

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Gilda's Club Kentuckiana

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 Gilda's Club Kentuckiana (hereinafter "Gilda's Club"), a Kentucky nonprofit, located at Grinstead Drive, Louisville, Kentucky 40204.

WHEREAS Gilda's Club, the first cancer support community in the area, will provide psychosocial and bereavement support, and share information and resources with JCPS students and families (hereinafter "Program"). Gilda's Club will provide Program services during school (at the invitation of the school principal) and/or out of school time in a variety of formats such as one-time sessions or multiple sessions for small groups.

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

1. Duties of JCPS:

- a. Support Gilda's Club in obtaining parental consent for services.
- b. Provide a JCPS liaison to plan, manage, and support schools with logistics for the Gilda's Club Program's implementation.

2. Duties of Gilda's Club:

- a. Provide psychological and bereavement support services and share resources and information with JCPS families. Gilda's Club will plan, manage, and support Gilda's Club staff, including vetting to ensure they provide valuable services to school age youth and meet the following conditions.
 - i. During school and/or OST provide one time educational or supportive "What is Cancer?" or "How to Cope with Cancer" workshop to an identified group of students led by a mental health professional (e.g. social worker, counselor, art therapist, psychologist, marriage and family therapist) and/or a Master's-level mental health student under supervision.
 - ii. And/or during school and/or out of OST provide a short-term (max. 6.8 sessions) support group for a small group of students who fit in the same cancer-status (e.g. living with cancer themselves, living with a family member with cancer, or bereaved) lead by a mental health professional (e.g. social worker, counselor, art therapist, psychologist, marriage and family therapist) and/or Master's-level mental health student under supervision.

- iii. OST might include additional family programming at the schools or other sites at the discretion of the principal.
 - iv. Collect parental consents for students to participate in the programs provided.
- b. Acknowledges that JCPS will not provide any data to Gilda's Club.
- c. Acknowledges that JCPS retains the right to audit Gilda's Club's compliance with this agreement.
- d. Gilda's Club 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.
- e. 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.
- f. 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.
- g. Require all Gilda's Club 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.
- h. Gilda's Club 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.

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

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 Gilda's Club 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 April 1, 2026, and shall terminate on April 1, 2027. The Agreement may be extended by mutual written agreement of JCPS and Gilda's Club.

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, Gilda's Club 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. In the event of an immediate termination, Gilda's Club 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 Gilda's Club.

7. **Independent Parties**: JCPS and Gilda's Club 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 Gilda's Club concerning the Gilda's Club 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:

Gilda's Club Kentuckiana:

Dr. H. Brian Yearwood, Superintendent



Karen Morrison, President & CEO

Date: _____

Date: 3-13-26