

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Boys & Girls Club of Kentuckiana**

This Memorandum of Agreement (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 Boys & Girls Club of Kentuckiana (hereinafter " BGCK"), a nonprofit organization with its principal place of business at 3900 Crittenden Louisville, KY 40209.

WHEREAS, BGCK is an out-of-school time provider, offering a safe haven for youth ages 6-18.

Whereas BGCK has been awarded a 21st Century Community Learning Centers (hereinafter " 21st CCLC") grant from the Kentucky Department of Education (hereinafter "KDE") to provide academic, artistic, and cultural enrichment opportunities for students attending Robert Frost Sixth Grade Academy (hereinafter "Frost") and Stuart Academy (hereinafter "Stuart").

Whereas Frost and Stuart wish to outline in writing their mutual understanding of a partnership to provide students at Frost and Stuart with academic programs and a broad array of activities that can complement their regular academic programs while also promoting youth development; and to offer literacy and other educational services to the families of participating youth (hereinafter "Project").

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

I. BGCK agrees to:

- A. Comply with the applicable requirements of all state statutes, federal laws, executive orders, regulations, policies, and award conditions governing the 21st CCLC program.
- B. Provide high-quality after-school and summer academic interventions, homework help, tutoring, and enrichment activities to low-performing students attending Frost and Stuart.
- C. Provide programs that will ensure the academic services provided are aligned with the schools' curriculum in the core subject areas.
- D. Obtain written parental/guardian permission to share educational data on participating students with KDE to comply with 21st CCLC grant reporting requirements. Only data listed on the signed permission form will be shared with KDE.
- E. Provide transportation from school to home, and to and from school during the summer, for all participating students in the program.
- F. Ensure that all employees and volunteers comply with JCPS health and safety guidelines, including rules related to Covid-19 mitigation.
- G. Only after approval from the JCPS Institutional Review Board (IRB), collect any data or information or administer surveys to students and/or staff. BGCK is responsible for submitting an

application to the JCPS IRB prior to beginning this Project.

- H. Not use the name or logo of JCPS or Frost and Stuart in printed materials, websites or social media without prior approval from JCPS Chief of Communications.
- I. All employees, volunteers and contractors (including employees of contractors) of BGCK 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 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.
- J. 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 of Frost and Stuart and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- K. 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 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.
- L. BGCK 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 BGCK.
- M. If the performance of this MOA involves the transfer by JCPS to BGCK 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"), BGCK 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 BGCK 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 MOA.
 3. Require all employees, contractors, volunteers, and agents of BGCK to comply with all applicable provisions of FERPA with respect to any such data. BGCK 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. BGCK 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 BGCK 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 BGCK for the purposes of this MOA. BGCK will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- N. JCPS retains the right to audit, at its own expense and during the course of normal working hours, BGCK's compliance with the confidentiality requirements of this provision.
- O. 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.
- P. BGCK 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.

- Q. BGCK will obtain an all-risk property and casualty insurance policy concerning the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance. The Board of Education, Jefferson County, must be added as an "Additional Insured" and must be in the description of the operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.
- R. BGCK understands and agrees that the Project may not interfere with the instructional program of JCPS.
- S. To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to BGCK staff, volunteers and its contractors. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to BGCK staff, volunteers or contractors.

II. Jefferson County Public Schools/Frost/Stuart agree to:

- A. Help recruit certified teachers to work in the afterschool and summer program.
- B. Provide adequate space for the afterschool and summer programs, such as access to the gym and other space for enrichment activities. Such facilities shall be available during program hours and such use may not interfere with the instructional program of JCPS. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to BGCK. During any periods of Non-Traditional Instruction or remote learning, JCPS facilities will not be available to BGCK.
- C. Allow school staff to promote the program to families and help in identifying and recruiting students for the program.
- D. Provide a school representative to serve on BGCK the Advisory Council, which meets quarterly.
- E. Allow school and district staff to review and comment on the annual 21st CCLC local evaluation to assist with program improvement.
- F. As allowable by JCPS Policy and state and federal law, assist BGCK with efforts to demonstrate compliance with and adhere to 21st CCLC grant guidelines.

III. Payments:

BGCK will provide funding to JCPS in accordance with the budget in Attachment A. BGCK will provide funding not to exceed \$46,459.00 only in accordance with the terms of the MOA. JCPS billing for reimbursement must include (a) the cost categories outlined in the approved Attachment A, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized JCPS officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as "FINAL" and shall be submitted no later than 60 days after the MOA's end date. Any reimbursement requested that does not comply with this MOA and any process or procedure

shall not be honored.

Invoices shall be submitted to:

Boys and Girls Clubs of Kentuckiana
Finance Department
3900 Crittenden Drive
Louisville, Kentucky 40209

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. Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this MOA pursuant to Article V of this Agreement.

V. Period of Performance:

This Agreement shall be in effect for the period beginning October 4, 2021 and ending June 30, 2022.

VI. 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 BGCK for its failure to cure a material breach of this MOA. 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.

VII. 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 BGCK.

VIII. Equal Opportunity:

During the performance of this MOA, BGCK 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.

IX. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOA, it is mutually

understood and agreed that BGCK 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.

X. 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.

XI. Entire Agreement:

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

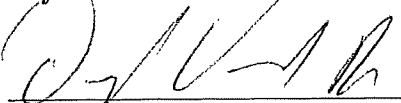
IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, to be effective as of October 4, 2021.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

Boys & Girls Club of Kentuckiana



Daryle W. Unseld Jr.
CEO, Boys & Girls Club of Kentuckiana

2-23-2022

Date

Frost/Stuart 21st Century Community Center
Boys and Girls Clubs of Kentuckiana MOA
Oct. 4, 2021 to June 30, 2022
Update to Year 3 of BGCK 21st CCLC

Item	Year 3 Cost (2021-22)	
School year programming:		
3 teachers x \$50.50 per hour x 8 hours per week x 30 weeks	\$	36,360.00
Fringe benefits:		
Medicare	\$	527.00
KTRS	\$	6,219.00
Unemployment	\$	364.00
Work Comp	\$	95.00
Summer:		
3 teachers x 8 hours per week x 2 weeks x \$50.50 per hour each	\$	2,424.00
Fringe benefits		
Medicare	\$	25.00
KTRS	\$	415.00
Unemployment	\$	24.00
Work Comp	\$	6.00
Total	\$	46,459.00

