Drye, Assistant Director for Administrative Services

Person(s) Responsible for Implementation: Kent Oliver and Shawn Bakker

RESOLUTION 2021-03.01

Approval of the Memorandum of Understanding between Nashville Public Library and Nashville Public Library Foundation

WHEREAS, the library wishes to approve the proposed Memorandum of Understanding between Nashville Public Library and the Nashville Public Library Foundation, and

WHEREAS, the Nashville Public Library Foundation Board approved the Memorandum of Understanding in February, 2021;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nashville Public Library Board of Trustees that Nashville Public Library approves the Memorandum of Understanding between Nashville Public Library and Nashville Public Library Foundation.

Memorandum of Understanding

Between Nashville Public Library Foundation and Nashville Public Library

Operating in the spirit of collaboration and shared success, the following will constitute an operating agreement between the Nashville Public Library Foundation (Foundation) and Nashville Public Library (Library). It will stand until and unless it is modified by mutual agreement of the Foundation's Board and the Nashville Public Library Board. The Library's purpose is to meet the needs of the community and the Foundation's mission is to support the Library through raising private dollars and advocating for the Library. This agreement will be reviewed annually in September to ensure its relevancy.

To that end, the Library agrees:

1. to publicly direct all private funds raised to support the Library to the Foundation, support the Foundation as lead entity in all private donor relationships, and coordinate directly with Foundation staff on all potential gifts that will be received by the Foundation, as outlined in the **Foundation Grants Administration Policy & Procedures** and **Foundation Gift Acceptance Policy**.
2. to include Foundation staff in the long-term planning process to ensure that the Foundation is aware of the goals and direction of the Library.
3. to regularly share with the Foundation the Library's strategic initiatives and discuss with the Foundation how their resources and support might help move these initiatives forward.
4. to supply the Foundation with a budget proposal each year that indicates the anticipated needs for Foundation support and complies with the funding strategy defined by the Foundation Board and follows the **Foundation Annual Budget and Timeline Policy**.
5. to provide the Foundation with data and stories to assist them with development of the newsletter, mass mailings, Foundation promotional materials, and donor/sponsorship solicitations.
6. to provide regular reporting to the Foundation on the impact of activities supported by Foundation funds.
7. to provide public space for Foundation membership brochures, promotional materials and donation boxes.
8. to provide the Foundation with adequate space in the Library for office needs and storage as agreed to by the Foundation and Library administrations.
9. to annually invoice the Foundation before the end of the fiscal year for the cost of Metro ITS Services that benefit the Foundation directly and a portion of refuse, security and water charges associated with tenant space in the Main Library.
10. to provide special event spaces to the Foundation at a cost that covers Library expenses and complies with the **Use of Conference Center and Library Meeting Rooms Policy**.
11. to follow the **Foundation Shared Employee Policy & Procedures** with regard to library staff members employed by the Foundation.

12. to follow the **Foundation Expenditure Policies and Procedures** for all library purchases made by the Foundation.
13. to the terms listed in the **Joint Marketing & Communications Agreement**.
14. to provide staff support for the Foundation lease tenants in the Main Library building in the areas of security, building access, and maintenance concerns.

The Foundation agrees:

1. to publicly support the Library and its policies.
2. that monies raised will ultimately be used to support library programs, services and other defined needs, including Foundation operating expenses, unless otherwise agreed to by both the Foundation and the Library.
3. that the Library administration has the final say in accepting or declining any and all gifts restricted for Library programs and services that are not included in the annual approved budget.
4. to manage all funds received in a fiscally responsible manner that ensures the ongoing viability of the Foundation, adherence to donor restrictions, and established best practices for library foundations.
5. to engage in advocacy efforts on behalf of the Library under the guidance of the Library administration and the Library's Board.
6. to the terms listed in the **Joint Marketing & Communications Agreement**
7. to pay annually for Metro ITS Services that benefit the Foundation directly, and a portion of refuse, security and water charges associated with tenant space in the Main Library.
8. to cover the cost to the Library for any Foundation event held at a Library space and comply with the **Event Policy & Procedures** developed by Foundation and Library administration.
9. to adhere to all applicable Library policies and procedures.

Both Foundation and Library agree

To open communication and meaningful involvement between each of the governing bodies, to include:

1. Foundation will reserve up to three voting positions on their Board of Directors for Library Board members.
2. Orientation for each board will include information regarding each organization/board.
3. All board members will be encouraged to attend a board meeting for the other organization.

4. The Library Director will be included, as defined by the Foundation's bylaws, as a non-voting member on key Foundation committees, including Finance and Executive.
5. The Foundation President will be invited to Library Board meetings.
6. A representative of each board or administrative staff will serve on special committees as deemed appropriate by the Library Director and Foundation President. (For example: the Advocacy Committee, the Foundation's Diversity, Equity and Inclusion Committee, and the Library's Equity, Diversity and Inclusion Committee)
7. The Library and Foundation Chairs will meet at least annually.

To open communication and meaningful involvement between staff to include:

Leadership staff from the Library and the Foundation commit to a quarterly NPL/F meeting to:

- Review programmatic priorities of Library to gain deeper understanding of the programs and initiatives.
- Review Foundation priorities and approaches to fundraising.
- Identify and review opportunities from funders and the community.
- Brainstorm approaches to services and to funders.
- Review budget needs and identify ways to address.
- Create the messages around needs and priorities.

These meetings will occur a minimum of once a quarter and will be organized by the Library Director and the Foundation President who will also determine who should attend these meetings.

Annually, in September a Design Session will be held to:

- Share the Library future priorities.
- Share the community needs through the lens of both the Library and the Foundation.
- Set priorities for the next 2 years, with a focus on the upcoming fiscal year.

Library and Foundation leadership will identify who should attend this meeting.

c. Mobile WIC/NPL MOU, *Liz Atack*

- i. Mr. Oermann commented that the current MOU between Women-Infant-Child Bureau of the Metropolitan Nashville Public Health Department and NPL had expired and it just needs to be renewed.
- ii. Ms. Atack noted that the differences between this MOU and the old one pertains to addresses at a few library locations.
- iii. Mr. Oermann moved for approval of Resolution 2021-03.02; the motion was seconded by Mr. Rand and passed unanimously.

Nashville Public Library
Board
March 16, 2021

Resolution Title: Mobile WIC MOU Renewal

History/Background/Discussion:

Nashville Public Library (NPL) and the Metropolitan Nashville Public Health Department (MNPHD) have had an MOU agreement in place since September 16, 2014. The existing agreement allows the Woman-Infant-Child Bureau of the MNPHD to utilize NPL meeting rooms for their “Mobile WIC” educational classes and voucher distribution. The current MOU has expired. The updated MOU contains no significant changes other than to update addresses of NPL locations. This document, produced by MNPHD has been reviewed by Terri Luke, Assistant Director for Branch Services at NPL.

