

The Eastman **Case Studies**

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The **ROCmusic Collaborative**



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The ROCmusic Collaborative

Across the United States, many community-based, music education programs serve youth who face significant barriers to a high-quality music education. A free music academy based in Rochester, New York, ROCmusic is similar to these programs in vision, but has an uncommon structure, which presents both benefits and drawbacks. Rather than functioning as a 501(c)(3) nonprofit, ROCmusic is governed by a partnership among the major cultural organizations, educational institutions, and governmental agencies in the city of Rochester, known as the ROCmusic Collaborative. This case study intends to explore the ways this alliance accomplishes its mission. One challenge that ROCmusic faces is the lack of a written document that specifies the expectations for each member organization. As this case explores the inner-workings of the ROCmusic Collaborative, the reader is tasked with imagining how a Memorandum of Understanding among the partners could be revised to deliver outcomes for students and the community.



This case study was prepared by Emma Gierszal. The **Eastman Case Studies** are developed solely as the basis for class discussion. Cases are not intended to serve as endorsements or sources of primary data nor are they to serve as illustrations of effective or ineffective leadership or decision making.



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A Harebrained Idea

"It started with four emails to four separate people on October 7, 2011," recalled Jamal Rossi, Dean of the Eastman School of Music. One email read, "Hi Charlie, I have a bit of a harebrained idea. Interested? Give me a call." Rossi had reached out not only to Charles Owens, president of the Rochester Philharmonic Orchestra (RPO), but also to three other leaders of key arts organizations in the city of Rochester with the same vague proposition. Emails came to Margaret Quackenbush, president and executive director of the Hochstein School for music and dance; Deborah Harloff, executive director for visual and performing arts in the Rochester City School District (RCSD); and Howard Potter, director of the Eastman Community Music School. The query piqued the interest of all four local arts executives.

The group met later that month to listen to Rossi's "harebrained idea": to provide every child in Rochester with the opportunity to experience making music.

These organizations were already making individual efforts to diversify their programs and reach underserved students. Rossi wondered if they could come together to serve this common goal. The Eastman Community Music School, which is part of the Eastman School of Music, had already made inroads on community access to music education. The school had a program called Eastman Pathways, which provides up to 65 full scholarships for

students enrolled in the RCSD. Rossi explained that it was a program intended to reach underrepresented students. However, Eastman Pathways was mostly reaching students with parents who were already educated about available opportunities. There were also barriers to accessing the program. Eastman Pathways required its scholarship students to already have experience with an instrument, give an audition, and secure a recommendation from their school music teacher. Further, only students who maintained

a 2.0 GPA and had a 90% attendance rate would be eligible. With these guidelines, Eastman Pathways was designed to be more selective with children in the city school district than a low-access program would require.

The Hochstein School likewise offered a scholarship program that produced unintended barriers to access. Hochstein provides tuition assistance and need-based scholarships for children and adults who meet certain household income thresholds. For children who come from households with less than \$50,000 of annual income, the school grants individual lessons with a reduction in tuition. Adults from households below \$30,000 may also participate in individual lessons at a discount. The school also offers partial scholarships for group classes involving both children and adults from households earning less than \$30,000. Exceptions are made for families falling above the income guidelines if there are special circumstances. While it seems that this scholarship program would attract many city

residents, enrollment and retention still suffered. Tuition discounts were apparently not enough to drive enrollment. Margaret Quackenbush speculated that having any financial obligation posed a burden for potential students at the Hochstein School. Finding transportation was also found to inhibit participation.

The outreach program of the Rochester Philharmonic Orchestra was aligned with the Rochester City School District. RCSD students were treated to daytime performances of the RPO a few times per year, with bus transportation included. Though the program provided a wide swath of students with opportunities to see high-quality, custom musical productions, the RPO's programming was generally limited to symphonic arrangements, reflective of its traditional concert repertoire. While it was an important step to accessing the arts locally, these occasional concerts did not fully accord with

Jamal Rossi's idea was to provide every child in Rochester with the opportunity to experience making music.

the more active goal Rossi had in mind. He hoped to give Rochester kids the opportunity to make music as much as to hear and watch it.

After a year of weekly meetings, the heads of these leading arts organizations in Rochester dreamed up ROCmusic, which would become a neighborhood-based music program providing free, high-quality music education to students. Ultimately, the members (henceforth known as the ROCmusic Collaborative) agreed that they were not satisfied with the effectiveness of their individual programs and could band together to deliver the arts to children more consistently and efficiently. ROCmusic was officially launched in October 2012. Founding members of the Collaborative included the City of Rochester, the Eastman School of Music (University of Rochester), the Eastman Community Music School, the Hochstein School of Music & Dance, the RCSD, and the RPO. Operating out of public recreation centers located in city neighborhoods, the ROCmusic program now delivers music education year-round at no charge to students.

Benchmarking

In order to embark on its mission, the ROCmusic Collaborative looked not only to evaluate access to music among its own members' efforts but also to collect information on programs doing similar work in the United States. El Sistema organizations were a logical place to begin benchmarking. As of 2020, El Sistema USA comprises 115 member programs in 35 US states. Inspired by a Venezuelan model, the organization's mission is to "effect social change through music for children with the fewest resources and the greatest need." El Sistema USA's demographics reflect that they largely serve students of color, with Latinx and Black students accounting for nearly 70% of its constituents¹. About half of member organizations partner with a 501(c)(3) nonprofit organization such

as a symphony, youth orchestra, educational alliance, community organization, or local school, while the other half are independent organizations.

When attending one of the national El Sistema conferences, Rossi was impressed by several programs, in particular Play On Philly and the Baltimore Symphony Orchestra's OrchKids program. Each organization presented music at a high level, but Rossi noticed that they also interpreted the El Sistema model in different ways. Some adhered strictly to the tenets of the system, while others found ways to take the most salient parts and apply them to their programs. Rossi reflected: "The [El Sistema] philosophy is still being taken from its original roots in Venezuela, which do not always transfer well to the United States." For example, El Sistema is publicly funded in Venezuela. The idea of the federal government supporting such a program uniformly in the United States seems like a pipe dream, and indeed many organizations must operate without support from the national level. The notion of older students working with younger students and general mentoring is applicable, however. While ROCmusic cannot completely mimic strategies used in El Sistema programs, the overarching philosophy and many of its methods could still inform the initiatives in Rochester.

Another program called Harmony Project served as a role model in the development of ROCmusic. Based in California and predating Youth Orchestra Los Angeles (YOLA), Harmony Project "provides students K-12 with continuous, high-quality music instruction" by ensuring that they receive instruments, lessons, performance opportunities, college support and scholarships, and family support services. At the time, the organization served more than a thousand students across several locations. Clay Jenkins, Professor of Jazz Studies & Contemporary Media at the Eastman

El Sistema organizations provided a potential model for the ROCmusic Collaborative.

¹ Visit <https://elsistemausa.org/resource-hub/> for more information.

