

**Memorandum of MOA  
Between  
Jefferson County Board of Education  
And  
the University of Louisville**

This Memorandum of MOA (hereinafter "MOA") 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 "U of L"), a postsecondary institution with its principal place of business at 2301 S. 3<sup>rd</sup> Street, Louisville, Kentucky 40292.

WHEREAS, JCPS and U of L recognize that a partnership between U of L, via the University's College of Education and Human Development (hereafter the "CEHD") and the College of Arts and Sciences (hereafter "A&S"), and JCPS, via Fairdale High School ("Fairdale"), can lead to an improved educational environment and increased achievement for students and teachers at Fairdale; and Fairdale is host to the English Action Group ("EAG"), a peer-led bilingual mentoring program for which U of L researchers have received funding to support;

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

**I. U of L agrees to:**

- a) Collaborate with teachers and staff to facilitate EAG initiatives.
- b) Provide material support for EAG participants (e.g., translation and tutoring tools).
- c) Coordinate with Fairdale staff/students to facilitate trainings and workshops for EAG mentors.
- d) Coordinate with Fairdale staff/students to facilitate guest speaker events related to mentoring, multilingualism, and other EAG initiatives.
- e) Collaborate with teachers at Fairdale to write curriculum, develop strategies to enhance learning, and design action research projects, upon request and mutual interest, to support multilingual and emerging multilingual students.
- f) Assign liaisons to work with the JCPS/Fairdale liaison to implement this MOA and resolve any disputes that may arise concerning the

terms or implementation of this MOA.

- g) Follow the CDC, Kentucky Healthy at Work, and Healthy at School guidance for safety during the period of the COVID-19 pandemic.
- h) All employees, volunteers and contractors (including employees of contractors) of U of L performing services on JCPS school premises during JCPS school hours under this MOA are required to submit per KRS 160.380 to a national and state criminal history background check by 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 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 MOA from performing services under this MOA and from remaining upon the premises of a JCPS facility for any purpose under this MOA 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 convictions for deadly weapon-related offenses;
  - 5) Any conviction for drug-related offenses, including felony drug offences, 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 MOA 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 MOA and shall not remain upon premises of a JCPS facility for any purpose under this MOA.

- k) U of L 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 U of L.
- l) If the performance of this MOA involves the transfer by JCPS to U of L 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"), U of L 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 MOA, and not share any such data with any person or entity other than U of L and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this MOA.
  - 3) Require all employees, contractors, volunteers, and agents of U of L to comply with all applicable provisions of FERPA with respect to any such data. U of L shall require and maintain confidentiality MOAs with each employee, contractor, volunteer, or agent with access to data pursuant to this MOA.
  - 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 MOA. U of L 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 U of L necessary for the fulfillment of this MOA and having a legitimate interest related to the purposes of this MOA 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 MOA within thirty days (30) after the date by which it is no longer needed by U of L for the purposes of this MOA. U of L will require all employees, contractors, volunteers, or agents of any kind to comply with this provision

m) JCPS retains the right to audit U of L's compliance with the confidentiality requirements of this provision. If the performance of this MOA involves the transfer by JCPS to U of L 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"), U of L 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 MOA, and not share any such data with any person or entity other than U of L and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this MOA.
- 3) Require all employees, contractors, volunteers, and agents of U of L to comply with all applicable provisions of FERPA with respect to any such data. U of L shall require and maintain confidentiality MOAs with each employee, contractor, volunteer, or agent with access to data pursuant to this MOA.

- n. 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.
- o. U of L acknowledges that any violation of this MOA 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 MOA pursuant to Article V of this MOA.

- p. U of L 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.
- q. U of L understands and agrees that the Project may not interfere with the instructional program of JCPS.
- r. To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to U of L. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to U of L staff, students volunteers or contractors.

## **II. Jefferson County Public Schools/Fairdale High School agree to:**

- a) Assign classroom space at Fairdale to provide EAG participants, Fairdale faculty and staff, and U of L personnel to meet. Fairdale will provide any support for effectively operating technology and equipment.
- b) As approved by the Fairdale Principal, allow U of L faculty to attend meetings and events that support the EAG and/or support for emerging/multilingual students. The Principal of Fairdale reserves the right to restrict access to UofL Faculty to any meeting or event.
- c) Assign one liaison to work directly with U of L to coordinate the implementation of the terms of this MOA and to resolve any disputes that may arise concerning the terms or implementation of this MOA. The Fairdale Liaison will meet with the U of L faculty to discuss EAG updates and U of L faculty visits as mentioned herein, and any other aspect of this MOA, in a meeting at least 10 calendar days prior to the first EAG meeting of each year.
- d) Encourage Fairdale teachers and administrators to collaborate with U of L faculty on research, teaching, and service projects that could enhance the teaching profession and advance the missions of JCPS/Fairdale and the U of L.
- e) Fairdale Liaison and the Principal will meet annually with the U of L Liaisons to discuss the positive impacts, areas of improvement, and other important information concerning this MOA.

## **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) Failure to comply with the foregoing provisions will constitute just cause for

JCPS to immediately terminate this MOA pursuant to Article V of this MOA.

**IV. Period of Performance:**

This MOA shall be in effect for the period beginning October 6, 2021 and ending July 31, 2024. Either party may terminate this MOA by giving the U of L 30 days' written notice. The Jefferson County Board of Education may terminate this MOA 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 MOA may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This MOA may be terminated immediately by JCPS upon ten (10) business days' written notice to U of L for its failure to cure a material breach of this MOA.

**VI. Modification:**

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

**VII. Equal Opportunity:**

During the performance of this MOA, U of L 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 MOA, it is mutually understood and agreed that U of L 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 U of L.

**IX. Captions:**

Section titles or captions contained in the MOA are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the

scope of this MOA or the intent of any provisions hereof.

**X. Entire MOA:**

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

IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, with the effective date as of October 6, 2021.

**JEFFERSON COUNTY PUBLIC SCHOOLS**

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

\_\_\_\_\_  
Date

**UNIVERSITY OF LOUISVILLE**

*Lori Stewart Gonzalez*

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Lori Stewart Gonzalez  
Executive Vice President  
and University Provost

\_\_\_\_\_  
9/15/2021  
Date



**RECOMMENDED BY:**



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Amy S. Lingo, Ed.D

Interim Dean

College of Education and Human Development

08-31-21

Date



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David S. Owen, Ph.D.

Interim Dean

College of Arts and Sciences

University of Louisville