Recommendation: The Board approves the proposed MOU

Draftor(s): MNPHD, Liz Atack, Terri Luke

Person(s) Responsible for Implementation: Liz Atack

RESOLUTION 2021-03.02
Mobile WIC MOU Renewal

WHEREAS, Nashville Public Library and Metropolitan Nashville Public Health Department have a successful and important collaboration through the Mobile WIC program, and

WHEREAS, Nashville Public Library seeks continued partnership with MNPHD to support the healthy growth and development of Nashville's mothers, infants and children, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nashville Public Library Board of Trustees that the Board endorses the renewal of the Memorandum of Understanding between Nashville Public Library and Metropolitan Nashville Public Health Department.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH
THE METRO PUBLIC HEALTH DEPARTMENT
AND THE NASHVILLE PUBLIC LIBRARY**

This Memorandum of Understanding (“MOU”) is made and entered into on the 1st day of February, 2021 by and between the Metro Public Health Department (“MPHD”) and Nashville Public Library (“Facility”), both of which are departments of The Metropolitan Government of Nashville and Davidson County (“Metropolitan Government”), a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and Laws of the State of Tennessee.

The Parties hereby agree as follows:

MPHD commits to:

- a) *Conducting classes* regarding the Women Infants & Children (WIC) Program;

Facility commits to:

- a) Allowing MPHD to use suitable space at the address(es) specified below for a two-and one-half hour period during regular hours of library public operations subject to scheduling availability up to twice a month at agreed upon times to conduct the WIC classes.
- b) Address(es):
- Main Library 615 Church St. Nashville, 37219
 - Bellevue 720 Baugh Rd. Nashville, 37221
 - Bordeaux 4000 Clarksville Pk. Nashville, 37218
 - Donelson 2315 Lebanon Pk. Nashville, 37214
 - East 206 Gallatin Ave. Nashville, 37206
 - Edgehill 1409 12th Ave S Nashville, 37203
 - Edmonson Pike 5501 Edmonson Pk. Nashville, 37211
 - Goodlettsville 205 Rivergate Pkwy. Goodlettsville, 37072
 - Green Hills 3701 Benham Ave. Nashville, 37215
 - Hadley Park 1039 28th Ave, N. Nashville, 37208
 - Hermitage 3700 James Kay Ln. Hermitage, 37076
 - Inglewood 4312 Gallatin Pk. Nashville, 37216
 - Looby 2301 Rosa L. Parks Blvd. Nashville, 37228

- Madison 610 Gallatin Pike S. Nashville, 37115
- North 1001 Monroe St. Nashville, 37208
- Old Hickory 1010 Jones St. Old Hickory, 37138
- Pruitt 117 Charles E. Davis Blvd. Nashville, 37210
- Richland Park 4711 Charlotte Ave. Nashville, 37209
- Southeast 5260 Hickory Hollow Pkwy. #201 Antioch, 37013
- Thompson Lane 380 Thompson Ln. Nashville, 37211
- Watkins Park 612 17th Ave N. Nashville, 37203

Term. The term of this MOU shall be for five (5) years commencing on the date described above.

Compensation. No compensation is required for this MOU.

Amendments. This Memorandum of Understanding may be amended at any time by mutual written agreement of the parties.

Termination. Any party to this Memorandum of Understanding may terminate this agreement by providing the other party with written notice of their intent to do so thirty (30) days prior to the date of termination. Termination discussions will take into consideration the budgetary shift that accompanied the departmental responsibility shifts.

Notices and Designation of Agent for Service of Process.

Department: Metro Public Health Department

Att'n: Director

Addr: 2500 Charlotte Pike
Nashville, TN 37209

Contractor: Nashville Public Library

Att'n: Director

Addr: 615 Church St.
Nashville, TN 37219

d. Limitless Libraries and MNPS MOU, *Stephanie Rodriguez*

- i. Stephanie Rodriguez stated that this MOU was a 5-year renewal between Limitless Libraries and Metro Nashville Public Schools with no change at all to the agreement. The current agreement expires on June 30, 2021.
- ii. Ms. Searcy moved for the approval of Resolution 2021-03.03; the motion was seconded by Ms. Varney and passed unanimously.

Nashville Public Library
Board
March 16, 2021

Resolution Title: Limitless Libraries MOU Renewal

History/Background/Discussion:

The Limitless Libraries program has been underway between Nashville Public Library (NPL) and Metro Nashville Public Schools (MNPS) since 2009. In order to meet joint expectations, NPL and MNPS have operated under an MOU agreement. The current agreement expires June 30, 2021. There are no significant changes in this renewal document, which will be effective July 1, 2021 through June 30, 2026. This document has been reviewed by Metro Legal and NPL has forwarded it to MNPS for their review.

Recommendation: The Board approves the proposed MOU.

Draftor(s): Kent Oliver, Stephanie Rodriguez

Person(s) Responsible for Implementation: Stephanie Rodriguez

RESOLUTION 2021-03.03
Limitless Libraries MOU Renewal

WHEREAS, Nashville Public Library and Metro Nashville Public School have a successful and important collaboration in the Limitless Libraries program, and

WHEREAS, Nashville Public Library seeks the continued prosperity of this collaboration:

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nashville Public Library Board of Trustees that the Board endorses the renewal of the Memorandum of Understanding between NPL and MNPS.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE METROPOLITAN NASHVILLE PUBLIC SCHOOLS
AND THE NASHVILLE PUBLIC LIBRARY**

This Memorandum of Understanding (“MOU”) is made and entered into by and between Metropolitan Nashville Public Schools (“MNPS”) and Nashville Public Library (“NPL”).

1. Term. The term of this MOU shall begin July 1, 2021 and end June 30, 2026. Either party, with agreement from the Mayor’s office, may cancel or negotiate for the modification of this MOU at any time during the term.
2. Scope of Agreement.
 - a. This agreement will facilitate the Limitless Libraries project, a joint effort between MNPS and NPL to improve library access and facilitate sharing physical and electronic resources throughout the city utilizing the options and features of a shared integrated library system (ILS) and discovery layer.
 - b. MNPS will deliver an extract of student and staff information on a nightly basis to a secure, agreed upon location accessible to the NPL Shared Systems team.

MNPS will make the necessary student information available to NPL on a nightly basis. This information is necessary for students to access public library materials for checkout and delivery to their school locations. This information is also necessary for students to have online access to NPL resources. The following data elements for each student enrolled in any MNPS location will be sent by MNPS to NPL. By sharing this information, a student can use the libraries of their school and NPL with their school identification tag. The data elements are:

- Name (First, Middle, and Last)
- Home Address
- Date of Birth
- School Name
- School Code
- Grade level
- Homeroom teacher
- Home Telephone Number
- Email Address
- Parent/Guardian Name if Student is under 14 years of Age
- Student ID Number
- Permission_NPL (opt-out)

Data elements needed for staff records are:

- Name (First, Middle, and Last)

- School Name
 - School Code
 - Email Address
 - Staff ID Number
- c. In the performance of this MOU, NPL is subject to and will comply with applicable laws and regulations, including but not limited to:
- i. **FERPA**: Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
 - ii. **IDEA**: Individuals with Disabilities Education Act, (20 U.S.C. § 1400, 34 CFR pt. 300)
 - iii. **COPPA**: Children's Online Privacy Protection Act, (15 U.S.C. §§ 6501–6506, 16 CFR Part 312)
 - iv. **PPRA**: Protection of Pupil Rights Amendment, (20 U.S. Code § 1232h, 34 CFR Part 98)

Personally Identifiable Information (PII) linked to students covered by one or more of these laws may be collected, processed and stored within the services provided by NPL. The status of individual students may change over time, triggering coverage by a new law and regulation. NPL agrees to treat all PII consistently, as covered by and in compliance with all of these laws and regulations.

