

**Memorandum of Understanding
Between
Jefferson County Board of Education
and
University of 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 **University of Louisville**, (hereinafter "UofL"), on behalf of its College of Education and Human Development, with its principal place of business at 2301 South 3rd Street, Louisville, KY 40292.

WHEREAS, JCPS and UofL, seek to financially support many JCPS employees in pursuing additional educational opportunities at UofL's College of Education and Human Development (CEHD) via tuition assistance (e.g., Title II funding) including employees wishing to pursue the CEHD's English as a Second Language Endorsement (ESLE). The CEHD wishes to provide additional support to JCPS employees wishing to pursue the CEHD's ESLE with tuition assistance from JCPS. Therefore, JCPS and the CEHD establish the following financial and administrative procedures and program-related support for an annual cohort of JCPS employees seeking the CEHD's ESLE (hereinafter 'Project').

NOW THEREFORE, in consideration of 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) Upon receipt of the ESLE Tuition Assistance Report, consistent with UofL's course registration calendar and policies, the necessary CEHD personnel (e.g., the CEHD's office of Educational Advising and Student Services and ESLE Program Coordinator) will assist each JCPS employee identified in the ESLE Tuition Assistance Report with admission and/or registration for the ESLE course(s) identified.
- b) Within ten (10) calendar days after receipt of JCPS's ESLE Tuition Assistance Report (or the final amendment of that report after student registration), the CEHD Coordinator will provide to the JCPS Coordinator an invoice for the total amount of ESLE tuition assistance awarded by JCPS for the upcoming semester on behalf of its registered employees.
- c) Within (10) calendar days of receiving the UofL invoice, the JCPS Coordinator will forward to the CEHD Coordinator payment from JCPS in full satisfaction of the invoice received from the CEHD Coordinator.
- d) Upon receipt of payment from JCPS in satisfaction of the invoice, the necessary personnel at UofL (e.g., Bursar) will ensure that each individual JCPS employee's UofL

- student account reflects the tuition assistance credit in the amount designated in the ESLE Tuition Assistance Report (or the final amendment of that report) for that semester.
- e) During the semester, the JCPS Coordinator and the CEHD Coordinator agree that they will immediately inform the other if they become aware of any JCPS employee designated to receive tuition assistance from JCPS withdrawing from an ESLE course(s), or if the JCPS employee's status with JCPS changes in a way that would prevent the JCPS employee from remaining eligible for tuition assistance from JCPS. In such instances, the JCPS Coordinator and CEHD Coordinator will work together to ensure that all JCPS and UofL accounts and records accurately reflect the circumstances consistent with their respective policies and procedures.
 - f) The CEHD Coordinator will inform the JCPS Coordinator within (10) calendar days after the last day of the semester of any students failing to adhere to the tuition assistance agreement. If the JCPS Coordinator is informed by the CEHD Coordinator that a JCPS employee has failed to adhere to the terms of JCPS's tuition assistance agreement, including but not limited to, the JCPS employee failing to complete an ESLE course or earn a grade deemed satisfactory by JCPS, the JCPS Coordinator will send the employee a demand letter to give them the options of paying back the district for monies awarded for current and prior coursework. These options include automatic payroll deduction for the awarded tuition assistance balance, the employee paying back the awarded tuition assistance balance in a lump sum, or the employee paying for the following course or semester needed to complete the program as signed in the professional commitment form. Employees can receive tuition assistance credit up to 12 credit hours if they maintain a grade deemed satisfactory by JCPS and good standing employment during the contract with UofL and JCPS.
 - g) 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.
 - h) 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.
 - i) 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.

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.

