

**Memorandum of Understanding
Between
Jefferson County Board of Education
And
YouthBuild 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 the YouthBuild Louisville (hereinafter "YouthBuild"), a 501(c)3 nonprofit organization with its principal place of business at 800 S. Preston Street, Louisville, Kentucky 40203.

WHEREAS, JCPS plans to apply for funding through the Louisville Jefferson County Metro Government KentuckianaWorks Career Services for Young Adults bid process (hereinafter "Project") to support adult and continuing education programming, including operation of the Kentucky Youth Career Center, JCPS, the University of Louisville (hereinafter "UofL"), and YouthBuild will form a consortium to provide Project services. YouthBuild will provide case management and other services for Option A and Option B outlined in the Project request for proposal and in Attachment A of this MOU.

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

I. YouthBuild agrees to:

- a) Serve as an integral part of the Project consortium with JCPS and UofL.
- b) Hire and supervise staff to support Option A and Option B, including a minimum of: one team lead who will split time between Option A and Option B, five case managers to serve Option A, four full time and one 0.5 Full Time Equivalent case managers to serve Option B, one enrollment specialist who will split time between Option A and Option B, one trainer for Option A, and one trainer for Option B.
- c) Support the shared vision and commitment that all personnel hired as part of this Project will be respected and given a safe, secure, and supportive learning environment to work with young people.
- d) Purchase and distribute incentives for Project participants for recognition of achievement of milestones in the program tied to work experience, education, or training.

- e) Participate in progress meetings with JCPS staff on the following schedule and additionally as needed:
- At least monthly, with additional meetings as needed – All staff working under all funding sources
 - At least biweekly, with additional meetings as needed – Workforce Innovation and Opportunity Act (hereinafter “WIOA”) case management staff
 - At least weekly, with additional meetings as needed – REimage case management staff
 - At least weekly, with additional meetings as needed – Compass Rose case management staff
 - At least biweekly, with additional meetings as needed – All REimage case management staff
 - At least monthly, with additional meetings as needed – Youth Homelessness Demonstration Program (hereinafter “YHDP”) case management staff
 - At least weekly, with additional meetings as needed – Management team
- f) Leverage YouthBuild’s existing peer support personnel to support Project outcomes.
- g) Participate with JCPS and other Project partners in a needs assessment and strategic planning process during the first year of the period of performance.
- h) Coordinate with JCPS to provide any data—including programmatic and financial information—needed to fulfill Project reporting requirements.
- i) Proactively work with JCPS to pursue other sources of funding to support Project success.
- j) Identify and recruit participants for Project services.
- k) Ensure YouthBuild’s human resources policies will allow for the hiring of staff with certain types of justice involvement as outlined in the organization’s hiring policies, including past charges or incarceration, so long as the involvement does not have a direct or specific negative bearing on a person’s fitness or ability to perform the duties of the job. YouthBuild commits to hire qualified candidates for the Project who meet these criteria and who meet the criteria set forth in YouthBuild’s hiring policies and this MOU.
- l) All employees, volunteers and contractors (including employees of contractors) of YouthBuild 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.

- m) 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.
- n) 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, unless the offense is a non-support felony offense;
 - 4. Any conviction for deadly weapon-related offenses;
 - 5. Any conviction for drug-related offenses, unless the offense is a misdemeanor drug offense over five (5) years ago;
 - 6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
 - 7. Any convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the individual to serve as a volunteer, contractor, or employee and/or to perform the services required by the position.
- o) 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.”
- p) YouthBuild 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 YouthBuild.
- q) If the performance of this Agreement involves the transfer by JCPS to YouthBuild 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"), YouthBuild 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 YouthBuild 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 YouthBuild to comply with all applicable provisions of FERPA with respect to any such data. YouthBuild 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. YouthBuild 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 YouthBuild 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 YouthBuild for the purposes of this Agreement. YouthBuild will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- r) JCPS retains the right to audit YouthBuild's compliance with the confidentiality requirements of this provision. If the performance of this

Agreement involves the transfer by JCPS to YouthBuild 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"), YouthBuild 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 YouthBuild 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 YouthBuild to comply with all applicable provisions of FERPA with respect to any such data. YouthBuild shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
- s) JCPS retains the right to audit YouthBuild's compliance with the confidentiality requirements of this provision.
 - t) For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS, complies with the federal definition for research which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research 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.
 - u) YouthBuild 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.
 - v) YouthBuild will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in

amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.

