

**Memorandum of Understanding
Between
Jefferson County Board of Education
And
The University of Louisville Research
Foundation, Inc.**

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 University of Louisville Research Foundation, Inc. ("ULRF"), a Kentucky 501(c)(3) nonprofit corporation as the agent of the University of Louisville ("UofL") for receiving grants and research documents from external funding sources and which owns and controls intellectual property on behalf of UofL, located at 300 East Market Street, Suite 300, Louisville, KY 40202-1959 (hereinafter collectively "UofL").

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. UofL's Center for Family and Community Well-Being (hereinafter "CFCWB") will partner with JCPS to provide mental and behavioral health services if funding is awarded and serve as a Project consortium member.

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

I. UofL agrees to:

- a) Provide a range of behavioral health services that includes psychoeducational programs, direct mental health services, and staff training and evaluation to support effective service delivery. This partnership will provide evidence-based psychoeducational programs that the CFCWB has delivered and rigorously evaluated for the past 15+ years, including the Mind Matters program for trauma resiliency/coping, Love Notes program for healthy relationships/violence and high-risk behavior prevention, CHOICES program for substance use risk reduction, Mind Over Mood cognitive behavioral program for anxiety and depression, and Racial Trauma and Justice program for youth.
- b) The CFCWB will provide at least three workshops each month at the Kentucky

Youth Career Center, rotating program offerings between the aforementioned evidence-based/evidence-informed options and developing or identifying new programs as needs are identified.

- c) The CFCWB staff person will also provide on-site direct mental health services including individual and group therapy. Lastly, CFCWB will train Kentucky Youth Career Center staff (JCPS and YouthBuild Louisville) in these programs to enable them to co-facilitate programs and promote long-term sustainability. CFCWB will evaluate all behavioral health programs/services. See table below for number to be served by activity area.

ACTIVITY	FREQUENCY	# PARTICIPANTS PER UNIT OF ACTIVITY	TOTAL # OF PARTICIPANTS PER YEAR	TOTAL # OF PARTICIPANTS ACROSS ALL 5 YEARS OF FUNDING
Psychoeducation	3 workshops per month	5-10 youth per workshop	180-360 youth per year	900-1800 youth
Mental Health Direct Services	2 days per week; 8 days per month	1 youth per activity; 8-10 youth per week	416-520 youth per year	2080-2600 youth
Training of Staff	2 times per year	20-25 staff per training	40-50 staff per year	200-250 staff
*The number of participants served is not an unduplicated count.				

- d) All employees, volunteers and contractors (including employees of contractors) of UofL 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.
- e) 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.
- f) 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.

- g) UofL will require 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 UofL.
- h) If the performance of this Agreement involves the transfer by JCPS to UofL 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"), UofL 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 UofL 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 MOU.
 3. Require all employees, contractors, volunteers, and agents of UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL shall require each employee, contractor, volunteer or agent with access to data pursuant to this MOU to complete training regarding the confidentiality obligations imposed by FERPA.

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. UofL 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 UofL necessary for the fulfillment of this MOU and having a legitimate interest related to the purposes of this MOU 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 MOU within thirty days (30) after the date by which it is no longer needed by UofL for the purposes of this MOU. UofL will require all employees, contractors, volunteers, or agents of any kind to comply with this provision. UofL shall not be required to purge such data from its computer system's historical back-up media, provided that such data that is retained will remain subject to the terms of this MOU and FERPA restrictions.

- i) JCPS retains the right to audit UofL's compliance with the confidentiality requirements of this provision. If the performance of this MOU involves the transfer by JCPS to UofL 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"), UofL 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 UofL 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 MOU.

3. Require all employees, contractors, volunteers, and agents of UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL shall require each employee, contractor, volunteer or agent with access to data pursuant to this MOU to complete training regarding the confidentiality obligations imposed by FERPA.

- j) JCPS retains the right to audit UofL's compliance with the confidentiality requirements of this provision.
- k) 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.
- l) UofL 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 MOU.
- m) UofL 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.
- n) UofL understands and agrees that the Project may not interfere with the instructional program of JCPS.
- o) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to UofL. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not available to UofL.

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 students with the greatest need for Project services.
- c) Participate in progress meetings with UofL staff as needed.
- d) Have participating students and staff prepared for UofL CFCWB programming at the agreed upon location and time.
- 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 UofL 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 other party 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 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 UofL 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 UofL.

VII. Equal Opportunity:

During the performance of this MOU, UofL 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 UofL 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 UofL.

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 UofL 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

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION

Ryann Gilmore

Digitally signed by Ryann Gilmore, Associate
Director, AOR
DN: cn=Ryann Gilmore, Associate Director, AOR,
o=University of Louisville, ou=Office of Sponsored
Programs Administration,
email=ryann.gilmore@louisville.edu, c=US
Date: 2021.04.07 16:00:26 -0400

4/7/2021

Ryann Gilmore
Associate Director

Date

Investigator:

While not a party to this Agreement, the INVESTIGATOR has read, understands, and agrees to abide by its terms and conditions applicable to the Investigator as the individual designated by ULRF.

Becky F Antle, PhD, MSSW, LMFT

Signature

Name: Becky Antle, Ph.D.

Date: 4/07/2021