

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
YMCA of Greater Louisville**

This Memorandum of Agreement (hereinafter "Agreement") 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 Young Men's Christian Association of Greater Louisville, (hereinafter "YMCA"), a nonprofit organization, with its principal place of business at 555 South 2nd Street, Louisville, Kentucky 40202.

WHEREAS, On September 2020, the Office of Population Affairs (OPA) and the Office of Women's Health (OWH), as part of the President's Teen Pregnancy Prevention Initiative, awarded the YMCA funding for two years to implement a community-wide initiative in the greater Louisville area to have a significant impact on improving the optimal health of adolescents and reducing teen pregnancy and sexually transmitted infections (STIs) by replicating the evidence-based program Love Notes (hereinafter "Project"), with a goal of reaching 1750 youth.

WHEREAS the YMCA desires to enter a partnership with JCPS to support the Project at Georgia Chaffee Teenage Parent Program (hereinafter "TAPP").

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

I. YMCA agrees to:

- a) Provide technical assistance at least monthly via telephone, email, and/or in person to TAPP. Topics will include fidelity of replication, youth attendance and numbers, problem-solving issues related to program replication, and other topics as they arise.
- b) Provide a Love Notes toolkit(s) with all supplies necessary to complete the program. This toolkit may remain at the site as long as at least one trained facilitator is at the site. In the event that no facilitators remain at the site, the toolkit should be returned to the YMCA.
- c) Provide Love Notes Journals, Color Personality Profile Assessments, and Love Notes handouts for each youth going through the program.
- d) Provide technical assistance to help TAPP staff in program planning, implementation, evaluation, and sustainability.

- e) Provide training for staff of TAPP to become facilitators of the Love Notes program (dates to be determined).
- f) After completing the training, new facilitators will be provided Love Notes Manuals and access to the PowerPoint slides with notes for delivery.
- g) Ensure that all staff/volunteers entering TAPP wear appropriate facial coverings and are vaccinated for COVID-19.
- h) Only after approval from the JCPS Institutional Review Board (IRB), collect any data or information or administer surveys to students and/or staff. YMCA is responsible for submitting an application to the JCPS IRB prior to beginning this Project.
- i) YMCA may not provide any data or information on the Project to a third-party organization.
- j) Not use the name or logo of JCPS or name of school in printed materials, websites or social media without prior approval from JCPS Chief of Communications.
- k) Require all employees, volunteers and contractors (including employees of contractors) of YMCA performing services on JCPS school premises during JCPS school hours under this Agreement 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.
- l) 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.
- m) Prohibit contractors, employees, interns and volunteers under this Agreement from performing services under this Agreement and from remaining upon the premises of a JCPS facility for any purpose 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 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.
- n) YMCA 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 YMCA.
- o) If the performance of this Agreement involves the transfer by JCPS to YMCA 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"), YMCA 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 YMCA 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 Agreement.

- 3) Require all employees, contractors, volunteers, and agents of YMCA to comply with all applicable provisions of FERPA with respect to any such data. YMCA 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. YMCA 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 YMCA 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 YMCA for the purposes of this Agreement. YMCA will require all employees, contractors, volunteers, or agents of any kind to comply with this provision
- p) JCPS retains the right to audit YMCA's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to YMCA 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"), YMCA 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 YMCA 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 Agreement.
 - 3) Require all employees, contractors, volunteers, and agents of YMCA to comply with all applicable provisions of FERPA with respect to

any such data. YMCA shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.

- q) 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, 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.
- r) YMCA acknowledges that any violation of this Agreement 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 Agreement pursuant to Article V of this Agreement.
- s) YMCA 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.
- t) YMCA understands and agrees that the Project may not interfere with the instructional program of JCPS.
- u) To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to YMCA. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to YMCA staff, students, volunteers or contractors.

II. JCPS/TAPP agree to:

- a) Identify and support a designated staff member from TAPP to participate in all required training for the Love Notes program.
- b) Implement the Project through the TAPP Youth Services Center.

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 Agreement pursuant to Article V of this Agreement.

IV. Period of Performance

This Agreement shall be in effect for the period beginning February 2, 2022 and ending June 30, 2022. Either party may terminate this Agreement by giving the YMCA 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement 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 Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to YMCA for its failure to cure a material breach of this Agreement.

VI. Modification

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

VII. Equal Opportunity

During the performance of this Agreement, YMCA 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 Agreement, it is mutually understood and agreed that YMCA 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 YMCA.

IX. Captions

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

X. Entire Agreement

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

IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of February 2, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

YMCA OF GREATER LOUISVILLE



Freddie Brown
Chestnut Street Executive

Jan 5, 2022
Date