- j) UofL 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 UofL in writing.
- k) 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 Agreement.
 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 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. 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, UofL shall notify JCPS within 24 hours of UofL's knowledge of such breach.
 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 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 UofL for the purposes of this Agreement. UofL will require all employees, contractors, volunteers, or agents of any kind to comply with this provision. Notwithstanding anything herein to the contrary, the parties acknowledge that any electronic or digital materials received by UofL may be routinely backed up for disaster recovery archival purposes such that return or destruction is not practical and/or feasible until such time that the back-up copy expires or is recycled or destroyed, in which case UofL will use reasonable efforts to keep such back-up copies secure in accordance with the provisions of this agreement until the back-up media expires or is recycled or destroyed. Back-up copies will continue to be protected as required under the agreement after this agreement ends or is terminated until all such back-up copies have expired or been recycled or destroyed.
7. JCPS retains the right to audit UofL's compliance with the confidentiality requirements of this provision. 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:
 - a. 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.
 - b. 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 Agreement.
- l) 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.
- m) UofL understands and agrees that the Project may not interfere with the instructional program of JCPS.
- n) 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) JCPS will support an annual cohort of employees who will receive tuition support in pursuing the CEHD's ESLE. The number of these employees each year shall be determined by JCPS and UofL.
- b) JCPS designates the ESL Director to act as the ESLE Program and Tuition Assistance Coordinator (the "JCPS Coordinator") and the CEHD designates the UofL Director, Educator Preparation Student Services as the ESLE Tuition Assistance Coordinator (the "CEHD Coordinator") to communicate and cooperate concerning the performance of all aspects and terms of this Agreement.
- c) Before the application deadline, the JCPS Coordinator will provide to the CEHD Coordinator a document identifying all JCPS employees who will receive tuition assistance from JCPS to complete ESLE courses during the upcoming semester. The document will include the name of each JCPS employee receiving tuition assistance, the number of credit hours to be completed by each JCPS employee during the upcoming semester, the amount of each JCPS employee's financial award, and the total amount awarded by JCPS for all JCPS employees taking ESLE courses for the upcoming semester (hereinafter the "ESLE Tuition Assistance Report"). In providing the ESLE Tuition Assistance Report, JCPS represents to the CEHD that : (1) all JCPS employees identified therein have executed a tuition assistance agreement with JCPS that includes any provisions of this agreement that affect the employee; (2) each JCPS employee identified understands that their JCPS tuition assistance award is contingent on their completion of the ESLE course(s) with a grade deemed satisfactory by JCPS ; (3) each JCPS employee identified understands the obligation to report the employee's grade to the JCPS Coordinator; (4) each employee has provided a waiver of the employee's rights under the Family Educational Right and Privacy Act (FERPA) so that the CEHD may confirm the grade of the employee if asked by JCPS; and (5) each JCPS employee identified has acknowledged that if they fail to complete any ESLE course or receive a grade deemed satisfactory by JCPS in any course(s), or they have failed to meet any other requirement of the tuition assistance agreement with JCPS, they will be responsible for, and will immediately pay to UofL, the full cost of tuition for all ESLE course(s) for which they were registered. Upon written request from the CEHD Coordinator, the JCPS Coordinator will provide a copy of any JCPS employee's tuition assistance agreement.
- d) Within (10) days of being informed by the CEHD coordinator of any JCPS employee who has failed to adhere to their tuition assistance agreement, the JCPS Coordinator will send the employee a demand letter giving them the options of paying back the district for monies awarded for current and prior coursework. These options include automatic payroll deduction for the awarded tuition assistance balance, the employee paying back the awarded tuition assistance balance in a lump sum, or the employee paying for the following course or semester needed to complete the program as signed in the professional commitment form. Employees can receive tuition assistance credit up to 12 credit hours if they maintain a grade deemed satisfactory by JCPS and good standing employment during the contract with UofL and JCPS.
- e) If full payment from the JCPS employee in satisfaction of the outstanding balance due has been received or payroll deduction is not initiated by JCPS within ten (10) calendar days after the demand letter is sent to the JCPS employee.

- f) The JCPS Coordinator and the CEHD Coordinator may alter the deadlines referenced in the above mutual written agreement in order to accommodate JCPS employees for each semester in the duration of this Agreement by JCPS and UofL.

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 August, 1, 2021 and ending August 1, 2023. 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 or 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 UofL for UofL's 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 the other party.

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 August 1, 2021.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

UNIVERSITY OF LOUISVILLE



06/08/2021

Lori Stewart Gonzalez, Ph.D.
Executive Vice President and
University Provost

Date

RECOMMENDED BY:



Amy S. Lingo, Ed.D.
Interim Dean
College of Education and Human Development

REVIEWED FOR CONTENT
AND LEGALITY



Adam J. Okuley
Attorney, University Counsel Office
University of Louisville