

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 ("LFPL"), 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 LFPL agree as follows:

1. Duties of JCPS:

- a. Receive unassigned library card numbers from LFPL.
- b. The JCPS Accountability, Research, and Systems Improvement (ARSI) department agrees to provide LFPL 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 LFPL cards and distribute to students

2. Duties of LFPL:

- a. Provide spreadsheet of unassigned library card numbers.
 - i. Receive spreadsheet with student information.
 - ii. Load student information to LFPL system and activate new library accounts.
 - iii. Print physical library cards and send to JCPS schools.
- b. 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 LFPL 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"), LFPL and JCPS must manage the data transfer in accordance with FERPA requirements, and LFPL agrees to the following conditions:
 - i. Because LFPL is operating as a school official within the meaning of FERPA in respect to the services provided under this agreement, LFPL 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 LFPL 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 LFPL to comply with all applicable provisions of FERPA with respect to any such data. LFPL 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. LFPL 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 LFPL 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 LFPL [lists of students, signed consent forms, etc]. 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 LFPL 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 LFPL's compliance with this agreement.
- k. LFPL 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.
- l. 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 Members' coverages; however, Broad Form Contractual Liability coverages are provided.

- n. Require all LFPL 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. LFPL 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. LFPL 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 LFPL. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to LFPL.
- r. LFPL will ensure that all confidential data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the data are no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. LFPL agrees to provide written notice in an email to icps.irbiefferson.kyschools.us within forty-five (45) days after the data is

destroyed outlining the date of destruction along with method of destruction.

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 LFPL 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 July 30, 2025, and shall terminate on July 30, 2025. The Agreement may be extended by mutual written agreement of JCPS and LFPL.

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, LFPL 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 data security as outlined above. LFPL 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. In the event of an immediate termination, LFPL 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 LFPL.

7. Independent Parties: JCPS and LFPL 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.

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.

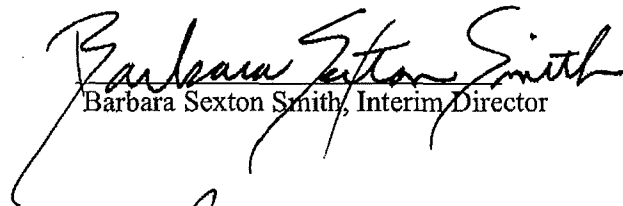
12. Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

Jefferson County Public Schools:

LFPL:

Dr. Brian Yearwood, Superintendent


Barbara Sexton Smith, Interim Director

Date: _____

Date: June 30, 2025

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Data Request and Reporting for Louisville Free Public Library (LFPL)

	School year		When JCPS will fulfill request
Record Collection Timeframe		When LFPL will submit request to JCPS	
2025	SY 2025-26	August 18 2025	September 10 2025
2026	SY 2025-26	January 5 2026	January 27 2026

Data Elements Given to JCPS by LFPL

Data Elements Given to JCPS by LFPL
LFPL Card Number

Data Elements Delivered to LFPL from JCPS

Data Elements Fulfilled by JCPS	Delivery Notes
LFPL 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

- 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:

Barbara Sophia Smith
Interim Executive Director

Date:

6/6/25