

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into this twenty-sixth day of February 2020 by and between the Jefferson County Board of Education, d/b/a Jefferson County Public Schools (“JCPS”), and Spalding University, Inc. (the “Partner”), a Kentucky 501(c)(3) nonprofit corporation, with its principal place of business located at 845 S. Third Street in Louisville, Kentucky, 40203.

WHEREAS, the Spalding University Master of Science in Athletic Training (MSAT) program is the recipient of a 2019-20 National Athletic Trainers’ Association (NATA) Ethnic Diversity Enhancement Grant for the project titled, “DiversAT Club of Louisville.”

The goal of the DiversAT Club of Louisville project is to help inform JCPS high school students from diverse ethnic and racial backgrounds about the health care profession of athletic training. To further this effort, the Spalding Athletic Training (AT) Club and MSAT program faculty and students will develop AT clubs at two JCPS high schools with diverse enrollments. The schools selected to be AT club host sites are the ESL Newcomer Academy and Marion C. Moore School.

JCPS student participants in each high school AT club will learn about the profession of athletic training via scheduled activities, labs, and field trips. Project objectives include the promotion of the athletic training profession among two ethnically diverse JCPS high school populations; the recruitment of ethnically diverse JCPS high school students into Spalding’s annual AT Summer Camp; and growing the interest in the athletic training profession by diverse populations of JCPS high school students.

Additionally, this project will provide Spalding University MSAT students with an opportunity to learn alongside JCPS high school students from ethnically and racially diverse cultures. The use of Likert scale surveys and open-ended questions will determine project outcome measures in both JCPS high school students and Spalding University MSAT students.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and the Partner agree as follows:

1. Duties of JCPS, the ESL Newcomer Academy, and the Marion C. Moore School:

- A. Both the ESL Newcomer Academy and the Marion C. Moore school will each:
 - a. Identify one person who will serve as the school’s coordinator for the DiversAT Club of Louisville project and be responsible for carrying out the following duties at their respective high school:
 - i. Notify, inform, and recruit students from their high school to participate voluntarily in the school’s “DiversAT Club;”
 - ii. Remain present and on-site during times when the project is taking place;
 - iii. Assist the Spalding MSAT program in collecting assent and consent forms;
 - iv. Assist the Spalding MSAT program in collecting questionnaires from students;

- v. Assist the Spalding MSAT program in securing facility space for projects; and
- vi. Assist the Spalding MSAT program with activities and two field trips to:
 - a) Spalding University and b) a Louisville City FC soccer home game.

B. JCPS, the ESL Newcomer Academy, and the Marion C. Moore School shall not charge the Partner for any rent, utility costs, taxes, or insurance for use of the facility space(s), and JCPS shall be responsible for maintaining property and casualty insurance coverage for the facility space(s), which may be provided in whole or in part by a JCPS self-insurance program.

C. The ESL Newcomer Academy and the Marion C. Moore School shall be responsible for providing routine cleaning and janitorial services for the facility space(s).

D. The ESL Newcomer Academy and the Marion C. Moore School will obtain any required written permissions from parents and/or guardians of JCPS students to approve participation in the project.

E. JCPS will assist Spalding University and its employees, students, and invitees with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

2. Duties of the Partner:

A. The Spalding University Master of Science in Athletic Training (MSAT) program will:

- a. Identify one person who will serve as the DiversAT Club Coordinator for the project and will work with each selected JCPS high school to:
 - i. Develop activities and programming related to athletic training for high school students attending the ESL Newcomer Academy and the Marian C. Moore School;
 - ii. Identify dates and times to offer DiversAT Club activities and programming at each selected JCPS high school;
 - iii. Cover fees for transportation to Spalding University and the Louisville City FC soccer home game and cover student ticket costs for the home game;
 - iv. Remain present and on-site when project activities are taking place; and
 - v. Provide assent and consent forms with DiversAT Club information.