- d. MNPS understands that NPL may rely on one or more sub-contractors to provide the services under this MOU, which may have access to PII. NPL will provide MNPS with the name and address of each such sub-contractor before this MOU becomes signed and effective. Through the term of the MOU, NPL will also provide prior notice to MNPS if NPL plans to engage a new sub-contractor that may have access to PII.

NPL is also prohibited from further disclosing any PII unless re-disclosure is:

- i. only in furtherance of providing the services to MNPS, and recipients of re-disclosed PII agree in writing to comply with the terms of this MOU and related federal and state laws/regulations that protect PII, or;
- ii. required to ensure legal and regulatory compliance, or;
- iii. in response to a judicial process in a court in the United States of America, or;
- iv. to protect the privacy of PII, the safety of users or others, or the security of the services.

If any of the four permitted re-disclosure events noted above occurs, NPL will notify MNPS as soon as practically possible.

3. Duties of MNPS Administration for sharing of data.

- a. MNPS will assign staff to work with NPL to facilitate the transmission of student data on a regular schedule.
- b. MNPS will ensure that no confidential student data is transmitted to NPL other than as dictated by the terms of this MOU.
- c. MNPS will update NPL if data elements or workflow need to change.

d. MNPS will ensure that students without permission to access NPL collections will be appropriately designated in the data delivered to the ILS.

4. Duties of MNPS Administration for receiving collection development money and assistance.

a. MNPS shall be responsible for the funding of a MNPS librarian. MNPS shall also fund a student per capita expenditure for collection materials equal to \$7.50 per student annually. Collections should contain an average of nine (9) items, in good condition, per student, (as defined by the Rules of the TN Department of Education for Library Information Centers 0520-01-02-.07).

b. Commitment by the school principal to minimize the use of library space and library staff for non-library activities and to allow the library staff reasonable time to participate in Limitless Libraries training and support activities. It is recommended that clerical staff be in the libraries to aid with deliveries, check-in, check-out of materials.

5. Duties of MNPS Administration for receiving local student and faculty delivery of NPL and ILL materials (recommended staffing).

Elementary Schools	Student Population	Staff
	1-449	1 full-time librarian
	450-599	1 full-time librarian, 1 part-time clerk preferred
	600+	1 full-time librarian, 1 full-time clerk preferred
Middle Schools	1-399	1 full-time librarian, 1 part-time clerk preferred
	400-999	1 full-time librarian, 1 full-time clerk preferred
	1000+	1 full-time librarian, 1 full-time clerk preferred, 1 part-time clerk preferred
High Schools	1-1999	1 full-time librarian, 1 full-time clerk preferred
	2000+	2 full-time librarian, 2 full-time clerks preferred
Specialty Schools	1-500	1 part-time librarian

6. Duties of NPL.

a. NPL will assign staff to work with MNPS staff to facilitate the transmission of student data on a regular basis.

- b. NPL will ensure that no student data is shared with other entities, including its collection agency, and excepting those listed according to the parameters above in 2.d.NPL will not use the student data except for regular library business associated with the Limitless Libraries program.
- c. NPL will ensure that information about students without permission to participate in the Limitless Libraries program will be used only to facilitate the business of MNPS school libraries and provide a method for accessing NPL materials at NPL facilities (i.e., as a library account/card).
- d. NPL will commit the resources necessary to fulfill the mission of Limitless Libraries.
- e. NPL will manage the budget designated for Limitless Libraries and regularly share budget documents with MNPS administration and local school faculty.
- f. Before enacting any change(s) to the ILS that directly impact the business of MNPS school libraries, NPL shall first consult with, and receive approval from, MNPS in regards to the change(s) proposed.

7. Compensation.

- a. MNPS shall pay NPL an annual fee of \$100,000 for providing ILS, discovery, collection development, cataloging and help desk Services.
- b. There will be no other charges or fees for the performance of this MOU.
- c. Total compensation for this MOU shall not exceed \$500,000.

8. Termination. With prior agreement from the Mayor’s office, either party may terminate this MOU at any time upon thirty (30) days written notice to the other party.

9. Notices. All notices under this Agreement shall be in writing and sent to the address listed below for each party:

Party: Nashville Public Library
 Attention: Kent Oliver
 Address: 615 Church Street
 Nashville, TN 37219
 Phone: (615) 862-5768
 Email: kent.oliver@nashville.gov

Party: Metropolitan Nashville Public Schools
 Attention: Lindsey Kimery
 Address: 2400 Fairfax Avenue
 Nashville, TN 37212
 Phone: (615) 259-3282 x814607
 Email: lindsey.kimery@mnps.org

10. Assignment and Delegation. Neither party may assign its rights or delegate its duties under this Agreement.

11. Entire Agreement. This instrument contains the entire agreement between the parties hereto and may be modified only in a document executed by all parties.

e. NAZA and MNPS MOU, *Stephanie Rodriguez*

- i. Ms. Rodriguez noted that this was a 5-year renewal between Nashville After Zone Alliance and MNPS. No significant changes have been added to the agreement and the new agreement will be in effect through February 28, 2026.
- ii. Ms. Ezell moved for the approval of Resolution 2021-03.04; the motion was seconded by Ms. Bialostozky and passed unanimously.

Nashville Public Library
Board
March 16, 2021

Resolution Title: NAZA and MNPS MOU Renewal

History/Background/Discussion:

Nashville After Zone Alliance (NAZA) has been in partnership with Metro Nashville Public Schools (MNPS) since 2009. In order to meet joint expectations, NAZA and MNPS have operated under an MOU agreement. The current MOU expired February 28, 2021. There are no significant changes in this renewal document, which will be effective March 1, 2021, through February 28, 2026. This document has been reviewed by Metro Legal and NAZA has forwarded it to MNPS for their review and signatures.

Recommendation: The Board approves the proposed MOU.

Drafter(s): Kent Oliver, Stephanie Rodriguez, Anna Harutyunyan

Person(s) Responsible for Implementation: Anna Harutyunyan

RESOLUTION 2021-03.04
NAZA and MNPS MOU Renewal

WHEREAS, NAZA and MNPS have a successful and important collaboration, and

WHEREAS, Nashville Public Library seeks the continued prosperity of this collaboration:

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nashville Public Library Board of Trustees endorses the renewal of the Memorandum of Understanding between NPL/NAZA and MNPS.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
NASHVILLE PUBLIC LIBRARY OF THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY
AND THROUGH
METROPOLITAN NASHVILLE PUBLIC SCHOOLS

This MEMORANDUM OF UNDERSTANDING is made and entered into this on March 1, 2021, by and between Nashville Public Library of the Metropolitan Government on behalf of NAZA (hereinafter “NPL”), and Metropolitan Nashville Public Schools (hereinafter “MNPS”).