School of Music, used to work with Harmony Project and connected the ROCmusic Collaborative with founder Margaret Martin. Rossi visited Los Angeles to observe the program, and Martin later came to Rochester to advise the ROCmusic Collaborative. What attracted Rossi to Harmony Project in particular was the measurement of outcomes. Unlike some music education programs, Harmony Project does not gauge success by tracking the number of state contest winners or even the number of students participating, but rather by other measures of social impact (e.g. student retention, students' attendance rates, the rate of child pregnancies, and drug use). Although all of these factors were seemingly out of the control and purview of an extracurricular music program like Harmony Project, Rossi still felt that a bold approach to social change through music could influence ROCmusic even more than the general El Sistema model.

The members of the ROCmusic Collaborative knew that their vision was to reach every student and give them the experience of making music. They hoped that participating students and communities would see positive social outcomes similar to Harmony Project's, in addition to planting the seeds with students for a lifelong love of music. With RCSD's high school graduation rate being 42% at the time, it was imperative to give the students an incentive to stay in school. The Rochester School of the Arts, a local public academy in the city school district, boasted an 88% graduation rate. ROCmusic could keep an eye on that figure as a potential benchmark.

Structuring the ROCmusic Collaborative

As the member organizations built ROCmusic, they each played to their strengths when contributing resources. For example, all member organizations with the exception of the City of Rochester committed to supplying ROCmusic with college-age music students and faculty members as instructor candidates.

These music institutions also have the opportunity to provide guest performers and masterclasses. Besides teaching personnel, one of the program's other essential ingredients was a venue. The partnering organizations were committed to operating out of neighborhood communities, but did not want to be limited to a single school building for instance. Luckily, Luis Burgos, the Commissioner of the Department of Recreation and Youth Services and a representative in the ROCmusic Collaborative, was able to offer the David F. Gantt Recreation Center. The Gantt Center was scheduled for renovations in 2012, and member organizations wisely guided the changes to best fit a community music program. The City of Rochester did not just contribute a venue, but also allocated part of its community block grant to contribute cash towards the salary of a ROCmusic director position and cover other program expenses.

A Memorandum of Understanding written by the ROCmusic Collaborative in 2013 (**Appendix 1**) formalized the commitments of the partners. Each member organization was expected to "serve as a Lead Agency for ROCmusic grant applications and awards and provide financial management as able/appropriate." The Eastman School of Music started out managing the majority of ROCmusic's finances, while the Hochstein School found it could best contribute by managing contracts, payroll, benefits, background checks, and other legal aspects of hiring instructors. Eastman also submitted grant applications as proxy for ROCmusic since the latter was not a 501(c)(3) organization. Due to their municipal status, the City of Rochester and the RCSD were not able to apply for many grants for ROCmusic; Hochstein therefore was best suited to seeking grants and quickly secured a Rochester-based Max

A Memorandum of Understanding from 2013 formalized the commitments among the ROCmusic Collaborative partners.

and Marian Farash Charitable Foundation Grant. The Farash Foundation grant provided \$100,000 per year for the first three years of ROCmusic's existence. The grant dollars covered the direct operating costs of the music program including all paid staff, the ROCmusic director, instructors, instruments, materials, and supplies. In the fourth year, the Farash Foundation grant provided \$90,000 at which point, the ROCmusic Collaborative pursued alternative sources of funding.

Fine arts communities are becoming increasingly aware that their lack of diversity acts as a barrier to communities of color. This representation gap remains a challenge for the Rochester community as a whole, even beyond the field of music. In an effort towards remedying this problem, the Gateways Music Festival, which supports professional classical musicians of African descent and is already partnered with the Eastman School of Music, joined the ROCmusic Collaborative in 2016. Its membership from around the world convenes for performances and workshops in Rochester for one week each summer, bringing attention to the social dimension of music-making and the triumph of underrepresented musicians in action. Gateways musicians not only give concerts in traditional halls but also embed in communities through performances in places of worship, schools, senior living centers, and the city's homeless shelters. While most musicians of the Gateways Festival depart Rochester after the week stint, students of ROCmusic look forward to their visit each year.

When the ROCmusic Collaborative partners joined forces, they envisioned that the ROCmusic program would become a 501(c)(3) organization with a governing board consisting of the CEOs from each member organization. While the City of Rochester and its school district are dedicated members of the Collaborative, they would have restrictions on the alliances they could forge as municipal entities. Seeing this imbalance in the member organizations, Rossi met with the University of Rochester Office of Legal Counsel, which advised that achieving 501(c)

(3) nonprofit status was not wise for ROCmusic. Daniele Lyman-Torres, Commissioner for Rochester's Department of Recreation and Human Services since 2018, affirms that the expectations of running a nonprofit would take away from the director's ability to implement curriculum and focus on artistic design. Others believe that the participatory role of each member organization stands a better chance in the collaborative arrangement. The fact that ROCmusic is supported by the Collaborative may make it more attractive to grantors and help it garner support from the local community.

Other actions have been taken to ensure the viability of ROCmusic. In May 2013, the member organizations of the ROCmusic Collaborative drafted the aforementioned Memorandum of Understanding for the organization. This allowed the partners to state formally that each organization would contribute to the ROCmusic program. As expected, the City of Rochester and the RCSD were not able to sign an MOU, not just because of their municipal status. The MOU lacked key legal language and was structured over five years, too long for the City's volatile year-to-year funding. The MOU would likely require City Council approval, which could open it up to scrutiny and delay.

Leading ROCmusic

The first director of ROCmusic was Patricia Gingras, a Ph.D. student in Music Teaching and Learning at the Eastman School of Music. She alerted families to ROCmusic by leaving flyers about the program door to door in city neighborhoods. During Gingras's tenure, ROCmusic provided students with snacks and dinner three times per week in exchange for free or full-scholarship lessons and a promise to remain enrolled in their regular school music program. ROCmusic continues to operate in a way that enhances, rather than competes with, existing school music programs and those offered through the Hochstein School and the Eastman Community Music School. When Gingras left for an academic position in 2013, another Eastman

student stepped in, Alexander Peña. A Master's degree student specializing in conducting and viola, Peña spent five years as the head of ROCmusic, growing the program substantially from 40 to 100 students.

Acting almost like a board of directors, the ROCmusic Collaborative took control of the search for a new Artistic and Executive Director when Peña left the program in 2018. Meantime, the member organizations set their sights on opening two new recreation center locations with that hope of growing ROCmusic

The job description for ROCmusic's next Artistic and Executive Director reflected the Collaborative's high expectations.

to 130 students. The Hochstein School, largely in charge of personnel and hiring, developed the job description and supervised the search for a candidate. The responsibilities, which included developing curriculum and conducting the ROCmusic "All-Stars" (the organization's performance group), required strong musical

and pedagogical prowess. The job description also included the expectation to expand ROCmusic into new locations, offer new instrument groups and/or musical genres, and implement a strategic vision for ROCmusic in coordination with members organizations of the Collaborative. On top of these deliverables, the director would have to promote ROCmusic throughout the Rochester area with efforts in marketing, branding, social media, web presence, and public speaking engagements. The new hire would further advocate for community arts education on a local and national level. While the member organizations were obligated to help with many of these responsibilities under the initial 2013 MOU, it still a tall order for ROCmusic's new Artistic and Executive Director.