B. In consideration of the terms herein, Spalding University shall use JCPS facility space(s) during times agreed upon by the Principal of the ESL Newcomer Academy and the Principal of the Marion C. Moore School to provide educational activities and experiences focusing on the profession of athletic training and sports medicine and for other purposes permitted by this Agreement. The Partner shall not use the facility space(s) for any other purposes, or permit any other organization or individuals to use the facility space(s), without prior written consent of JCPS. The Partner and their employees, students, volunteers, and contractors shall have the right of access over the portions of the ESL Newcomer Academy and the Marion C. Moore properties that are not included within the facility space(s) as shall be necessary for such persons to enter and leave the facility space(s), and shall have the non-exclusive right to

use the parking areas at both properties. For project participation, JCPS, the ESL Newcomer Academy and the Marion C. Moore School students, family and other individuals shall not be charged any fees or costs.

C. Spalding University shall be responsible for providing general and professional liability insurance coverage in the amounts of no less than \$1,000,000/\$3,000,000 (which may be provided in whole or in part through a state or local government self-insurance program) and provide JCPS with certificates of insurance that list JCPS as an additional insured.

D. Spalding University agrees that it shall not damage (excepting normal wear and tear), or substantially alter, the facility space(s).

E. Spalding University will require all employees, students, volunteers, or contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees, students, volunteers, and contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- Any conviction for sex-related offenses;
- Any conviction for offenses against minors;
- Any conviction for felony offenses, except as provided below;
- Any conviction for deadly weapon-related offenses;
- Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
- Any conviction for violent, abusive, threatening or harassment related offenses;
- Other convictions determined by the Superintendent or their designee to bear a reasonable relationship to the ability to perform services under this Agreement.

F. Spalding University shall require all employees, students, volunteers or contractors performing services on JCPS school premises under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter provided by the individual from The Cabinet for Health and Family Services stating there were no findings of substantiated child abuse and neglect in records maintained by the Cabinet for Health and Family Services.

G. Prior to the start of project activities, Spalding University will apply for and gain approval from the JCPS Institutional Review Board or IRB to assure compliance with federal research and human subject requirements. Requests to the IRB may be made using the following link: <https://assessment.jefferson.kyschools.us/drms>.

H. If the performance of this Agreement involves the transfer by JCPS to the Partner of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), the Partner agrees to:

- a. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
- b. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Partner and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
- c. Require all employees, contractors, volunteers, and agents of the Partner to comply with all applicable provisions of FERPA with respect to any such data. The Partner shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
- d. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. The Partner shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this Agreement.
- e. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of the Partner necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by the Partner for the purposes of this Agreement. The Partner will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- g. JCPS retaining the right to audit the Partner's compliance with the confidentiality requirements of this provision.

3. Mutual Duties:

A. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

B. Each party shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity,

gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

4. Term: This Agreement shall be effective commencing as of February 26, 2020 and shall terminate on June 1, 2020. The Agreement may be extended by mutual written agreement of JCPS and Spalding University.

5. Termination: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days' prior written notice to the other party.

6. Amendment: This Agreement may be modified or amended only by a written agreement signed by JCPS and the Partner.

7. Independent Parties: JCPS and the Partner are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

8. Captions: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

9. Entire Agreement: This Agreement contains the entire agreement between JCPS and the Partner concerning this project, and it supersedes any and all prior agreements, either written or oral, regarding the same subject matter.

10. Severability: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

11. Counterparts: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

12. Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Board of Education

Spalding University, Inc.

By: _____

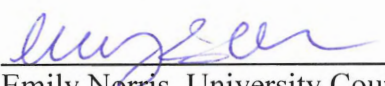
By:  _____

Dr. Marty Pollio, Superintendent

Dr. John Burden, University Provost

Date: _____

Date: 1-22-2020

Reviewed as to
Legality and Form By: 
Emily Norris, University Counsel

Date: 1.27.2020