The purpose of this agreement is to describe the means by which NPL and MNPS shall collaborate in order to support and further the work of the Nashville After Zone Alliance (NAZA), which operates from within the Education and Literacy Division of NPL. NAZA is an intermediary out-of-school time system that funds free high quality learning experiences in afterschool and summer for students in Nashville, including those who attend the schools of MNPS (collectively, “Metro Schools”) with primary focus on creating equity of access for youth with limited resources. NAZA’s network consists of youth development agencies that offer quality learning opportunities especially for Metro Schools’ middle school students (grades five through eight) at no cost in safe and convenient locations across the county.

As both NAZA and MNPS move towards a more holistic approach to learning and development targeting both SEL and academic indicators for youth success, NAZA commits to further the growth practices as defined in Nashville’s Vision for Holistic Youth Development to help youth thrive in education.

NAZA addresses barriers to student participation in its funded programs by working in collaboration with NPL and MNPS to:

- Offer coordinated outreach/recruitment so that Metro Schools’ diverse students/families know about programs and how to enroll;
- Coordinate scheduling to make access as easy as possible for students and their families;
- Coordinate transportation and nutritious meals/snacks;
- Participate in the nationally-recognized Youth Program Quality Intervention to ensure that programs are high-quality and appealing enough to attract and retain student participants.
- Partner in the implementation of Nashville’s Vision for Holistic Youth Development, including in co-creating tools and metrics for measuring social, emotional and cognitive growth in children and youth throughout their learning path (in-school, out-of-school).
- Share data between systems to offer need-based solutions for children and youth as well as understand and document the learning and development growth.
- Share virtual learning platforms and resources when possible.

It is AGREED:

1. NPL will:

- a. Provide oversight and operational support for NAZA's administrative activities, including the selection and hiring of NAZA administrative staff.
- b. Engage with the MNPS and Metro Schools' staff in strategic planning, direction setting, and resource sharing. In doing so, it shall:
 - i. Develop effective and wide-reaching communications and marketing strategies for students, families, schools, and the community-at-large;
 - ii. Develop creative strategies to identify, leverage, and fully utilize existing options related to:
 1. Transportation
 2. Meals/snacks
 3. Professional development
 4. Facilities and supplies;
 - iii. With the purpose of serving individual needs of beneficiary students, design the processes, platform and tools for the collection, monitoring, and entry of students' afterschool and summer program participation data, including by types of activities and growth practices targeted at each program, student surveys and other information used in the broad assessment and evaluation of NAZA programming and its overall effectiveness as a citywide system in accordance with the Data Exchange and Confidentiality Agreement, attached hereto as Attachment A;
 - iv. Create partnership outlets between NAZA- funded, affiliated and other types of partners and schools to support the key performance indicators set by Metro Schools for students and their overall learning and developmental goals set by NAZA and youth development agencies in partnership with students and their families. Advocate for policies and funding that support holistic learning and development of children and youth through NAZA at the local, state, and federal level, in collaboration with the MNPS;
 - v. Develop, implement, and refine a continuous quality improvement cycle for all NAZA-affiliated youth development agencies.
- c. Implement the procurement process with Metro Finance to select NAZA Coordinating Agency/Implementing partner, which is responsible for subcontracting with community youth development agencies for programming on behalf of NAZA. Ensure the Coordinating Agency complies with the Metro contract.
- d. Support enforcement of Metro Schools' safety and security practices, responses, and processes.
- e. Support MNPS in establishing and implementing clear on-going communications systems and structures between NPL and Metro Schools, and between school personnel and NAZA- funded and affiliated providers.
- f. Accept additional responsibilities as negotiated during implementation and expansion of NAZA.

2. MNPS, via the Director and staff, will:

- a. Identify an executive administrator to serve as liaison to NAZA staff leadership and the Leadership Council.

- b. Engage the NPL and NAZA staff in strategic planning, direction setting, and resource sharing. In so doing, it shall:
 - i. Develop effective and wide-reaching communications and marketing strategies for students, families, schools, and the community-at-large;
 - ii. Develop creative strategies to identify, leverage, and fully utilize existing options related to:
 - 1. Transportation
 - 2. Meals/snacks
 - 3. Professional development
 - 4. Facilities and supplies;
 - iii. Design and implement the processes related to student school-level data sharing, record matching, report and dashboard generation, enabling access of NAZA partners to student data in accordance with the Data Exchange and Confidentiality Agreement, attached hereto as Attachment A;
 - iv. Provide access to virtual/digital learning platforms, including Schoology to NAZA-funded, affiliated and other partners who enter into contract/MOU relationships with NAZA. Only staff members of the youth development agencies who have background clearance will be allowed to access Schoology or other virtual/digital learning platforms that include sensitive student data.
 - v. Create partnership outlets between NAZA-funded, affiliated and other types of partners and Metro schools to support the key Core Tenets and Signature Initiatives set by Metro Schools for students and their overall learning and developmental goals set by NAZA and youth development agencies in partnership with youth and their families. Support NAZA in advocating for policies and funding that support holistic learning and development of children and youth.
 - c. Establish and communicate safety and security practices and responses for school-based NAZA partners.
 - d. Support NPL in establishing and implementing clear on-going communications systems and structures between NPL and Metro Schools, and between school personnel and NAZA-funded and affiliated agencies.
 - i. Work with Metro School principals and Community Achieves (where available) to identify and assign the most appropriate liaison to NAZA at each school, especially for data-sharing purposes.
 - e. Accept additional responsibilities as negotiated during implementation and expansion of NAZA.
3. **Terms of Agreement.** This agreement shall be effective beginning March 1, 2021 through March 1, 2026, unless terminated earlier by either party pursuant to Section F of Attachment A. The effective dates of this agreement may be modified by written amendment subject to acceptance of both parties.

This memorandum may be terminated by either party at any time and for any reason, upon thirty (30) days written notice.

4. **Non-Discrimination.** It is the policy of the Metropolitan Government Of Nashville and Davidson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this MOU, both parties certify and warrant they will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro’s contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro’s Contractors. Accordingly all Contractors shall, upon request, be required to show proof of such nondiscrimination and to post, in conspicuous places, that are available to all employees and applicants, notices of nondiscrimination.
5. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this MOU are confidential and shall be created, disclosed and maintained pursuant to the provisions of any applicable law, including but not limited to the Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C. § s1232g) and its implementing regulations, the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. § 6501-6506), and MNPS policy.
6. **Attachments:**
 - The following attachments are part of this MOU:
 - Attachment A: Data Exchange Agreement
 - Attachment B: Data-sharing sub-agreement with community youth development agencies
 - Attachment B1: Unified Parent Permission Form
 - Attachment B2: FERPA Regulations

MNPS/NAZA MOU ATTACHMENT A: DATA EXCHANGE AND CONFIDENTIALITY AGREEMENT

This Data Exchange and Confidentiality Agreement (“Agreement”) between Metropolitan Nashville Public Schools (hereinafter referred to as “MNPS”) and the Nashville After Zone Alliance of Nashville Public Library (hereinafter referred to as “NAZA ”) describes the principles of data sharing, including the means to be used by NAZA to ensure the confidentiality and security of information and data exchanged between MNPS and NAZA for the purposes stated below.

