

**Memorandum of Understanding
Between
Jefferson County Board of Education
And
Bates Community Development Corporation
Kingdom Academy Community Learning Hub**

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 Bates Community Development Corporation (hereinafter "Bates CDC"), a corporation organized under the laws of the Commonwealth of Kentucky with its principal place of business at 1228 S. Jackson St. Louisville, KY 40203

WHEREAS, JCPS and Bates CDC Kingdom Academy Community Learning Hub (hereinafter "Project") will work collaboratively to establish a Community Learning Hub. JCPS will allow Bates Community Development Corporation to utilize the JCPS Camp Edwards Campus located on 731 South Hancock Street, Louisville Kentucky 40203. Specifically, we will provide access to the Gym, Room 100, Room 105, and the Reception Area (Room 104). These specific areas will be used by the staff of Bates CDC Kingdom Academy Community Learning Hub to provide enrichment services.

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

I. Bates CDC agrees to:

- a. Adhere to all Center for Disease Control Covid-19 Guidelines and all JCPS facility health and safety guidelines.
- b. Provide services during the hours of 2:30 PM-8:00 PM Mondays to Fridays with the exception of Federal Holidays. Both parties will agree upon providing services during school breaks.
- c. Provide support to JCPS Students in Kindergarten through Grade 12
- d. Provide Kingdom Academy Enrichment workshops
- e. Provide exercise activities
- f. Provide arts & cultural activities
- g. Provide JCPS with materials provided to the families
- h. Provide On-Site coordinators to be available during the hours of operation and serve as points of contact for Bates CDC Kingdom Academy

- i. Provide direct supervision of children during hours of operation.
- j. Provide Staffing
- k. Attend technology training to allow for access and utilization of the technology equipment in the Gym.
- l. Ensure students and staff do not:
 - i. Bypass or otherwise alter device settings or configurations or tamper with hardware or software, attempt unauthorized entry into and/or vandalize or destroy technology devices
 - ii. Attempt to locate, view, share, or store any materials that are unacceptable in the school setting. This includes, but is not limited to, pornographic obscene, graphic, violent, racist, or vulgar images, sounds, music, language, video or other material that violates JCPS policies, procedures, guidelines or student codes of conduct.
- m. Assumes responsibility for the care and proper use of JCPS technology in the Gym and will be responsible for any restitution fees that may be associated with the damage of JCPS technology in the Gym.
- n. Bates CDC shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious proselytizing or praying during the provision of the services; and shall not incorporate any religious symbols or references of any type in any resources or materials provided to the students as part of the services.

II. General Requirements

- a. All employees, volunteers and contractors (including employees of contractors) of Bates CDC 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.
- b. 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.
- c. Bates CDC will 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; or
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 Assistant Superintendent of Teaching and Learning who oversees the Camp Edwards Education Complex 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.

- d. BATES CDC will ensure that the volunteers/contractors/employees shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs BATES CDC.
- e. If the performance of this Agreement involves the transfer by JCPS to BATES CDC 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"), BATES CDC 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 BATES CDC 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 Bates CDC to comply with all applicable provisions of FERPA with respect to any such data. Bates CDC 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. Bates CDC 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 Bates CDC 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 BATES CDC for the purposes of this Agreement. BATES CDC will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- f. JCPS retains the right to audit BATES CDC's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to BATES CDC 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"), BATES CDC 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 BATES CDC 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 BATES CDC to comply with all applicable provisions of FERPA with respect to any such data. BATES CDC shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
- g. 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.

- h. BATES CDC 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.
- i. BATES CDC 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.
- j. BATES CDC understands and agrees that the Project may not interfere with the instructional program of JCPS.
- k. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to BATES CDC.

III. Jefferson County Public Schools agrees to:

- a) Provide access to utilize the GYM, Room 100, Room 105 and the Reception Area Room 104 at Camp Edwards Education Complex.
- b) Provide custodial services during the regular hours of operation in accordance with the JCPS working calendar.
- c) Provide access to the building during the hours of 2:30 PM-8:00 PM in accordance with the JCPS working calendar. Both parties will agree upon providing services during school breaks.
- d) Work in collaboration with Bates CDC staff and on-site coordinator to assist with following JCPS COVID 19 protocols.
- e) Provide access to JCPS technology equipment and provide access to the JCPS IT3 support line during IT3 regular business hours.
- f) Provide access to the ice machine and the sink in the kitchen area (adults only)
- g) Provide access to the vending machine for adult only usage.

IV. 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.

V. Period of Performance:

This MOU shall be in effect for the period beginning October 27, 2021 and ending July 31, 2022. Either party may terminate this MOU by giving the other 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.

This MOU may be terminated immediately by JCPS upon ten (10) business days' written notice to BATES CDC 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 BATES CDC.

VII. Equal Opportunity:

During the performance of this MOU, BATES CDC 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 BATES CDC 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.

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 BATES CDC 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 October 27, 2021

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D.
Superintendent

Date

Bates Community Development Corporation

Nachand Trabue
Executive Director

Date