

**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 1314 Bluegrass Avenue, Louisville, Kentucky 40215.

WHEREAS JCPS schools are interested in implementing the Young Authors Greenhouse program, which strives to amplify the voices of students who are not just future leaders, but present-day leaders, and create a space for intergenerational learning through writing and book publication (hereinafter "Project").

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

**I. Duties of Jefferson County Public Schools/Participating Schools:**

- A. At a school's request and with Assistant Superintendent approval, schools may implement the YAG program.
- B. Participating schools will work with YAG to schedule an appropriate time for the programming and select students to participate.
- C. Provide classroom space for the program.
- D. Allow YAG to print student writing and promote the project to community contacts and possibly media outlets with parent/guardian written permission.
- E. Provide space for a publication celebration event.

**II. Duties of YAG:**

- A. Recruit 4-8 volunteers for each class of students.
  - 1. Provide information about the program to students' families.
  - 2. Run the program with the class each week, as arranged with the teacher.
  - 3. Hold a publication celebration event for participating teachers, students, and the students' families at the end of the school year (safety permitting).

0. Obtain signed photo and publication release forms from students' families.
  1. Print publication of student writing and give each student author two copies only after obtaining permission from students' guardians/parents.
  2. Promote the project to community contacts.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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:

- H. 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.
- I. 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.
- J. 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.
- K. YAG understands and agrees that the Project may not interfere with the instructional program of JCPS.
- L. 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.

### **III. General Conditions:**

- A. Both parties will designate individual(s) to serve as liaison 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.

### **VI. Period of Performance:**

This MOA shall be in effect for the period beginning July 9, 2025, and ending June 30, 2026.

### **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 if 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.

#### **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.

#### **VIII. 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.

#### **IX. 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.

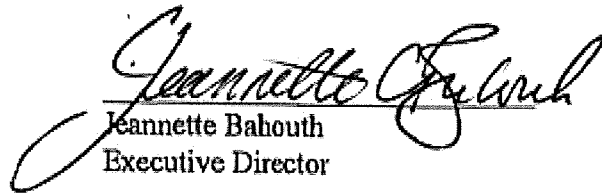
IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, with the effective date as of July 9, 2025.

**JEFFERSON COUNTY PUBLIC SCHOOLS:**

\_\_\_\_\_  
Dr. H. Brian Yearwood  
Superintendent

\_\_\_\_\_  
Date

**YOUNG AUTHORS GREENHOUSE:**

  
Jeannette Bahouth  
Executive Director

6-16-2025  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Old Kentucky Insurance 915 Lily Creek Road Louisville, KY 40243	<b>CONTACT NAME:</b> Kelly VanBuren	
	<b>PHONE (A/C, No, Ext):</b> 502-451-8800	<b>FAX (A/C, No):</b> 502-451-8866
	<b>E-MAIL ADDRESS:</b> kelly.vanburen@oldkyins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Old Guard Insurance Company	17558
<b>INSURED</b> Young Authors Greenhouse 1314 Bluegrass Ave Louisville, KY 40215	<b>INSURER B:</b> West Bend Insurance Company	15350
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		9727217	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			A879626	02/12/2025	02/12/2026	Each claim \$ 1,000,000 Aggregate Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Board of Education is an additional insured under policy 9727217

## CERTIFICATE HOLDER

## CANCELLATION

Board of Education of Jefferson County  
Attn: Insurance/Real Estate Dept  
3332 Newburg Rd.  
Louisville, KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Handwritten Signature]*

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