Under the terms of this agreement, NAZA may sign sub-agreements with its partners who are in formal relationship with NAZA and who request and receive student data from schools under

this agreement for programming purposes, to ensure that the latter have full understanding about the responsible use of the confidential student data.

I. GENERAL TERMS

A. PURPOSE

- NAZA funded and affiliated agencies offer afterschool and summer learning opportunities for MNPS students.
- NAZA partner agencies aim to offer targeted services to meet the needs of individual students.
- NAZA focuses on the holistic development of students and requires that its partners incorporate elements of social, emotional and cognitive learning into their daily programs and focus on growth practices defined in Nashville's Vision for Holistic Youth development..
- MNPS collaborates with NAZA to develop programming, identify student participants, and share resources to maximize the impact of NAZA programming to benefit students.
- NAZA will require its partners to obtain parental consent using the unified form which is part of this MoU package to receive personally identifiable data on individual students in order to be informed on the areas of need for the student. Any youth development agency that will partner with NAZA at any tier and will request access to student data, must use the unified parent consent form attached to this MOU (Attachment B1).
- NAZA partner agencies will use the student data to provide need-based services to the students enrolled in NAZA programs.
- NAZA will require that all its partner agency staff (active) directly working with students or accessing student data either through schools or through Schoology or other platforms have up-to-date background checks.
- NAZA will also require that partners notify NAZA/MNPS immediately when a staff member leaves so that access to NAZA data systems and student data is restricted for that staff member/s.

B. NATURE OF DATA

- To further the achievement of the above stated purpose, MNPS will provide data from the MNPS student information system and the MNPS data warehouse to include data elements identified in Attachment A1.
- MNPS will only provide individual student data on students who are active in the programs provided by NAZA-funded, affiliated or other types of partners as long as they have partnership agreements with NAZA and who use the unified parental consent form to get the permission of sharing data on file (Attachment B1). MNPS shares the

following student information with NAZA: demographics, attendance, discipline actions, grades and assessments, and IEP status.

- MNPS may grant Schoology access to NAZA partners interested in using Schoology for virtual programming which will enable direct access to student data (identified in Attachment A1)

C. TRANSFER OF DATA

- NAZA will collect program attendance data through its unified student attendance management system enabled by Salesforce NAZA platform and will share the attendance records with MNPS at the end of each school year.
- NAZA will also share types of activities and number of days that students have been engaged in afterschool programs along with information about growth practices and skills that those activities targeted to build, so that schools have information about additional learning focus to inform their evaluation of the growth of students and their further needs .
- MNPS will match student records received from NAZA with the student records in the MNPS data warehouse to generate system level dashboards for NAZA sharing aggregate demographic data for NAZA to use for reporting and planning purposes.
- MNPS and NAZA shall use a secure, mutually agreed upon means and schedule for transferring confidential information between data systems. MNPS will create data extracts and validate the data.
- MNPS will generate NAZA dashboards and student lists and provide them to NAZA partner staff who deliver services directly to students enrolled in the programs.

D. PERIOD OF AGREEMENT

This Agreement shall be effective per specifications in the MOU section 3 (Terms and Conditions) , unless terminated earlier by either party pursuant to Section F.

E. NAZA RESPONSIBILITIES

- NAZA acknowledges that these data are confidential data and proprietary to MNPS, and agrees to protect such information from unauthorized disclosures and comply with all applicable district, local, state, and federal confidentiality laws and regulations including but not limited to the Family Education Rights and Privacy Act (FERPA).
- NAZA will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

- NAZA shall (a) instruct all partner agencies with access to confidential information about the requirements for handling confidential information (b) provide all partner agencies with access to confidential information statements of organizational policies and procedures for the protection and confidentiality of student data and (c) notify partner agencies of the sanctions against unauthorized disclosure or use of confidential student information.
- NAZA has the right to assign the portion of this agreement related to the liability for the student data to a third party, i.e. its contracted partner agencies that will directly access and use student data under the enforcement of FERPA rules and regulations.
- NAZA and its partners will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- NAZA agrees to obtain written approval from MNPS prior to engaging any subcontractors (like consultants working with direct service providers, software developers, etc.) to perform any services requiring access to any confidential student information.
- NAZA shall use the data only for the purpose stated above.
- NAZA will not conduct any research or analyses using MNPS data or publish any findings obtained, without prior approval by an authorized MNPS representative. NAZA will not publish findings obtained using MNPS data without prior approval by an authorized MNPS representative.

F. TERMINATION

- This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - By NAZA or MNPS immediately in the event of a material breach of this Agreement by the other party.
 - By NAZA or MNPS upon 30 days notice to the other party.
- At the termination of this Agreement or upon written request of MNPS, whichever is earlier, NAZA shall return all confidential and/or sensitive information promptly and destroy all copies or derivations of the confidential and/or sensitive information utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

G. GENERAL UNDERSTANDING

1. In the provision of the service to MNPS students, Recipient is subject to and will comply with applicable laws and regulations, including but not limited to:
 - a. FERPA: Family Educational Rights and Privacy Act (20 U.S.C. § 1232g;

34 CFR Part 99)

- b. COPPA: Children's Online Privacy Protection Act, (15 U.S.C. §§ 6501–6506, 16 CFR Part 312)
- c. PPR: Protection of Pupil Rights Amendment, (20 U.S. Code § 1232h, 34 CFR Part 98) .
- d. SOPPA: Student Online Personal Protection Act (TN Code 49-1-708)

2. OBLIGATIONS AND ACTIVITIES OF RECIPIENT

A. Permitted Uses of MNPS Student Data and Information (“SDI”). Recipient shall only use or disclose SDI as required for state data reporting and/or assessment of program quality and improvement.

B. No Marketing or Advertising. Recipient is prohibited from using SDI to:

- (a) market or advertise to students or families / guardians;
- (b) inform, influence, or enable marketing, advertising or other commercial efforts by a third party; or
- (c) develop a profile of a student, family member / guardian, or group, for any commercial purpose other than providing the Service to MNPS.

C. Data Analysis and Mining. Recipient is prohibited from analyzing or mining SDI for any purpose other than delivering the Services to MNPS students under this Agreement, or improving the Service for MNPS students. Analysis and mining of SDI to support marketing, advertising, or other commercial ventures are prohibited.

