

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Louisville Free Public Library

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 Louisville Free Public Library ("the Louisville/Jefferson County Metro Government"), a vendor organized under the laws of the Commonwealth of Kentucky located at 301 York Street, Louisville, KY, US, 40203

WHEREAS access to the Louisville Free Public Library system is beneficial for all students in JCPS, students should gain access to physical library locations and free online resources.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and the Louisville/Jefferson County Metro Government, agree as follows:

1. Duties of JCPS:

- a. Receive unassigned library card numbers from "the Louisville/Jefferson County Metro Government"
- b. The JCPS Accountability, Research, and Systems Improvement (ARSI) department agrees to provide the Louisville/Jefferson County Metro Government with the data elements requested and according to the schedule designated in Attachment A.
- c. Load newly assigned library card numbers to Infinite Campus for online access by families and students.
- d. School librarians will receive physical the Louisville/Jefferson County Metro Government, cards and distribute to students.

2. Duties of the Louisville/Jefferson County Metro Government:

- a. Provide spreadsheet of unassigned library card numbers.
 - i. Receive spreadsheet with student information.
 - ii. Load student information to the Louisville/Jefferson County Metro Government, system and activate new library accounts.
 - iii. Print physical library cards and send to JCPS schools.

- b. The Louisville/Jefferson County Metro Government, acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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.
- c. If the performance of this Agreement involves the transfer by JCPS to the Louisville/Jefferson County Metro Government, 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”), the Louisville/Jefferson County Metro Government, and JCPS must manage the data transfer in accordance with FERPA requirements, and the Louisville/Jefferson County Metro Government, agrees to the following conditions:
 - i. Because the Louisville/Jefferson County Metro Government, is operating as a school official within the meaning of FERPA in respects to the services provided under this agreement, the Louisville/Jefferson County Metro Government, shall:
 - (a) 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.
 - (b) 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 the Louisville/Jefferson County Metro Government, 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.
 - (c) Require all employees, contractors, volunteers, and agents of the Louisville/Jefferson County Metro Government, to comply with all applicable provisions of FERPA with respect to any such data. the Louisville/Jefferson County Metro Government, shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) 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. the Louisville/Jefferson County Metro Government, 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 this agreement.

- (e) 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 the Louisville/Jefferson County Metro Government, 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.
- d. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- f. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with spreadsheet of library card numbers. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from the Louisville/Jefferson County Metro Government, responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit the Louisville/Jefferson County Metro Government, compliance with this agreement.
- k. The Louisville/Jefferson County Metro Government 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.

1. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS.

m. Liability Insurance: Pursuant to Ordinance No. 11, Series 2003, the Louisville/Jefferson County Metro Government is self-insured for all properly asserted General Liability claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense. In addition, the Louisville/Jefferson County Metro Government agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense covering Bodily Injury; Property Damage and Personal injury Liability under the Louisville Area Governmental Self Insurance Trust; as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000 per Occurrence under a Combined Single Limit format. The Louisville/Jefferson County Metro Government agrees to provide (name of contractor) with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested. The Trust Bylaws do not allow including additional insureds on Member's coverages, however, Broad Form Contractual Liability coverages provided.

Workers' Compensation Insurance: The Louisville/Jefferson County Metro Government maintains and appropriates funds for the Self-Insurance Program for Workers' Compensation coverage to the Louisville/Jefferson County Metro Government employees, the Louisville/Jefferson County Metro Government is in compliance with KRS.342.340 of the Workers' Compensation Act and has received the Certificate of Self Insurance as proof of ability to pay compensation claims.

- n. Require all the Louisville/Jefferson County Metro Government, 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 offenses.
 - 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.
- o. The Louisville/Jefferson County Metro Government, shall require all staff and volunteers 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.
- p. The Louisville/Jefferson County Metro Government, staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to the Louisville/Jefferson County Metro Government, During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to the Louisville/Jefferson County Metro Government.

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 the Louisville/Jefferson County Metro Government, who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

4. **Term**: This Agreement shall be effective commencing February 14, 2024 and shall terminate on February 13, 2025. The Agreement may be extended by mutual written agreement of JCPS and the Louisville/Jefferson County Metro Government.
5. **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, the Louisville/Jefferson County Metro Government, will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, the Louisville/Jefferson County Metro Government, shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and the Louisville/Jefferson County Metro Government.
7. **Independent Parties**: JCPS and the Louisville/Jefferson County Metro Government, 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.
8. **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.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and the Louisville/Jefferson County Metro Government, concerning the creation and distribution of library cards and numbers to students and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **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.
11. **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.
12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

Jefferson County Public Schools:

Louisville Free Public Library:

Lee Burchfield, Director
Lee Burchfield

Marty Pollio, Ed.D, Superintendent

Name and Title

Date: _____

Date: 1-31-2024

ATTACHMENT A

[Sample format of Data Request and Reporting Schedule to be agreed upon by partner and JCPS]

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2024	SY 2023-24	February 14 2024	February 21 2024
2024	SY 2024-25	August 28 2024	September 4 2024
2025	SY 2024-25	January 8 2025	January 15 2025

[Sample format of Data Elements Provided by Partner for Matching, table to be delivered by partner]

<p>Data Elements Given to JCPS by the Louisville/Jefferson County Metro Government,</p> <p>The Louisville/Jefferson County Metro Government, Card Number</p>

[Sample format of Data Elements Delivered to Partner table from JCPS]

Data Elements Fulfilled by JCPS	Delivery Notes
The Louisville/Jefferson County Metro Government, Card Number	Give their number back to them with data filled in
District Name	For each Student Record Collection Timeframe
Student First Name	For each Student Record Collection Timeframe
Student Last Name	For each Student Record Collection Timeframe
School Name	For each Student Record Collection Timeframe
School Location Number	For each Student Record Collection Timeframe
Student Address	For each Student Record Collection Timeframe
Expected Graduation Year	For each Student Record Collection Timeframe
Student Phone Number	For each Student Record Collection Timeframe
Student Grade Level	For each Student Record Collection Timeframe
Student Date of Birth	For each Student Record Collection Timeframe
Parent / Guardian Email Address	For each Student Record Collection Timeframe

ATTACHMENT B

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of _____ ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.
- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and

the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:
