

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Young Authors Greenhouse**

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 Young Authors Greenhouse (hereinafter "YAG"), a nonprofit organization with its principal place of business at 2509 Portland Avenue, Louisville, Kentucky 40212.

WHEREAS JCPS will allow schools to implement the YAG program. Through this program, YAG will work with students to write and publish poetry and creative non-fiction (hereinafter 'Project').

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

I. YAG agrees to:

- A. Recruit 4-6 volunteers for each class of students.
- B. Ensure that all staff/volunteers are masked and vaccinated.
- C. Provide information about the program to students' families.
- D. Run the program with the class each week.
- E. Hold a publication celebration event for participating teachers, students, and the students' families at the end of the school year (safety permitting).
- F. Only after approval from the JCPS Institutional Review Board (IRB) distribute pre- and post-program surveys to evaluate the program.
- G. Obtain signed photo and publication release forms from students' families.
- H. Print publication of student writing and give each student author two copies only after obtaining permission from students' guardians/parents.
- I. Promote the project to community contacts.
- J. Follow the CDC, Kentucky Healthy at Work, and Healthy at School guidance for safety during the period of the COVID-19 pandemic.

- K. All employees, volunteers and contractors (including employees of contractors) of YAG 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.
- 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 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.
- N. YAG 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 YAG.

O. If the performance of this Agreement involves the transfer by JCPS to YAG 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"), YAG 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 YAG 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 YAG to comply with all applicable provisions of FERPA with respect to any such data. YAG 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. YAG 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 YAG 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 YAG for the purposes of this Agreement. YAG will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

P. JCPS retains the right to audit YAG's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to YAG 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"), YAG agrees to:

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 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.

- R. YAG 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 Agreement.
- S. YAG 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 YAG 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 YAG staff, volunteers and contractors. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to YAG staff, volunteers and contractors.

II. Jefferson County Public Schools/Participating Schools agree to:

- A. At a school's request and with appropriate Assistant Superintendent's approval, allow the requesting school to implement the YAG program.
- B. Select students to participate.
- C. Provide time in the school day for the program.
- D. Provide classroom space for the program.
- E. Allow YAG to print student writing and promote the project to community contacts and possibly media outlets with parent/guardian written permission.
- F. Provide space for a publication celebration event.
- G. Only after JCPS IRB approval, help ensure that pre- and post-program surveys and publication release forms are distributed.

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 Agreement.

IV. Period of Performance:

This MOA shall be in effect for the period beginning September 1, 2022 and ending June 30, 2023.

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 YAG 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.

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 YAG.

VII. Equal Opportunity:

During the performance of this MOA, YAG 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 YAG 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 YAG.

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 Agreement:

This MOA contains the entire agreement between JCPS and YAG 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, with the effective date as of September 1, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D.
Superintendent

Date

YOUNG AUTHORS GREENHOUSE:

Jeannette Bahouth
Executive Director

Date