Ultimately, Armand Hall was selected as the next leader of ROCmusic. Hall had credentials as both an educator and performer, earning his Bachelor's and Master's

degrees in music education from the University of Michigan and a Doctorate of Musical Arts in wind conducting from Michigan State University. He had worked in El Sistema USA member programs across the country as a teaching artist and was serving as the Chair and Executive Committee Chair of El Sistema USA. When he settled into his new position, Hall got to work developing a strategic vision for the program and planning a curriculum for student learning.

A Vision for ROCmusic

With guidance from United Way of Greater Rochester former CEO and President Peter Carpino, Hall crafted language for ROCmusic's mission and vision Statements:

- **Mission:** The mission of the ROCmusic Collaborative is to leverage the collective resources of major music-based organizations and educational institutions to provide high-quality music education and performance experiences to youth living in the City of Rochester through year-long, community-based programming and related activities.
- **Vision:** The vision of the ROCmusic Collaborative is to make a positive impact on students and communities in all four quadrants of the City of Rochester through the development of musicianship, leadership skills, and the active engagement in instrumental music making.

Hall emphasizes the concept of "neighborhood-based" programming, which means that all instruction and other program activities should take place in community spaces and not apart from them. He articulates his strategy for achieving this vision as "form[ing] partnerships with community-based organizations and faith communities for the purpose of building trust, gaining resident input, and increasing student participation and parent engagement." These partnerships involving performances in non-traditional

spaces provide avenues for parents to engage with their children and for other adult- and peer-mentoring bonds to form. With key relationships in place, the program can then offer opportunities for children and their families to engage more fully with their neighborhood and community.

In order to keep ROCmusic “neighborhood-based” while also serving all Rochester students with the most need, Hall seeks ways to expand ROCmusic to reach more areas of the city. His vision for expansion includes opening locations in all quadrants of the City of Rochester and then developing satellite locations to increase community involvement. He also plans to provide access to larger musical and cultural institutions in Rochester. The ambitious expansion goal he has set for ROCmusic is to increase enrollment by at least 25 percent each year. Hall is making every effort to identify the resources required to reach this number of students. One of the areas that can help him meet this expansion goal is fundraising. In order to afford expansion and defray regular expenses such as instruments and transportation, Hall aims to engage current and potential donors and supporters through an evidence-based “case for support” that demonstrates the proven benefits of music education on students’ success in school and in life and gives potential donors a compelling reason to consider investing in the program.

Armand Hall knows that community engagement is built at the local level and cannot be dictated from the outside or from higher-ups. As it relates to instruction in the ROCmusic program, he emphasizes that it should be “resident-informed”: residents must decide what they want to learn. In order to achieve a “resident-informed” curriculum, he plans to solicit participant input and incorporate it into the development and expansion of the program. He is even supportive of a resident representative

Armand Hall emphasizes that community engagement should be “resident-informed.”

potentially joining the ROCmusic Collaborative, on equal footing with the other members. According to the 2013 Memorandum of Understanding, additional ROCmusic Collaborative members may be invited to participate with a majority vote. In just two years at ROCmusic, Hall has implemented a curriculum at ROCmusic that is developmentally appropriate, inspiring, and driven by its constituents. To show the efficacy of the program, he also has become engaged in a longitudinal evaluation of the operation that will make the benefits of learning music visible for young people and the communities in which they live. Under Hall, the instruction at ROCmusic is not limited to music alone. Hall has insisted on offering courses that include leadership, responsibility, entrepreneurship, and life skills.

In search of a positive impact on students and communities according to ROCmusic’s vision, Hall is looking beyond even the program that he was charged with leading. He is thinking that the ROCmusic program—with support from the Collaborative—could become a replicable model for afterschool and summer music education programs in other cities around the United States. The various “members” of a Collaborative would seem to be in place for similar alliances outside of Rochester. Almost every mid-to-large size city has a community music school, a regional orchestra, and a university or college that could work with a local government and school district. With willing entities, ROCmusic could circulate news of its model and inspire more community music making in other cities.

The Director as City Employee

Daniele Lyman-Torres was appointed Commissioner for Recreation and Human Services in 2018. Among the ideas she had when taking office was to “anchor” ROCmusic within the city budget. To that point,

the City of Rochester had been contributing to the program as a partner; this included funding for the director position, a vehicle, recreation centers, and some part-time staff. City governments tend to cycle through funding different programs every four to five years. To secure sustainable city support for ROCmusic, Lyman-Torres formally made ROCmusic a City of Rochester Program in 2019 and placed Armand Hall on its payroll instead of on the Hochstein School's books. The commissioner wanted not only to give the

program a "home" but also to provide Hall with the financial security to focus on the program's mission, vision, and curriculum rather than directing his energy towards grant writing. While ROCmusic is now classified as an official city program, Lyman-Torres explains that this arrangement does not negate or supersede

the collaborative entities that oversee the program; almost all city programs within the Department of Recreation and Human Services involve collaboration with local organizations. In the current arrangement, the Hochstein School is still able to act as a fiscal sponsor for grant writing. It can also continue to handle the legal aspects of hiring instructors and take responsibility for all of the ROCmusic's revenue and expenses in its annual audit report and 990 IRS filing.

Armand Hall still attends to the responsibilities laid out in his job description, but these expectations are no longer formally evaluated by the members of the ROCmusic Collaborative. The Artistic and Executive Director is employed by the city as the ROCmusic Program Coordinator and reports to Commissioner Lyman-Torres; he also may be called to work on projects outside of ROCmusic. Rock the ROC, for example, is a programming idea from the city, which

Hall has incorporated into ROCmusic as a curricular track centered on rhythm section (guitar, bass, keyboard, etc.). The city has further encouraged Hall to expand ROCmusic beyond its roots in elite classical music by providing resources for a digital studio and bucket drum ensemble among other new course offerings. ROCmusic has the city's full support to open satellites in local recreation centers to serve students who still experience transportation difficulties at the current three sites. (See **Appendix 2** for the regular ROCmusic schedule.)

Challenges

Currently, the ROCmusic Collaborative faces two main challenges: the lack of specific financial commitments in writing from the individual partners and the inequality of decision-making powers among these organizations. Margaret Quackenbush notes that part of ROCmusic's success has come from the sheer will of the individual arts leaders to sustain the arrangement on behalf of their organizations. The initial 2013 MOU, in fact, assumed the commitment of each member organization, but does not specify how much cash or in-kind support each entity must provide annually. Without firm pledges of support in writing from each partner, the Collaboration risks falling short on funding due to varying commitment of future member organization leaders. The RCSD, for example, has had three different executive directors for visual and performing arts since the program began, each with differing levels of commitment to ROCmusic. At one point during a transition between two directors, they fell behind schedule. The city then prohibited the director from spending time on ROCmusic to make up for the lost time. While the member organizations appear unlikely to leave ROCmusic as collaborative entities, Commissioner Lyman-Torres encourages these member organizations to specify what they are willing to contribute independent of their executive leadership.