- 3. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- 4. This Agreement shall be governed by and construed under the laws of the State of Tennessee.
- 5. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

ATTACHMENT 1A : SPECIFIC DATA ELEMENTS

Elements sent from MNPS to NAZA

- Student identifiers
 - School ID
 - School name
 - Student number
 - Last name
 - First name
 - Middle name
 - Preferred name
 - Birthdate
 - Gender
 - Grade level
 - Address
 - Phone number

Data sent data sent from NAZA to MNPS

- Program information and student program enrollment data sent from NAZA to MNPS
 - Program name
 - Session name
 - School ID
 - School name
 - Student number
 - Student start date
 - Student end date
 - Types of activities students engaged in
 - Growth practices focused per program

Data shared with NAZA through MNPS reporting

- Attendance
 - Unexcused and tardy counts
 - Chronically absent students
 - Quarterly attendance rates by grade level
- Discipline
 - Students with 5+ ISS days
 - Students with 5+ OSS days
 - Expelled students
 - Remanded students
 - Top 10 offenses year to date
- Enrollment
 - # Entries distribution
- At-risk flags
- IEP data
 - Days until IEP eligibility reevaluation
 - Days until new IEP
- Demographics (subgroups summary)
 - Ethnicity
 - Gender
 - Grade level
 - SWD – Students with disabilities
 - ED – Economically disadvantaged
 - ELL – English Language Learners
 - LEP – Limited English Proficiency
- Grades
 - Quarterly percentage of students having at least 1 failing course grade
- Academic achievement data, such as:
 - State summative assessment/TCAP(if administered)

- Interim benchmark assessment/MAP
 - College and career readiness assessments
 - WIDA ACCESS for English Learners
-
- Technology and internet connectivity data

MNPS/NAZA MOU ATTACHMENT B:

DATA EXCHANGE AND CONFIDENTIALITY SUB- AGREEMENT BETWEEN NASHVILLE PUBLIC LIBRARY ON BEHALF OF NAZA AND YOUTH DEVELOPMENT AGENCIES

This sub-agreement is a subsidiary document to the Data Exchange and Confidentiality Agreement (Attachment A of the MNPS-NPL MOU) effective between Nashville Public Library on behalf of NAZA and NAME OF THE AGENCY. Individual school principals acknowledge this document as the basis of data- sharing with community youth development agencies. This sub-agreement specifies the responsibilities of NAZA and MNPS in enabling access to data-sharing as well as the responsibilities of youth development agencies in using the obtained student data in a responsible way in compliance with MNPS policies and FERPA regulations.

This document details the types of data that youth development agencies will have access to as well as specifies the allowable use of student data accessible to youth development agencies.

Annexed to this document is Attachment B1, the parent consent form that is a required condition for obtaining student school data through NAZA. All agencies accessing student records under MNPS/NPL-NAZA data-sharing agreement must use the annexed form without changes.

Annexed to this document (Attachment B2) is a document explaining FERPA regulations that the providers must refer to when using student data shared with them.

NAZA responsibilities

To enable access to MNPS student data NAZA:

- 1) Facilitates relationship with the central Data Management Office at MNPS to ensure documents allowing data-sharing are up-to-date.

- 2) Coordinates with Community Achieves leadership at MNPS to ensure NAZA funded and affiliated partners are invited to Community Achieves partner meetings at schools, are able to access data through CA Coordinators (where possible).
- 3) Offers program providers unified student attendance management system (in Salesforce) to track program enrollment and attendance including by type of activity and focus on certain skills/growth practices.
- 4) Supports the training needed for its partners to consistently learn about unpacking student's education data (from schools) as well as understanding the responsible use of data.
- 5) Shares the data from its unified system with MNPS to match student records and receive reports from MNPS.

Data sent data sent from NAZA to MNPS

- Program information and student program enrollment data sent from NAZA to MNPS
 - Program name
 - Session name
 - School ID
 - School name
 - Student number
 - Student start date
 - Student end date
 - Types of activities students engaged in
 - Growth practices focused per program

MNPS Responsibilities

MNPS acknowledges the importance of high quality out-of-school time programs that support school success for many students. NAZA - funded and affiliated partners provide youth development programming aimed at their holistic learning and development. As part of that, partners design certain activities to support youth's academic learning, through homework help, academic enrichments as well as SEL skill building to support their continuous attendance and engagement in their schools.

In support of that, MNPS, through individual schools designated staff member and/or Community Achieves staff and upon receiving student rosters from the programs along with a proof of parent permission for each student, may provide data from the MNPS student information system and the MNPS data warehouse to include data elements identified below:

Elements sent from MNPS to NAZA

- Student identifiers
 - School ID
 - School name
 - Student number
 - Last name
 - First name
 - Middle name
 - Preferred name
 - Birthdate
 - Gender
 - Grade level
 - Address
 - Phone number

Data shared with NAZA through MNPS reporting (aggregate and student identifiable)

- Attendance
 - Unexcused and tardy counts
 - Chronically absent students
 - Quarterly attendance rates by grade level
- Discipline
 - Students with 5+ ISS days
 - Students with 5+ OSS days
 - Expelled students
 - Remanded students
 - Top 10 offenses year to date
- Enrollment
 - # Entries distribution
- At-risk flags
- IEP data
 - Days until IEP eligibility reevaluation
 - Days until new IEP
- Demographics (subgroups summary)
 - Ethnicity
 - Gender
 - Grade level
 - SWD – Students with disabilities
 - ED – Economically disadvantaged
 - ELL – English Language Learners
 - LEP – Limited English Proficiency

- Grades
 - Quarterly percentage of students having at least 1 failing course grade
- Assessments (subject to change)
 - State summative assessment/TCAP(if administered)
 - Interim benchmark assessment/MAP
 - Universal Screener/FAST
 - WIDA ACCESS for English Learners

Partner Responsibilities

- 1) NAZA partner agencies may seek and receive quarterly school-level data for students who are active in their programs.
- 2) Agencies must ensure parent consent forms (Attachment B1) are signed and uploaded in the NAZA data-management system before they can request data from schools on those youth.
- 3) Agencies must have the school principal initial this agreement in the beginning of each school year to acknowledge the legal basis of the student data sharing before agencies can request individual student data from schools.
- 4) Partners share active student rosters or individual names of students with the schools to request student data.
- 5) When requesting data on active students from schools the agencies must attach an indication generated through the NAZA data system that the parent permission has been granted for every student that they are requesting data for.
- 6) Agencies must ensure the confidentiality of the student individual data, must not report individual data and should use only aggregate data (that suppresses small counts that could identify a student) for reporting or fundraising purposes.
- 7) Partners can use individual student data to:
 - a. Design activities that best support the needs of the enrolled students;
 - b. Continuously improve the quality of the programs to meet student needs;
 - c. Focus on skills and practices that help student's learning and development;
 - d. Facilitate discussions with team or other partners who provide services to the student;
 - e. Evaluate programs;
 - f. Comply with funding requirements; compliance
- 8) For any additional uses of data outside of the stated scope, agencies must request a separate permission from MNPS through NAZA.
- 9) Partners should destroy the individual student data immediately after the program attendee exists the program or the program term is over.

Mandatory training

All NAZA partner agencies having access to students' school data must complete the following trainings:

- 1) **Responsible use of data-** which will cover the FERPA regulations, the terms of receiving, storing and destruction of the sensitive student data, as well as requirements and restrictions around reporting of that data. The training will also provide information on required parent permission forms, as well as measures to be taken to avoid any data breach or publication of individual student data.
- 2) **Understanding education data-** this training will help NAZA partner agencies to understand student data that they receive from schools. The aim is to help partners make meaningful use of school data by understanding how to interpret each data set, especially related to academic achievement (test scores, etc.)

