

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
**Young Men's Christian Association (YMCA) of Greater Louisville**

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 the Young Men's Christian Association of Greater Louisville (hereinafter "YMCA"), a 501(c)(3) not-for-profit social services organization located at 545 South 2nd Street, Louisville, KY 40202.

WHEREAS Louisville Metro Public Health & Wellness (hereinafter "LMPHW") has received settlement funds from the Kentucky Opioid Abatement Trust Fund and has awarded JCPS funding to support the JCPS Prevention Services and Programming project during (hereinafter "PSP"); and

WHEREAS JCPS and the YMCA desire for the YMCA to provide PSP-related programming during the YMCA's existing Child Enrichment Program (hereinafter "CEP");

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and YMCA agree as follows:

**1. Duties of JCPS:**

- a. JCPS will provide a subaward of \$90,865.52 to provide Character Strong programming during CEP at the YMCA's existing JCPS CEP sites in the 2026-27 and 2027-28 school years.
- b. JCPS will include documentation and justification provided by the YMCA for the YMCA's PSP-related expenses (see 2.a.iii) in financial reports submitted by JCPS to LMPHW.
- c. JCPS will report the data elements provided by the YMCA (see 2.a.iv and Attachment A) to LMPHW according to the quarterly schedule agreed upon by LMPHW and JCPS.

**2. Duties of YMCA:**

- a. YMCA will provide Character Strong programming during CEP as follows:
  - i. YMCA will purchase Character Strong Materials and train its staff to provide Character Strong programming using the \$90,865.52 subaward from JCPS (see 1.a).
  - ii. YMCA staff will provide Character Strong programming at the YMCA's existing JCPS CEP sites in the 2026-27 and 2027-28 school years.

- iii. YMCA will ensure that all PSP-related expenses meet the criteria for “Approved Uses” for Opioid Settlement funds outlined in the Distributor Settlement Agreement (Exhibit E, Schedule B: “Approved Uses”) and directly align with grant agreement terms and provide JCPS with proper backup documentation (proof of purchase and proof of payment for each expense, including but not limited to receipts, payroll records, utilities bills, vendor invoices, canceled checks, bank statements, etc.).
  - iv. YMCA will adhere to the data reporting requirements (data elements and reporting schedule) outlined in Attachment A.
- 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 YMCA 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”), YMCA and JCPS must manage the data transfer in accordance with FERPA requirements, and YMCA agrees to the following conditions:
  - i. If YMCA requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to YMCA before the JCPS IRB-approved informed consent process has been executed. In this case, YMCA does not function as an exception under FERPA. YMCA is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. YMCA must deliver copies of the signed authorization to JCPS upon request.
  - ii. If YMCA has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then YMCA 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 YMCA 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 YMCA to comply with all applicable provisions of FERPA with respect to any such data. YMCA 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. YMCA 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 YMCA 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. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- e. 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.
- f. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- g. Acknowledges that JCPS retains the right to audit YMCA's compliance with this agreement.
- h. YMCA 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.
- i. 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.

- j. 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. Require all YMCA 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.
- l. YMCA 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.
- m. YMCA staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- n. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to YMCA. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to YMCA.

### **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 YMCA 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 January 21, 2026 and shall terminate on July 31, 2028. The Agreement may be extended by mutual written agreement of JCPS and YMCA.
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, YMCA 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, YMCA 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 YMCA.
7. **Independent Parties:** JCPS and YMCA 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 YMCA concerning the YMCA 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:**

\_\_\_\_\_  
Brian Yearwood, Ed.D.  
Superintendent  
Pending Board Approval

Date: \_\_\_\_\_

**YMCA of Louisville:**

\_\_\_\_\_  
Gary A. Cobbs  
President/CEO

Date: 2/3/2024

## ATTACHMENT A

### *Data Request and Reporting Schedule*

Data Elements Fulfilled by YMCA	Delivery Notes
Number of YMCA staff completing Character Strong training	
Number of Character Strong sessions	
Number of unique students attending Character Strong sessions	
Number of Character Strong training opportunities or sessions offered for educators	Total # of training sessions for YMCA staff
Percent of JCPS CEP sites administering Character Strong training	Target is 100%

### Reporting Schedule

Record Collection Timeframe	School year	JCPS will submit request to YMCA on or before	YMCA will fulfill request on or before
1/21/26 - 2/28/26*	SY 2025-2026	March 1, 2026	March 8, 2026
3/1/26 - 5/31/26*	SY 2025-2026	June 1, 2026	June 8, 2026
6/1/26 - 8/31/26	SY 2025-2026 SY 2026-2027	September 1, 2026	September 8, 2026
9/1/26 - 11/30/26	SY 2026-2027	December 1, 2026	December 8, 2026
12/1/26 - 2/28/27	SY 2026-2027	March 1, 2027	March 8, 2027
3/1/27 - 5/31/27	SY 2026-2027	June 1, 2027	June 8, 2027
6/1/27 - 8/31/26	SY 2026-2027 SY 2027-2028	September 1, 2027	September 8, 2027
9/1/27 - 11/30/27	SY 2027-2028	December 1, 2027	December 8, 2027
12/1/27 - 2/29/28	SY 2027-2028	March 1, 2028	March 8, 2028
3/1/28 - 5/31/28	SY 2027-2028	June 1, 2028	June 8, 2028
6/1/28 - 6/30/28	SY 2027-2028	June 30, 2028	July 8, 2028

\*YMCA will begin student programming and/or services starting in the 2026-2027 school year, although staff training may begin prior to the first day of school.