Unstated financial commitments have led to some problems in power and decision making within the

The Artistic and Executive Director is now employed by the City of Rochester and reports to the Commissioner of the Department of Recreation and Human Services.

Collaborative. This manifests, for example, in the oversight of the director position: there is currently no procedure within the ROCmusic Collaborative as a whole to evaluate the director's performance. The 2013 MOU, written before the City of Rochester hired Hall as an employee, solidifies each organization's equitable rights to hire, fire, and evaluate the director. When Hall began his position, these equitable rights were technically subverted, but with the benefit of securing consistent funding for his position. While the Artistic and Executive Director fulfills his job responsibilities, he now answers to the City of Rochester in terms of performance. Although no one has expressed any discontent with the work that Hall is doing, the oversight by only one of the Collaborative members does not concord with the partners' initial vision to have equal decision-making power.

With the help of Sonia James-Wilson (a Gateways Music Festival Board Member), Armand Hall drafted another Memorandum of Understanding in 2019 (**Appendix 3**). It expanded on the document from six years earlier, which was ratified by the ROCmusic Collaborative in order to resolve these fundamental challenges to the program. Unlike the initial MOU, the second one specifies a \$1,000 baseline contribution of cash or in-kind support from the member organizations of the Collaborative. Each member

organization would also commit to applying for at least one grant per year that would directly benefit ROCmusic. In Section 9 of the second MOU, Hall acknowledges the City's role as his employer, noting that the director is "an employee of the Collaborative member organization through which her/his annual salary is paid. However, the Artistic and Executive Director's job responsibilities cannot be augmented or

reduced without the input and agreement of the other ROCmusic Collaborative members, all of whom have an equal vote. Further, the Artistic and Executive Director shall only be terminated, with cause, by a unanimous vote of all ROCmusic Collaborative members." This section represents Hall's vision for how the ROCmusic Collaborative could retain their rights to evaluate the director while still recognizing that he is technically employed by the City. ROCmusic would remain a city program, not an independent organizational entity.

The second MOU is unsigned at present. The City of Rochester feels it may carry the burden among the member organizations if the City provides Hall's salary, staff, and venues –far above the annual \$1,000 others would contribute. Similar to the case of the 2013 MOU, Lyman-Torres adds that the City Council would need

A second MOU specifies a baseline contribution of cash or in-kind support from the member organizations of the ROCmusic Collaborative and requires each member organization to apply for at least one grant annually that would directly benefit the program.

to approve any promise of the full amount of City funds. The Council would moreover require key legal language that is currently absent from the MOU. The timeframe of five years proposed in the MOU is also unsustainable for the city given the volatility of funding. Overall, it is unclear whether each member organization should have equal decision-making authority going forward based on these disproportionate commitments. Lyman-Torres explains the City's position as employer of the director: "We would not give up our rights when it comes to the appointment and

management of an employee as listed in section 9." Other members of the ROCmusic Collaborative may however need to give up their rights to hiring and firing the director if they want to continue benefiting from the magnanimous support of the City.

Armand Hall often refers to the pool of resources from among the partners as "the pie." Keeping in mind the resources that each partner has to offer including

expertise and “in-kind” contributions, how should “the pie” be divided in a new MOU that could anchor the contributions of each institution? How could an MOU solve some of the challenges that ROCmusic is experiencing while allaying the current concerns that the City of Rochester and RCSD have about the second MOU? Should anything be added that is not there? How can Hall resolve the conflict

of wanting to solidify each organization’s contributions while still satisfying the needs of the City of Rochester in this successful community-based music education program?

APPENDIX 1

MEMORANDUM OF UNDERSTANDING

Among

CITY OF ROCHESTER
 &
EASTMAN COMMUNITY MUSIC SCHOOL
 &
EASTMAN SCHOOL OF MUSIC
 &
HOCHSTEIN SCHOOL OF MUSIC & DANCE
 &
ROCHESTER CITY SCHOOL DISTRICT
 &
ROCHESTER PHILHARMONIC ORCHESTRA

1. Purpose of Agreement

This Memorandum of Understanding documents an agreement among the City of Rochester, the Eastman School of Music, Eastman Community Music School, Hochstein School of Music & Dance, Rochester City School District; and the Rochester Philharmonic Orchestra. The purpose of this understanding is to formalize a mutually beneficial partnership in order to design, develop, implement and evaluate an after-school, instructional music program for children in the City of Rochester. The *RocMusic* Partnership, heretofore known as “the Partnership”, officially began collaboration in October of 2011.

2. Scope of Program, Goals and Outcomes

All partners shall use reasonable efforts to facilitate the scope of work described in this program outline and in funding proposals. No individual partner makes any warranties or representations with respect to its ability to accomplish the scope of work described in said proposal. The *RocMusic* Program will implement a sustained, sequential, tuition-free, after-school and summer general music and instrumental instruction program for low-income children ages 5 through 18 who reside in the City of Rochester as funding allows. The program is designed to create a safe, respectful, and drug-free environment and to promote pro-social skills and healthy childhood development in youth. The *RocMusic* Program, hereafter known as “the Program,” focuses activities, curricula, and services as follows:

- Sustained, sequential, year-long general music instruction for children ages 5 to 8;
- Sustained, sequential, year-long instrumental music instruction for children ages 9 to 18;
- A summer program that encourages continued instruction and ongoing learning;
- Parental engagement.

The outcome of the *RocMusic* Program is to instill a lifelong love of learning and academic success among Rochester’s children through the experience of making music.

The goals of the program are to:

- Support music instruction programs in the Rochester City School District promoting the involvement of *RocMusic* students in their school-based music programs and by making visible the benefits/positive outcomes achieved by students engaged in learning in the arts;

- Develop music performance and appreciation skills among *RocMusic* students;
- Engage families of students and neighborhood community by offering performances given by students, at the community center and in various neighborhood/community venues;
- Develop music skills of *RocMusic* students leading to their participation in other opportunities available to youth in our area, such as ensemble programs at the Hochstein School, Eastman Community Music School, Rochester Philharmonic Youth Orchestra, etc.;
- To establish a strong community partnership that has the capacity to sustain and replicate proposed activities.

3. Lead Agencies

The original, founding organizations comprise the “official *RocMusic* partnership,” the City of Rochester, the Eastman School of Music, Eastman Community Music School, The Hochstein School of Music & Dance, Rochester City School District; and the Rochester Philharmonic Orchestra. Each partner has equal and equitable representation within the collaboration in terms of voting rights with regard to vision, mission, leadership, partner membership, annual priorities, strategic direction, staffing and hiring decisions, financing and dissolution. For purposes of funding and grant submission, any one of the official partner agencies, or a consortium of two or more, may serve as “Lead Agency” and agree to do so as necessary to secure support and funding.