ATTACHMENT B1: UNIFIED PARENT CONSENT FORM

Student Record Release Permission

Nashville After Zone Alliance (NAZA) partner agencies, receive information from Metro Nashville Public Schools (MNPS) about the students that are enrolled in NAZA-funded or affiliated programs. The programs utilize personally identifiable information (PII) from student's school records to plan and provide high quality after school programming for your student. Information that is deemed as part of the student's school record is listed below:

- School ID
- School name
- Student number
- Last name
- First name
- Middle name
- Preferred name
- Birthdate
- Gender
- Grade level
- Address
- Phone number
- IEP Status (Presence of an IEP, and dates that indicate if a new IEP is due)

Note: MNPS will not share any additional information about your child's IEP. The parent/guardian is the only person(s) allowed to disclose any additional information about the IEP.

- Daily Attendance record
- Number of suspensions (in and out of school)
- Academic achievement data, such as:

- State summative assessment/TCAP(if administered)
- Interim benchmark assessment/MAP
- College and career readiness assessments
- WIDA ACCESS for English Learners
- Class grades
- Access to devices (computer, tablet) and internet at home

The information will be treated as confidential in agreement with the Family Educational Rights and Privacy Act (FERPA), will not be released to any other parties that are neither associated nor affiliated with NAZA, and will be used for the sole purposes to continue providing high quality after school programming to your child. NAZA personnel and its partners will be properly trained to protect your student's PII. Any PII that has been collected and maintained by NAZA partner agencies will be permanently destroyed at the end of the academic year.

Additional Permissions (for NAZA-funded programs only)

I give my permission to the Nashville After Zone Alliance and its funded providers, unless otherwise noted in the space below:

- a. To have my child participate in NAZA-funded programs and activities at my child's school as well as other off-site locations throughout the NAZA system, as specified in this enrollment form, knowing that this might include special activities, such as off-site events, end-of-year celebrations, homework/academic help, and field trips, and realizing that some of these may take place outside of regular program hours.
- b. With the medical information provided in the program application in mind, to engage in all activities except as noted.
- c. To secure proper medical treatment for my child in the event of an emergency. If I or my emergency contact cannot be reached, I give permission for a physician to order routine tests and treatment for the health of my child. I give permission to a physician to secure treatment and/or hospitalize my child; after all emergency contact attempts have been made.
- d. To provide assistance in accessing devices and internet services when presented as a barrier for my child to participate in afterschool and summer programs.
- e. To use in media releases to benefit NAZA and its funded providers, photographs, creative work, quotes, videos, or other media which may include my child.

I, the undersigned, understand, acknowledge, and agree:

- That I have read and understand the information provided in the Parent Consent Form.
- That I will update any information I provided about my student in a timely fashion.
- That NAZA-funded and affiliated providers will request my child's records that may contain personal information (share demographics, grades, assessment, attendance, behavior/suspensions, IEPs and information about access to technology and internet at home) for the sole purpose of helping my child succeed in school and beyond.

- I therefore waive, with respect to these disclosures, any duty of confidentiality arising from Federal or State requirements.

Additionally, for NAZA-funded partners only:

- That participation in NAZA-funded programs and providing information about my child may involve certain risks. I assume all of these risks.
- That NAZA-funded providers will make themselves available to children, parents, and school staff and any concerns they might have.
- That NAZA-funded providers will protect the safety, interests, and rights of all individuals in the program. Therefore, each program will provide a parent/youth handbook or other program-specific information, including behavior policies and grievance procedures.
- That my child may be asked to complete surveys regarding the program for evaluation purposes.
- That I will not seek to hold NAZA or its funded providers responsible for any losses or damages whatsoever which I or my child may incur in connection with NAZA or its funded providers.
- That all program staff are employed by NAZA-funded providers, who are responsible for the operations of the program and supervision of their personnel. NAZA takes no responsibility for these operations or supervision.

I, the parent or legal guardian, give consent for Metro Nashville Public Schools to share my child’s information, as described above, with NAZA staff and its funded and affiliated partners for the purpose of planning and providing high quality afterschool programming to my child. I fully release and discharge MNPS and its employees from any and all liabilities arising out of or in connection with the above described data sharing relative to NAZA and NAZA partners. I reserve the right to withdraw my consent at any time by submitting a written notice of withdrawal of consent to NAZA or its partner.

Signature Custodial Parent/Guardian Date

Signature of NAZA-funded or affiliated program staff Date

ATTACHMENT B2: FERPA REGULATIONS



FERPA 101 for NAZA Data Guide

Transforming Education Through Collaboration & Informed Decision-Making

This page provides a quick reference about the **Family Educational Rights and Privacy Act of 1974**, commonly known as **FERPA**.

Why

FERPA is a federal law that protects the privacy of student educational records.

What

FERPA is a federal privacy law that provides parents/guardians the right to consent to the disclosure of personally identifiable information from education records.

FERPA Basics

- **Educational Records**—Any record, including a digital record (e.g. MNPS data warehouse reports, PowerSchool reports), directly related to a student that is maintained by MNPS. NAZA data, such as program participation, are not considered part of the educational record as it is NOT directly collected and maintained by MNPS.
 - ◊ Only parents and school officials, such as teachers, administrators, school board, and support staff, **with legitimate educational interests** have access to the educational records. Legitimate educational interests is defined as needing access in order to perform his/her professional responsibilities.
 - ◊ **NAZA has access to the educational records because**
 - ◊ **MNPS and NAZA have a data sharing agreement, so providers can access data to inform** the services provided to students.
 - ◊ **NAZA's Enrollment Form secures permission** from parents to allow program providers to have access to the students' educational records.
 - ◊ **Directory demographic and aggregate information CAN** be shared with funders and community partners.
 - ◊ **Program performance-related data is NOT to be shared** with program funders **UNLESS permission is granted** through the **MNPS Research, Assessment and Evaluation department**. Here's a link to learn more: <http://aoo.gal/NTNGM8>



Data Sharing Agreement



Warning

- Please **adhere to basic security measures**, such as password protection and secure location, to protect the student data. **DO NOT** leave student data laying out for others to see.
- Personally identifiable data **should NOT be shared** with others. Please share aggregate level data that cannot be used to identify a student.



FERPA Resource for Community Organizations:
<https://aoo.gal/a6HX6R>



f. NPL and CMHoF MOU, *Stephanie Rodriguez*

- iii. Ms. Rodriguez stated that this MOU between NPL and the Country Music Hall of Fame formalizes the agreement between the organizations. The essence of the agreement is that CMHoF will host a two-week run of performances by NPL performers twice per year.
- iv. Ms. Varney moved for the approval of Resolution 2021-03.05; the motion was seconded by Mr. Oermann and passed unanimously.

