

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the University of Louisville ("UofL").

WHEREAS, UofL's College of Education and Human Development ("CEHD") has implemented the Signature Partnerships Schools Initiative to provide a clinical training model for education professionals in multiple JCPS schools including the Academy @ Shawnee ("SHAWNEE"). JCPS and UofL desire to enter into an agreement for an extended partnership with UofL, via the CEHD concerning the placement of the University of Louisville Cardinal Success Program ("CSP") in a location provided by JCPS at SHAWNEE. JCPS and UofL believe the presence of the CSP at SHAWNEE will greatly benefit SHAWNEE, the West Louisville community, and the CEHD.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and UofL agree as follows:

1. Duties of JCPS and SHAWNEE:

- a. JCPS will provide three offices on the first floor and access to the group rooms at the library of SHAWNEE (location) for use by the CEHD as the Clinic on the terms and conditions set forth in the Agreement.
- b. JCPS shall permit the CEHD to place UofL staff, faculty, and students in the location set in order to administer mental health and counseling services to SHAWNEE students, their families and individuals living in the community surrounding SHAWNEE Monday through Friday, from 8:00 a.m.- 4:00 p.m. throughout the calendar year.
- c. JCPS and SHAWNEE shall also permit the CEHD to conduct classes for UofL students to perform research and train students in the provided location.
- d. JCPS and SHAWNEE will permit the CEHD to place necessary furniture, equipment, and technology within the location to operate the Clinic appropriately. All property placed in the location by the CEHD shall remain the property of the CEHD upon the termination or fulfillment of this Agreement.
- e. JCPS and SHAWNEE shall not charge UofL or the CEHD rent, utility costs, taxes, or insurance for use of the location. JCPS shall be responsible for maintaining property and casualty insurance coverage (which may be provided in whole or in part by a JCPS self-insurance program) for the location.
- f. JCPS shall be responsible for providing routine cleaning and janitorial services for the location.

- g. JCPS will obtain any necessary written permissions from parents and/or guardians of JCPS students to approve their receipt of counseling services in the Clinic.
- h. JCPS will assist UofL, CEHD, their employees, students and invitees with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

2. Duties of UofL and CEHD:

- a. In consideration for the terms herein, UofL and the CEHD shall use the location during the times provided in Paragraph 1.B above to provide mental health and counseling services to SHAWNEE students, their families and individuals living in the community surrounding SHAWNEE. As well as other purposes permitted by Paragraph 1.B. UofL and the CEHD shall not use the location for any other purposes or permit any other organization or individual to use the location without prior written consent of JCPS. UofL, the CEHD and their employees, students and invitees shall have the right of access over the portions of the SHAWNEE property that are not included within the Space as shall be necessary for such persons to enter and leave the location and shall have the non-exclusive right to use the parking areas on SHAWNEE property.
- b. For any mental health and counseling services rendered by UofL, the CEHD, JCPS, SHAWNEE students, family and other individuals shall not be charged any fees or costs, but U of L and the CEHD shall have the right to seek the payment of fees and costs for any mental health or counseling services from any third-party payer responsible for such payment, including, but not limited to, insurance companies, and federal and state government programs.
- c. UofL and the CEHD shall be responsible for providing general and professional liability insurance coverage (which may be provided in whole or in part through a state or local government self-insurance program) for the individuals who provide services in the Clinic. U of L and the CEHD will provide JCPS with certificates of insurance upon request.
- d. UofL and the CEHD agrees that it shall not damage, except for normal wear and tear, or substantially alter, the location.
- e. All CEHD employees/volunteers/contractors performing services under this Agreement will wear their UofL identification while on premises at SHAWNEE.
- f. Require all CEHD employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago.
Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offences;

- ii. Any conviction for offenses against minors;
 - iii. Any conviction for felony offenses, except as provided below;
 - iv. Any conviction for deadly weapon-related offenses;
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses;
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- g. CEHD shall require all faculty performing services on JCPS school premises during JCPS school hours under this Agreement 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 findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - h. CEHD staff, faculty, students and invitees will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - i. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to CEHD. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to CEHD.
 - j. Should research Organization use or collect data for the purpose of conducting a research study, Research Organization will separately submit an external research request through Data Provider's online system: <https://assessment.jefferson.kyschools.us/DRMS/>. For any project, involving data collection or research (e.g., program evaluation or monitoring activities), 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 purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

3. Mutual Duties:

- a. Each party shall not discriminate based on 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
 - c. The respective administrative offices of JCPS and U of L who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the operation of the Clinic and discuss issues of mutual concern.
- 4. **Use of Technology:** UofL will supply technology including, but not limited to, computers, teleconferencing equipment and video recording devices to support the work of the CSP. This technology will remain the property of UofL and may be removed at UofL's discretion. JCPS will cooperate in any way possible to allow this technology to operate within their environment.
- 5. **Term:** This Agreement shall be effective commencing July 1, 2022 and shall terminate on June 30, 2023. The Agreement may be extended by mutual written agreement of JCPS and UofL.
- 6. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, UofL and the CEHD will be permitted in their discretion to continue to provide services in the Clinic during the period in which the sixty (60) day notice becomes effective.
- 7. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and UofL.
- 8. **Independent Parties:** JCPS and UofL are independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
- 9. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
- 10. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and UofL concerning the CSP and supersedes all prior agreements, either written or oral, regarding the same subject matter.

11. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
12. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
13. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.
14. **Remote Clinical Experience**: The parties hereby agree that each may be permitted to perform its obligations under this Agreement remotely. Specifically, UofL/CEHD may perform its duties under Section 2.A-B of the Agreement to provide mental health and counseling services to Shawnee students, their families, and individuals living in the area surrounding Shawnee, through telehealth platforms, provided that any such platform used shall meet all applicable requirements under the laws and regulations governing the use of telehealth platforms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools

University of Louisville

By: _____
Dr. Marty Pollio, Superintendent

By: _____
Dr. Gerry Bradley, Provost

Date: _____

Date: _____

Reviewed as to

Legality and Form By: _____

Date: _____

David D. King
Office of University Counsel

Recommended By: _____

Date: _____

Haley Ralston
Director, OSPA