4. Partner Selection

The signatures of the authorized representatives below demonstrate their agency’s commitment to implement, manage and develop the *RocMusic* Program. The official *RocMusic* partners self-selected to serve on the collaborative at the request of the Eastman School of Music. New lead agencies may be invited to participate with a majority vote (including absentee ballots.)

5. Financial Structure & Funding

By executing this Memorandum of Understanding, the City of Rochester, the Eastman School of Music, Eastman Community Music School, Hochstein School of Music & Dance, Rochester City School District; and the Rochester Philharmonic Orchestra commit to participate in the development of and the signing of a Memorandum of Agreement for each funding activity.

The grant-based Memorandums of Agreement will specify, with regard to each required agency: description of each partner’s financial responsibility for the support that it will provide along with the conditions and terms of responsibility for those services, including the quality, accountability, and coordination of services as they relate to achieving the goals, objectives, and outcomes of the program.

6. Period of Understanding

This Memorandum of Understanding is effective for period of five years (July 1, 2013 through June 30, 2018).

7. Termination

Any party may terminate this Understanding at any time upon the receipt of (60) days written notice to the other parties. If a Partner is serving as a Lead Agency for a grant, the Lead Agency agrees to

commit to the end of the funding period and process all necessary funding documentation. All costs associated with termination shall be allowable including non-cancelable commitments incurred prior to receipt of termination notice. Partners may agree with a unanimous vote to restructure or dissolve the Partnership. Upon dissolution, each Partner may reclaim any unused funds and/or items purchased via or donated to the Program.

8. Confidentiality

One Partner may disclose confidential information to another in connection with the Program. The recipient of such information will use it only for this Program and will protect the information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as the recipient uses to protect its own confidential information of like nature.

The obligation to keep information confidential will only extend to confidential information that (a) is marked as confidential at the time of disclosure or (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure. All Partners agree to keep “Program related” information confidential for a period of five years following the termination of the Program.

9. Partnership Management Team & Decision-making

Each Partnership member agrees to the following statements of support in committing to the facilitation and implementation of the program per sustainable funding. Revisions to the Statements of Support may be made at any time upon the receipt of (60) days written notice to the other parties. The City of Rochester, the Eastman School of Music, Eastman Community Music School, Hochstein School of Music & Dance, Rochester City School District; and the Rochester Philharmonic Orchestra agree that no agency shall act independent of the whole as it relates to the current mission or operations or the future mission and operations of the Program. Each year the Partnership will have the opportunity to re-affirm or alter the strategic priorities of the Program.

Statement of Support from Individual Partners: The City of Rochester

Luis Burgos, Commissioner of the Department of Recreation & Youth Services

1. Identify a senior representative who has decision-making capabilities to serve as an official representative to the *RocMusic* Partnership Management Team and to actively participate in the support and coordination of the program through membership on the collaborative;
2. Collaborate with *RocMusic* partners in developing policies and procedures to ensure a strong infrastructure that supports, enhances, and sustains the initiative, and its services;
3. Collaborate with *RocMusic* partners in the planning, development, and implementation of programs and services;
4. Participate actively in funding strategies, provide in-kind match as able/necessary;
5. Serve as a Lead Agency for *RocMusic* grant applications and awards and provide financial management as able/appropriate;
6. Collaborate with *RocMusic* partners to hire, supervise, and support the program director and all staff and service coordination contracts;
7. Collaborate with *RocMusic* partners to oversee the fiscal management and accountability of the program;
8. Collaborate with *RocMusic* partners to actively collect data necessary for evaluation of the program and any necessary reporting;
9. Actively promote the *RocMusic* program;
10. Assist in the review of all evaluations of activities and any subsequent modification of activities needed for continuous improvement;
11. Assist with recruitment of students and teachers;
12. Provide performance venues as needed;
13. Encourage continued development of linkages and referrals between youth and each respective organization;
14. Provide outreach and education opportunities to participating youth;
15. Provide guest performers and/or master-classes as able/appropriate;
16. Provide space(s) in city owned and operated community centers, as agreed to by the City of Rochester and the *RocMusic* partners.
17. Provide a shared, secondary office space to the Program Director;
18. Provide clerical/administrative support for the *RocMusic* Program Director, as specified in grant funding.

Statement of Support from Individual Partners: The Eastman School of Music

Jamal J. Rossi, Executive Associate Dean

1. Identify a senior representative who has decision-making capabilities to serve as an official representative to the *RocMusic* Partnership Management Team and to actively participate in the support and coordination of the program through membership on the collaborative;
2. Collaborate with *RocMusic* partners in developing policies and procedures to ensure a strong infrastructure that supports, enhances, and sustains the initiative, and its services;
3. Collaborate with *RocMusic* partners in the planning, development, and implementation of programs and services;
4. Participate actively in funding strategies, provide in-kind match as able/necessary;
5. Serve as a Lead Agency for *RocMusic* grant applications and awards and provide financial management as able/appropriate;
6. Collaborate with *RocMusic* partners to hire, supervise, and support the program director and all staff and service coordination contracts;
7. Collaborate with *RocMusic* partners to oversee the fiscal management and accountability of the program;
8. Collaborate with *RocMusic* partners to actively collect data necessary for evaluation of the program and any necessary reporting;
9. Actively promote the *RocMusic* program;
10. Assist in the review of all evaluations of activities and any subsequent modification of activities needed for continuous improvement;
11. Assist with recruitment of students and teachers;
12. Provide performance venues as able/appropriate;
13. Provide opportunities for collaboration with college-age music students and faculty members;
14. Encourage continued development of linkages and referrals between youth and each respective organization;
15. Provide outreach and education opportunities to participating youth;
16. Provide guest performers and/or master-classes as able/appropriate;
17. Provide a shared, secondary office space to the Program Director;
18. Provide clerical/administrative support for the *RocMusic* Program Director, as appropriate/able.

Statement of Support from Individual Partners: Eastman Community School of Music

Howard Potter, Director

1. Identify a senior representative who has decision-making capabilities to serve as an official representative to the *RocMusic* Partnership Management Team and to actively participate in the support and coordination of the program through membership on the collaborative;
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4. Participate actively in funding strategies, provide in-kind match as able/necessary;
5. Serve as a Lead Agency for *RocMusic* grant applications and awards and provide financial management as able/appropriate;
6. Collaborate with *RocMusic* partners to hire, supervise, and support the program director and all staff and service coordination contracts;
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13. Provide opportunities for collaboration with college-age music students and faculty members;
14. Encourage continued development of linkages and referrals between youth and each respective organization;
15. Provide outreach and education opportunities to participating youth;
16. Provide guest performers and/or master-classes as able/appropriate;
17. Provide a shared, secondary office space to the Program Director;
18. Provide clerical/administrative support for the *RocMusic* Program Director, as appropriate/able.

Statement of Support from Individual Partners: Hochstein School of Music & Dance

Margaret Quackenbush, President & Executive Director

1. Identify a senior representative who has decision-making capabilities to serve as an official representative to the *RocMusic* Partnership Management Team and to actively participate in the support and coordination of the program through membership on the collaborative;
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9. Actively promote the *RocMusic* program;
10. Assist in the review of all evaluations of activities and any subsequent modification of activities needed for continuous improvement;
11. Assist with recruitment of students and teachers;
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13. Provide opportunities for collaboration with college-age music students and faculty members;
14. Encourage continued development of linkages and referrals between youth and each respective organization;
15. Provide outreach and education opportunities to participating youth;
16. Provide guest performers and/or master-classes as able/appropriate;
17. Provide a shared, secondary office space to the Program Director;
18. Provide clerical/administrative support for the *RocMusic* Program Director, as specified in grant funding.

Statement of Support from Individual Partners: Rochester City School District

Bolgen Vargas, Superintendent

1. Identify a senior representative who has decision-making capabilities to serve as an official representative to the *RocMusic* Partnership Management Team and to actively participate in the support and coordination of the program through membership on the collaborative;
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13. Provide opportunities for collaboration with college-age music students and faculty members;
14. Encourage continued development of linkages and referrals between youth and each respective organization;
15. Provide outreach and education opportunities to participating youth;
16. Provide guest performers and/or master-classes as able/appropriate;
19. Provide a shared, secondary office space to the Program Director;
20. Provide clerical/administrative support for the *RocMusic* Program Director, as appropriate/able.

Statement of Support from Individual Partners: Rochester Philharmonic Orchestra

Charles Owens, President and CEO

1. Identify a senior representative who has decision-making capabilities to serve as an official representative to the *RocMusic* Partnership Management Team and to actively participate in the support and coordination of the program through membership on the collaborative;
2. Collaborate with *RocMusic* partners in developing policies and procedures to ensure a strong infrastructure that supports, enhances, and sustains the initiative, and its services;
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15. Provide outreach and education opportunities to participating youth;
16. Provide guest performers and/or master-classes as able/appropriate;
17. Provide a shared, secondary office space to the Program Director;
18. Provide clerical/administrative support for the *RocMusic* Program Director, as specified in grant funding.

APPENDIX 2

ROCmusic Weekly Program Schedule

Readiness Strings

Gantt - 4:00 - 6:00 PM (Monday and Friday)

Edgerton 4:00 - 6:00 PM (Tuesday and Thursday)

Electives 4:00 - 6:00 PM (Wednesday) @ Gantt (transport all Edgerton Students to Gantt)

Studio Strings (Used to be two levels: Concertino and Orchestra)

Gantt - 4:00 - 6:00 PM (Monday and Friday)

Edgerton 4:00 - 6:00 PM (Tuesday and Thursday)

Electives 4:00 - 6:00 PM (Wednesday) @ Gantt (transport all Edgerton Students to Gantt)

Brass (Started Jan 2019) @ Douglass R-Center

(Monday, Tuesday, Thursday, Friday) - 4:00 - 5:30 PM

Choir

All City Gospel Choir (Monday) - 6:30 - 7:30 PM

APPENDIX 3

ROCMusic Collaborative - Memorandum of Understanding (Revised 2019) Dr. Sonia James-Wilson and Dr. Armand Hall

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF ROCHESTER

AND

EASTMAN COMMUNITY MUSIC SCHOOL

AND

EASTMAN SCHOOL OF MUSIC

AND

GATEWAYS MUSIC FESTIVAL

AND

HOCHSTEIN SCHOOL OF MUSIC & DANCE

AND

ROCHESTER CITY SCHOOL DISTRICT

AND

ROCHESTER PHILHARMONIC ORCHESTRA

1. **PARTIES.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between members of the *ROCMusic Collaborative* (hereinafter referred to as “the *Collaborative*”) including the following parties: the City of Rochester, Eastman Community Music School, Eastman School of Music (University of Rochester), Gateways Music Festival, Hochstein School of Music & Dance, Rochester City School District, and the Rochester Philharmonic Orchestra (hereinafter referred to as “*ROCMusic Collaborative* member organizations”).

2. **PURPOSE.** The purpose of this MOU is to establish the terms and conditions by which the *ROCMusic Collaborative* shall meet, function, and be governed. The signing of this MOU does not constitute a legally binding agreement, but instead implies that all signatories will strive to reach, to the best of their ability, the stated objectives.

3. **TERMS.** This MOU is at-will and effective for a period of five years from the day and date last signed and executed by the duly authorized representatives of the *ROCMusic Collaborative* member organizations (hereinafter referred to as “member representatives”). It shall be reviewed on an annual basis for the purpose of making necessary revisions, and modified by mutual consent of all *ROCMusic Collaborative* member organizations.

4. BACKGROUND. The *ROCMusic Collaborative* was initiated in October 2012, by Dr. Jamal J. Rossi, then Dean of the Eastman School of Music. Founding members of the Collaborative include the City of Rochester, Eastman School of Music (University of Rochester), Eastman Community Music School, Hochstein School of Music & Dance, Rochester City School District, and the Rochester Philharmonic Orchestra. Gateways Music Festival joined the *Collaborative*, after a unanimous decision, in July 2016. Additional *ROCMusic Collaborative* members may be invited to participate with a majority vote (including absentee ballots).

5. MISSION. The mission of the *ROCMusic Collaborative* is to leverage the collective resources of major music-based organizations and educational institutions to provide high-quality music education and performance experiences to youth living in the City of Rochester through year-long, community-based programming and related activities.

6. VISION. The vision of the *ROCMusic Collaborative* is to make a positive impact on students and communities in all four quadrants of the City of Rochester through the development of musicianship, leadership skills, and the active engagement in instrumental music making.

7. GOALS. The goals of the *ROCMusic Collaborative* are fourfold. The primary objective is to increase performance skills and appreciation for instrumental music through high-quality music instruction that is developmentally appropriate, responsive to students' needs and interests, and inspires a love for instrumental music. With the active engagement and support of Rochester's premiere music organizations, *ROCMusic* is well placed to become a model for afterschool and summer music education programs in other cities, hence replication beyond Rochester is also an aspiration of the *Collective*. Until then, the intention is to expand programming to all four quadrants of the City of Rochester, thereby increasing the number of eligible students able to participate. Becoming engaged in robust, longitudinal program evaluation that will make visible the benefits of learning through the arts for young people and the communities in which they live which is the *Collaborative's* fourth goal.

8. PROGRAM DESCRIPTION. *ROCMusic* (hereinafter referred to as "the *ROCMusic* program") is an arts education program where students learn to play the violin, viola, cello, bass, trumpet or trombone, and to perform as part of an ensemble. The curriculum includes small group music instruction and individual lessons. Choir is offered to help students develop aural skills, and percussion classes enhance their ability to distinguish and produce rhythms. Advancing students also have the opportunity to perform at various neighborhood venues in part as a way to engage families in the experience of music making. Student leadership is fostered throughout various program activities in ways that build confidence, stage presence, cultivate student voice, and encourage respect, responsibility and collaboration.

The *ROCMusic* program takes place at three City of Rochester Recreation Centers and consists of two components which operate at different times during the year. Between September and June, students study general musicianship and receive instrumental music instruction three

afternoons a week for two hours on each day. Over the course of two weeks in August, summer programming is offered from Monday to Friday for three hours a day when students are taught instrumental technique and collective composition. Opportunities to perform and attend performances are made available to *ROCMusic* students throughout the entire calendar year.