Nashville Public Library
Board
March 16, 2021

Resolution Title: Country Music Hall of Fame Letter of Agreement

History/Background/Discussion:

String City: Nashville's Tradition of Music and Puppetry portrays the history of country music through marionettes, rod puppetry, shadow/animation puppetry, and music. Since 2013 the Country Music Hall of Fame (CMHoF) has partnered with Nashville Public Library (NPL) by hosting a two-week run of performances twice per year at a mutually agreed upon time in the museum's Ford Theater. NPL provides the performers/puppeteers.

This Letter of Agreement memorializes NPL and CMHoF's relationship and commitment to continued success of *String City*.

Recommendation: The Board approves the proposed Letter of Agreement.

Drafter(s): Kent Oliver, Stephanie Rodriguez

Person(s) Responsible for Implementation: Stephanie Rodriguez

RESOLUTION 2021-03.05
Country Music Hall of Fame Letter of Agreement

WHEREAS, Nashville Public Library and Country Music Hall of Fame has a successful and important collaboration in the *String City* production, and

WHEREAS, Nashville Public Library seeks to continue the prosperity of this collaboration:

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nashville Public Library Board of Trustees endorses the March 2021 Letter of Agreement between NPL and CMHoF.

JOHN COOPER
MAYOR

KENT OLIVER
LIBRARY DIRECTOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made as of November 13, 2020 by and between **NASHVILLE PUBLIC LIBRARY ("NPL")** and **COUNTRY MUSIC HALL OF FAME® AND MUSEUM ("CMHoF" or the "Museum")**.

P R E M I S E S :

- A.** *String City: Nashville's Tradition of Music and Puppetry ("String City")* is a fascinating and entertaining "circle" through the history of country music. Using marionettes, rod puppetry, shadow/animation puppetry, and more, it portrays country music's legacy through songs and puppet appearances from the Carter Family, Hank Williams, Dolly Parton, George Strait, Alan Jackson, Taylor Swift, Alison Krauss, and many others.
- B.** The *String City* program is a collaborative effort of NPL, which created and provides the *String City* puppets through a collaboration with Wishing Chair Productions, and CMHoF, which provided, and continues to provide, scholarship, historical research, perspective and expertise, including the selection of artists to be featured to ensure historical accuracy in the script and song selection and in the depiction of the artists, which was and is needed to accurately and faithfully present the story of Nashville and country music. The creation of the *String City* puppets was made possible by a grant from Judy and Steve Turner to the Nashville Public Library Foundation. The Turners also generously provide ongoing leadership support to the Country Music Hall of Fame® and Museum.
- C.** Since the creation of *String City* in 2013, CMHoF has hosted free, educational performances in the Museum's Ford Theater, covering in-house expenses, while exposing thousands of visitors of all ages to the high-quality, educational, and entertaining history of country music. Nashville Public Library and Nashville Public Library Foundation cover all costs related to performers/puppeteers.
- D.** In order to ensure the continued success of *String City*, NPL and CMHoF desire to memorialize their relationship through this Letter of Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties agree as follows:

1. Responsibilities of CMHoF: To support the annual production of performances of *String City* (the "Program"), CMHoF shall be, and is, responsible for the following tasks:

- a. Hosting the Program for a minimum of a two-week run twice per year at a mutually agreed upon time in the Museum's Ford Theater.
- b. Promoting the Program via print, social media, and other advertising channels.
- c. Creating and staffing educational lessons and activities in support of the Program.
- d. Creating and printing educational support materials for each show.
- e. Managing audience logistics including ticketing, theater seating, group booking, and group transportation to the Museum, including providing transportation subsidies for classes at Metro Nashville Public Schools and Title I schools to attend, if needed and upon request.
- f. Providing adequate CMHoF staff to manage audience and school groups.
- g. Running audio/visual production at each performance.

2. Responsibilities of NPL: To support the annual production of *String City*, NPL is responsible for the following tasks:

- a. Fabrication, maintenance, and operation of puppets and set pieces, and other performance components.
- b. Presentation and staffing of the *String City* performances.

3. Joint responsibilities of both parties: Both CMHoF and NPL shall jointly execute the following tasks related to the bi-annual performances of *String City* at CMHoF:

- a. Introducing *String City* at the beginning of each performance.
- b. Teaching professional development workshops on *String City's* educational content and lesson plans.

4. Joint Approvals. CMHoF and NPL agree that the musical pieces included in the Program as presented at the Museum in 2019 as well as the presentation and marketing thereof are approved by, and acceptable to, both CMHoF and NPL. Additionally, CMHoF and NPL shall have joint, mutual approval of the following items:

- a. Any change in the musical pieces to be included in the performances.
- b. Any change in the narrative of the Program.
- c. Any change in the presentation of each musical piece to be included in the performances (with additional approval by featured artists where applicable).
- d. Any additional partners and programs using the *String City* name and resources.
- e. Any change in marketing and publicity materials.

If either CMHoF or NPL propose any of the above changes or adaptations of *String City* or its content, it is understood that such proposals shall be submitted sufficiently in advance (minimum of 60 days) for both parties to discuss, agree on and approve of all aspects of the changes.

5. Fundraising: It is specifically agreed that CMHoF, and Nashville Public Library Foundation (NPLF) may use event-based performances of *String City* — offered outside the bi-annual performances at CMHoF planned for broad community access — to raise money for their organization.

6. Considerations for additional performances: Should either CMHoF or NPL have an interest in presenting *String City* outside the bi-annual performances at CMHoF, including the aforementioned event-based fundraising performances of *String City*, the party proposing such the performance opportunity will cover all expenses in connection therewith, including associated staffing costs. Additionally, if CMHoF desires to present *String City* outside the bi-annual performances at the Museum, in order to schedule staffing, etc., CMHoF will provide NPL with significant advance notice (minimum of 60 days) for approval of the date and time of such performances, such approval not to be unreasonably withheld.

7. Program recognition: CMHoF and NPL agree that the official language to recognize *String City* is, and shall be, as follows:

String City: Nashville's Tradition of Music and Puppetry is a collaboration/coproduction between/by Nashville Public Library and the Country Music Hall of Fame and Museum. *String City* was created and is presented by Nashville Public Library's Wishing Chair Productions in collaboration with the Country Music Hall of Fame® and Museum and was made possible in part by a special gift from Judy and Steve Turner to the Nashville Public Library Foundation.

This language is to be used in advertisements, event listings, verbal acknowledgements prior to each show, and any other applicable media relating to *String City*, with the inclusion of both the CMHoF and NPL logo, whenever possible.

IN WITNESS WHEREOF, Nashville Public Library and the Country Music Hall of Fame® and Museum have caused this Letter of Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**COUNTRY MUSIC HALL OF FAME®
AND MUSEUM**

NASHVILLE PUBLIC LIBRARY

By: _____
An Authorized Signatory

By: _____
An Authorized Signatory

Date: _____

Date: _____

g. Additional Comments

Mr. Oliver thanked Derrick Smith for his work on these MOUs. Mr. Oliver remarked how the agreements show the strength of what NPL is doing and how the library likes to partner with other community organizations.

VII. Adjournment

The meeting adjourned at 12:59 PM

Next Scheduled Board of Trustees Meeting

April 20, 2021

Location: TBD

Respectfully submitted by Corey Frederick.