



OK AS TO FORM
AMH 3-19-2024

Memorandum of Understanding
Between Louisville Free Public Library
And
JCPS Elev8 Student Learning Centers
For Partnership in Programming and Outreach

This Memorandum of Understanding (the "MOU") is entered into 04/16/24, by and between The Louisville Free Public Library- Western Branch and JCPS Elev8 Student Learning Centers.

Library Staff at Western Branch Library intend to partner with JCPS Elev8 Student Learning Centers in order to provide the following programs and services:

- Storytime
- ACT Prep
- Demonstrate Library Research Databases and Resources
- Demonstrate other electronic resources available with library card

These programs will be offered at no cost to JCPS. Services will be provided on site at JCPS Elev8 Student Learning Center.

All staff of the Louisville Free Public Library are employees of Louisville Metro Government. As such, all Louisville Free Public Library employees have background checks on file as part of the hiring process.

Include under requirements:

Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:

1. A state criminal record check;
2. A state and national criminal (fingerprint) history background check; AND
3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

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.

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 under this Agreement 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 5 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
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.


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.

5. If other party is religious affiliated:
OTHER PARTY will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with OTHER PARTY in the INSERT SERVICES provided under this Agreement shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious proselytizing or praying during the provision of the services; and shall not incorporate any religious symbols or references of any type in any resources or materials provided to the students as part of the services.
6. If any student information is shared FERPA language must be included:
 - a. If the performance of this Agreement involves the transfer by JCPS to OTHER PARTY 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"), OTHER PARTY agrees to:
 - i. 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.
 - ii. 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 OTHER PARTY 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.
 - iii. Require all employees, contractors, volunteers, and agents of OTHER PARTY to comply with all applicable provisions of FERPA with respect to any such data. OTHER PARTY shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
 - iv. 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. OTHER PARTY 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.

- v. 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 OTHER PARTY 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.
- vi. 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 OTHER PARTY for the purposes of this Agreement. OTHER PARTY will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- vii. JCPS retains the right to audit OTHER PARTY's compliance with the confidentiality requirements of this provision.

Natalie Woods
Louisville Free Public Library
Manager I Western Library


Louisville Free Public Library
Assistant Director