ROCMusic is inspired by El Sistema, a free, classical music program for youth living in highly impoverished communities in Venezuela, South America. Like El Sistema, *ROCMusic* provides instruments, materials, lessons and field trips free of charge. *ROCMusic* students, however, are drawn from families with various cultural and socio-economic backgrounds. Youth in grades 1 to 12 who reside within the City of Rochester are eligible to join, including those who are home-schooled, or attend public, charter, or private schools. *ROCMusic* instructors are teaching artists, college music students, professional music educators and performers. High school students, including a few who participate in *ROCMusic*, serve as assistants and peer mentors, and are positive role models for the younger students in the program.

All *ROCMusic* students are required to participate in the music programs available in their schools, and urged to take advantage of as many music making experiences as possible. In addition to *ROCMusic*, several students participate in ensemble programs offered through *Collaborative* member organizations including the Rochester Philharmonic Orchestra, the Hochstein School of Music & Dance, and Eastman Community Music School.

9. DECISION-MAKING. All *ROCMusic Collaborative* member organizations shall have equal and equitable representation in terms of voting rights with regard to the vision, mission, financial management, membership, annual priorities, strategic direction, and the dissolution of the *Collaborative*. No *Collaborative* member organization representative shall act independent of the whole as it relates to the operations of the *ROCMusic* program or the hiring, job responsibilities, management or termination of the Artistic and Executive Director. Doing so may result in dismissal from the *Collaborative* upon a unanimous vote of other members.

As *ROCMusic* is a program, and not an organizational entity, it is understood that the Artistic and Executive Director is, for all intents and purposes, an employee of the *Collaborative* member organization through which her/his annual salary is paid. However, the Artistic and Executive Director's job responsibilities cannot be augmented or reduced without the input and agreement of the other *ROCMusic Collaborative* members, all of whom have an equal vote. Further, the Artistic and Executive Director shall only be terminated, with cause, by a unanimous vote of all *ROCMusic Collaborative* members.

10. FINANCIAL COMMITMENT. All *Collaborative* member organizations shall make reasonable efforts to facilitate the scope of work described in this MOU and in any funding proposals. Each *Collaborative* member shall participate in mandatory cash, in-kind or grant funded contributions equal to the value of at least \$1,000 annually in order to help finance *ROCMusic* programming and to achieve the mission of the *ROCMusic Collaborative*.

- 10.1. **Cash contributions** may include the payment of salaries and space rental fees, the funding of specific budget line items, and funding acquired through donor gifts,
- 10.2. **In-kind contributions** may include access to facilities, material goods and supplies, and the cash value of staff time allocated towards the work of the *ROCmusic Collaborative* or program, including administrative, accounting and clerical support, or grant administration.
- 10.3. **Grant funding** may include awards from foundations or gifts from donors. All *Collaborative* member organizations shall include *ROCmusic* as a partner or beneficiary in at least one grant application annually. Grants may be sought by an individual *Collaborative* member organization, or a consortium of two or more, who agree to serve as the “Lead Agency” for the grant. In such cases, the *Collaborative* member organization(s) in question must inform the group of their intentions during the initial application stage.

Memorandums of Agreement (hereinafter referred to as “MOA”) shall be set forth when the *Collaborative* is awarded funds for which fiscal stewardship is required. The primary purpose of the MOA is to acknowledge an understanding and acceptance of the scope of work, terms and reporting requirements of the grant, and to share any risk associated with fiscal stewardship. An MOA may be initiated by the *ROCmusic* Artistic and Executive Director or any *Collaborative* member representative, and will require the signatures of each.

11. ROLES AND RESPONSIBILITIES. As a member of the *ROCmusic Collaborative* it is expected that all organizations, and their representatives, actively participate in the support, development and sustainability of both the *Collective* and *ROCmusic* program. The roles and responsibilities to be taken up towards this end include the following:

11.1 Leadership Support:

- 11.1(a) *ROCmusic Collaborative* member representatives shall collaborate to develop the policies and procedures required to maintain an infrastructure that supports, enhances, and sustains both the *Collaborative* and the *ROCmusic* program.
- 11.1(b) *ROCmusic Collaborative* member organizations shall identify a senior staff member with decision-making capabilities to serve as the *ROCmusic Collaborative* member representative on their behalf.

- 11.1(c) Collectively, *ROCMusic Collaborative* member representatives shall hire the Artistic and Executive Director as the result of an unanimous vote.
- 11.1(d) One *ROCMusic Collaborative* member representative shall be tasked to provide supervisory support to the Artistic and Executive Director and shall lead her/his performance evaluation process on an annual basis. The selection of this individual shall be reached by consensus through a process where all *Collaborative* members have an equal vote.
- 1. e In order to take a role in the decision-making process, *ROCMusic Collaborative* member representatives shall attend and actively participate during, regular *ROCMusic* quarterly meetings to be held in the months of January, March, June and September. During the annual March meeting, the *ROCMusic Collaborative* shall have the opportunity to re-affirm or alter the goals, vision, and strategic priorities of both the *Collaborative* and the *ROCMusic* program. Any *Collaborative* member unable to attend these meetings shall be permitted to vote by proxy.

2. Financial Support:

- 11.2(a) As part of their commitment to the *Collaborative*, member organizations will contribute financial, material or human resources valuing at least \$1,000 on an annual basis. These resources, to be provided as cash, in-kind contributions, or received grant funding, will be used to support the operating cost of the *ROCMusic Program* including staffing.
- 11.2(b) The representative(s) from the *ROCMusic Collaborative* member organization(s) who assume responsibility for matters pertaining to facilities and fiscal management shall, with the Artistic and Executive Director, constitute the *ROCMusic* Management Team (hereinafter referred to as the "Management Team"). Members of the *ROCMusic* Management Team shall execute various tasks related space, budgeting and finances, including, but not limited to: securing program and office space, managing the relationship between *ROCMusic* and the management of these facilities, administering personnel contracts, processing payroll for *ROCMusic* employees, making payments for *ROCMusic* operating expenses, and providing periodic financial reports regarding *ROCMusic* revenue and expense. The Management Team shall also respond to request for the disclosure of confidential information.
- 11.2(c) *Collaborative* member organizations shall agree to serve as a "Lead Agency" for the purpose of applying for grants and other financial rewards. All *Collaborative* member organizations shall make an effort to apply for at least one grant per year that will directly benefit the *ROCMusic* program.

3. Operational Support:

- 11.3(a) When available, and upon request, *ROCMusic Collaborative* member organizations shall provide a shared, secondary office space for the Artistic and Executive Director and other *ROCMusic* staff as warranted.
- 11.3(b) When possible, and upon request, *Collaborative* member organizations shall provide clerical support for the *ROCMusic* Artistic and Executive Director, or as specified in the requirements of grant funded initiatives.
- 11.3(c) When possible, *ROCMusic Collaborative* members will provide performance venues as needed.
- 11.3(d) *Collaborative* member organizations with access to properties owned and or operated by the City of Rochester shall advocate on behalf of *ROCMusic* for the use of space in these facilities. Such member organizations include the City of Rochester and the Rochester City School District.

