

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
And  
YMCA of Greater Louisville**

This Memorandum of Understanding (hereinafter "MOU") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and YMCA of Greater Louisville. (hereinafter "YMCA"), a non-profit organization with its principal place of business at 545 South 2<sup>nd</sup> Street, Louisville Kentucky, 40202.

WHEREAS, JCPS received a grant from the Kentucky Department of Education to implement an afterschool academic and enrichment program at Newcomer Academy School (hereinafter "Newcomer"), 21<sup>st</sup> Century Community Learning Center Program (hereinafter "Program").

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOU, JCPS and YMCA agree that they will collaborate on the Program described below.

**I. YMCA agrees to:**

- a) Provide afterschool and summer program activities, such as intramural athletics and character building activities, according to the 21<sup>st</sup> CCLC Program schedule at the Newcomer Academy, upon the return to in-person instruction during the 2020-2021 school year.
- b) Coordinate activities with the 21<sup>st</sup> CCLC program to maximize the number of students participating in afterschool and summer programs, upon the return to in-person instruction during the 2020-2021 school year.
- c) Provide two coach/mentors who will work with the 21<sup>st</sup> CCLC program each day it is in operation during the school year (3 hours per day, four days per week) and summer (32 hours total), upon the return to in-person instruction during the 2020-2021 school year.
- d) Help recruit volunteers for homework help and other 21<sup>st</sup> CCLC program activities, upon the return to in-person instruction during the 2020-2021 school year.
- e) Assign a representative to serve on the 21st CCLC Advisory Council, which

will meet quarterly during the grant period, including during NTI – Non Traditional Instruction.

- f) Review and comment on annual 21st CCLC local evaluation for program improvement.
- g) JCPS will inform PARTNER's staff of training opportunities available through the 21st CCLC program.
- h) All employees, volunteers and contractors (including employees of contractors) of YMCA performing services on JCPS school premises during JCPS school hours under this MOU are required 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 no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- i) No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- j) Prohibit contractors, employees, interns and volunteers under this MOU from performing services under this MOU and from remaining upon the premises of a JCPS facility for any purpose under this MOU if the contractor, employee, intern or volunteer has been convicted of the following:
  - 1. Any conviction for sex-related offenses;
  - 2. Any conviction for offenses against minors;
  - 3. Any conviction for felony offenses except as provided in number 6 below;
  - 4. Any conviction for deadly weapon-related offenses;
  - 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
  - 6. Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
  - 7. Contractors, employees, interns and volunteers under this Agreement

shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

- k) YMCA will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs YMCA.
- l) If the performance of this Agreement involves the transfer by JCPS to YMCA 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"), YMCA agrees to:
  - 1. 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.
  - 2. 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 YMCA 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.
  - 3. Require all employees, contractors, volunteers, and agents of YMCA to comply with all applicable provisions of FERPA with respect to any such data. YMCA shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
  - 4. 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. YMCA shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
  - 5. 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 YMCA 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.

6. 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 YMCA for the purposes of this Agreement. YMCA will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- m) JCPS retains the right to audit YMCA's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to YMCA 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"), YMCA agrees to:
1. 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.
  2. 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 YMCA 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.
  3. Require all employees, contractors, volunteers, and agents of YMCA to comply with all applicable provisions of FERPA with respect to any such data. YMCA shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
  4. 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. YMCA shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
  5. 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 YMCA 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.
  6. 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 YMCA for the purposes of this Agreement. YMCA will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

- n) JCPS retains the right to audit YMCA's compliance with the confidentiality requirements of this provision.
- o) For any Programs, involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS, complies with the federal definition for research which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research and program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- p) YMCA acknowledges that any violation of this MOU and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this MOU pursuant to Article V of this Agreement.
- q) YMCA will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- r) YMCA understands and agrees that the Program may not interfere with the instructional program of JCPS.
- s) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to YMCA. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not available to YMCA.

## **II. Jefferson County Public Schools/Newcomer agrees to:**

- a) Identify students with the greatest need for the Program, which includes those students needing academic and pro-social development.
- b) Participate in regular progress meetings with YMCA staff.
- c) Have participating students and staff prepared for their mentoring and activity sessions at the agreed upon location and time.
- d) Secure written parent/guardian permission for students to participate in the Program.

### III. General Conditions:

- a) Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) All mentoring activities will focus on helping students make positive life choices that are consistent with JCPS vision, mission, philosophy, values, and the JCPS Equal Education Opportunities Policy.
- c) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this MOU pursuant to Article V of this Agreement.

### IV. Period of Performance:

This MOU shall be in effect January 20, 2021 and ending June 30, 2021. Either party may terminate this MOU by giving 30 days' written notice. The Jefferson County Board of Education may terminate this MOU immediately in the event that student confidentiality or safety is deemed to be in jeopardy, evidence exists that a mentor is engaged in proselytizing with a JCPS student as part of the mentorship, or for any other reason the Superintendent determines is in the best interest of the school.

### V. Termination:

The MOU may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This MOU may be terminated immediately by JCPS upon ten (10) business days' written notice to YMCA for its failure to cure a material breach of this MOU.

### VI. Modification:

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

### VII. Equal Opportunity:

During the performance of this MOU, YMCA shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the

Kentucky Equal Employment Act of 1978, KRS 45.5 50-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee, student or student's, parent or guardian because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability or limitations related to pregnancy, childbirth, or related medical conditions.

VIII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOU, it is mutually understood and agreed that YMCA is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the YMCA.

. Captions:

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

I. Entire Agreement:

This MOU contains the entire agreement between JCPS and YMCA and supersedes any and all prior agreement executed contemporaneously with the execution of the MOU and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY THEREFORE, the parties have caused this MOU to be executed in their respective name, on the day and year signed below, with the effective date as of January 20, 2021.

JEFFERSON COUNTY PUBLIC SCHOOLS:

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

\_\_\_\_\_  
Date

YMCA of Greater Louisville:

*R. Stephen Turner*  
Name

11 Nov 2020  
Date