- w) YouthBuild understands and agrees that the Project may not interfere with the instructional program of JCPS.
- x) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to YouthBuild. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to YouthBuild.

II. Jefferson County Public Schools agrees to:

- a) If funding is awarded, serve as the fiscal agent of the Project and provide oversight of all program activities.
- b) Identify and recruit participants for Project services.
- c) Support the shared vision and commitment that all personnel hired as part of this Project will be respected and given a safe, secure, and supportive learning environment to work with young people.
- d) Participate in progress meetings with YouthBuild staff on the following schedule and additionally as needed:
 - At least monthly, with additional meetings as needed – All staff working under all funding sources
 - At least biweekly, with additional meetings as needed – Workforce Innovation and Opportunity Act (hereinafter “WIOA”) case management staff (career planners)
 - At least weekly, with additional meetings as needed – REimage case management staff
 - At least weekly, with additional meetings as needed – Compass Rose case management staff
 - At least biweekly, with additional meetings as needed – All REimage case management staff
 - At least monthly, with additional meetings as needed – Youth Homelessness Demonstration Program (hereinafter “YHDP”) case management staff
 - At least weekly, with additional meetings as needed – Management team
- e) Proactively work with YouthBuild to pursue other sources of funding to support Project success.
- e) If funding is awarded, JCPS will be required to submit to members of the Jefferson County Board of Education for their review and approval an agreement between

JCPS and YouthBuild that will set forth the responsibilities and obligations of the parties, including a Project budget and reimbursement schedule for the services outlined in this MOU, in more detail.

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 for the period beginning April 21, 2021 and ending June 30, 2022. Either party may terminate this MOU by giving the YouthBuild 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 or for any other reason the Superintendent determines is in the best interest of the district.

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 YouthBuild 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 YouthBuild.

VII. Equal Opportunity:

During the performance of this MOU, YouthBuild shall comply with Title VI of

the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee, student or student's, parent or guardian because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability or limitations related to pregnancy, childbirth, or related medical conditions.

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 YouthBuild 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 YouthBuild.

IX. 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.

X. Entire Agreement:

This MOU contains the entire agreement between JCPS and YouthBuild 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.

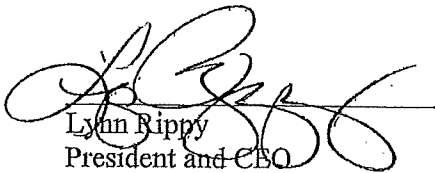
IN TESTIMONY THEREFORE, the parties have caused this MOU to be executed in their respective name, on the day and year signed below, with the effective date as of

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D.
Superintendent

Date

YOUTHBUILD LOUISVILLE:


Lynn Rippy
President and CEO

4/7/2021
Date

Attachment A

The Louisville Jefferson County Metro Government KentuckianaWorks Career Services for Young Adults request for proposals (RFP) states that KentuckianaWorks will consider applications that propose to serve Option A, Option B, or Options A and B.

Details of each option are provided below:

Option A	<ol style="list-style-type: none">1. Career Services for Disconnected Youth2. Career Services for Homeless Youth3. Integrated Mental and Behavioral Health Services
Option B	<ol style="list-style-type: none">1. Career Services for Justice-Involved Youth2. Follow-up Services for Compass Rose (federal youth reentry grant)3. Integrated Mental and Behavioral Health Services