4. Programmatic Support:

- 11.4(a) *ROCMusic Collaborative* member representatives will provide expert advice and feedback to the Artistic and Executive Director in the development of programmatic policies and procedures, and the planning, and development of programs and services.
- 11.4(b) In order to ensure the continuous improvement of the *ROCMusic* program, *Collaborative* member representatives will provide, to the best of their ability, the human, material or financial resources required to execute the program evaluation process.
- 11.4(c) In an effort to increase the awareness and exposure of the *ROCMusic* program across the City of Rochester, *Collaborative* member organizations shall actively promote *ROCMusic* through a variety of means, including, but not limited to student and staff recruitment, and the publicizing of concerts and events.
- 11.4(d) In cases where *ROCMusic Collaborative* member organizations have regular access to college-age music students and music faculty, member representatives will actively seek out, or create, opportunities for interaction between these individuals and *ROCMusic* students. Such member organizations include the Eastman School of Music, Eastman Community School, Gateways Music Festival, and Hochstein School of Music & Dance.

- 11.4(e) In the case of *ROCMusic Collaborative* member organizations that offers ensemble programs for youth, member representative will work to create linkages and referrals between *ROCMusic* students and their respective organizations. Such organizations include the Rochester City School District, Eastman Community School, Gateways Music Festival, Hochstein School of Music & Dance, and the Rochester Philharmonic Orchestra.
- 11.4(f) In the case of *ROCMusic Collaborative* member organizations engaged in staged performances, member representatives will offer opportunities for *ROCMusic* students and teachers to engage with guest performers, participate in master-classes as appropriate, and receive discounted rates on concert tickets. Such organizations include the Rochester City School District, Eastman School of Music, Eastman Community School, Gateways Music Festival, Hochstein School of Music & Dance, and the Rochester Philharmonic Orchestra.

5. Confidentiality

Collaborative member representatives may have access to confidential and proprietary information associated with the *ROCMusic* program. Such confidential information may include business and financial records, educational methods and practices, marketing strategies, and other such information as *ROCMusic Collaborative* members, the *ROCMusic* program Artistic and Executive Director or staff may designate as confidential (hereinafter referred to as “confidential Information”).

Collaborative member representatives shall acknowledge that, in the course of providing leadership or services to the *ROCMusic Collaborative* or program, she/he may obtain confidential information and records, not limited to, information about students, employees, practices and procedures and financial information. The *Collaborative* member representative shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act (“FERPA”), the Individuals with Disabilities Education Act (“IDEA”), the New York State Education Law and the Health Insurance Portability and Accountability Act (“HIPAA”).

Collaborative member representatives shall not disclose to any other person (unless required by law) or use for personal gain any confidential Information at any time during or after the MOU term, unless the *ROCMusic Collaborative* member representative is granted written consent for such disclosure by all members of the *ROCMusic* Management Team. Confidential information will not include information that is in the public domain, unless such information falls into public domain through the *Collaborative* member representative’s unauthorized actions. In addition, *Collaborative* member representatives shall use her/his best efforts to prevent any such disclosure.

The obligation to keep information confidential only extends to confidential information that (a) is marked as confidential at the time of disclosure, or (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure. All *Collaborative* members shall agree to keep program-related information confidential for a period of five years following the termination of the *ROCMusic* program.

12. STATEMENTS OF SUPPORT. In addition to the general roles and responsibilities above, each *Collaborative* member organization shall provide additional assistance specific to their expertise or associated with resources available to them as outlined in their *Statements of Support*. Revisions to the *Statements of Support* may be made at any time upon the receipt of (90) days written notice to the Artistic and Executive Director and other *Collaborative* member organizations (See Appendices for Statements of Support).

13. TERMINATION AND DISSOLUTION. Any *ROCMusic Collaborative* member organization may withdraw from the *Collaborative* at any time upon the receipt of six months written advance notice to the Executive and Artistic Director and the other *Collaborative* member organizations. If a *Collaborative* member organization is serving as a fiscal agent for a grant, that organization must honor its commitment until the end of the funding period as well as process all necessary funding documentation. All costs associated with termination, including non-cancelable commitments, incurred prior to or after receipt of the termination notice will become the responsibility of the parting organization.

Collaborative member organizations may agree, with a unanimous vote, to restructure or dissolve the *ROCMusic Collaborative* with or without the dismantling of the *ROCMusic* program if it is viable, funded and well functioning. In this case, *ROCMusic Collaborative* member organizations shall relinquish any unused funds and/or items purchased or donated for the benefit of the *ROCMusic* program, and permit the program to retain all tangible items required for programmatic operations including musical instruments, and teaching materials.

Alternatively, if the decision to dissolve the *Collaborative* occurs when the *ROCMusic* program is not viable as a result of lack of funding, sub-par programming, ineffective management, or any or other dysfunction, each *Collaborative* member organization may reclaim any unused funds and/or items purchased or donated to *ROCMusic*, and disburse tangible items, such as instruments, per a mutually agreed upon arrangement.

14. GENERAL PROVISIONS.

1. **Amendments.** Any *ROCMusic Collaborative* member organization may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated in writing, and effective when executed and signed by all parties to this MOU.
2. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties. The venue for any proceeding shall be in Monroe County.
3. **Entirety of Agreement.** This MOU, consisting of twelve pages, plus Appendices, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
4. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
5. **Third Part Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU.

[The remainder of this page intentionally left blank.]

17. AUTHORIZATION AND SIGNATURES. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed. The signatures of the authorized organizational representatives signify their organization's commitment to serve as an active member of the *ROCMusic Collaborative*, and to support the sustainability and growth of the *ROCMusic* program. The initial *ROCMusic Collaborative* organizational representatives are as follows:

CITY OF ROCHESTER

30 Church Street
Rochester, NY 14614
(585) 428-5990

Lovely A. Warren, Mayor
City of Rochester

Loretta C. Scott, President
Rochester City Council

EASTMAN COMMUNITY MUSIC SCHOOL

26 Gibbs Street
Rochester, New York 14604
(585) 274-1400

Peter Kodzas, Associate Dean
Community & Continuing Education Eastman Community Music School

Chair
Eastman Community Music School Council

EASTMAN SCHOOL OF MUSIC

26 Gibbs Street Rochester,
New York 14604
(585) 274-1000

Jamal J. Rossi, Dean
Eastman School of Music

President
Eastman School of Music Council

GATEWAYS MUSIC FESTIVAL

26 Gibbs Street
Box 58 Rochester,
New York 14604
(585) 232-6106

Lee Koonce, President and Artistic Director
Gateways Music Festival

James Norman Chair
Gateways Music Festival Board

HOCHSTEIN SCHOOL OF MUSIC & DANCE

50 Plymouth Ave, Rochester, NY 14614
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