

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
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 nonprofit organization, with its principal place of business at 930 W Chestnut St, Louisville, KY 40203.

WHEREAS, the YMCA of Greater Louisville has been awarded funding through the U.S. Department of Health and Human Services, Administration for Children and Families (ACF), Sexual Risk Avoidance Education (SRAE) Program to implement the YMCA Healthy Relationships Program (YHRP) during the 2026-2027 school year;

WHEREAS, the YMCA Healthy Relationships Program utilizes the evidence-based Love Notes Sexual Abstinence Only (Love Notes AO) curriculum to provide prevention education that promotes healthy decision-making, self-regulation, goal setting, healthy relationships, future orientation, and avoidance of non-marital sexual activity and other youth risk behaviors;

WHEREAS, JCPS and the YMCA desire to collaborate to provide evidence-based healthy relationship education and related youth development opportunities to students throughout Jefferson County Public Schools;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, JCPS and the YMCA agree to collaborate in support of the YMCA Healthy Relationships Program as described in this Agreement.

I. YMCA agrees to:

- a) Offer implementation of the Love Notes Abstinence Only (Love Notes AO) curriculum to participating JCPS schools through trained YMCA facilitators and/or trained school-based facilitators.
- b) Provide training and technical assistance for JCPS staff interested in becoming certified Love Notes facilitators, including ongoing support related to program implementation, quality assurance, and sustainability.
- c) Support interested students in becoming Peer Facilitators and provide training, coaching, and leadership development opportunities to assist them in co-facilitating the curriculum alongside approved adult facilitators, when appropriate.

- d) Provide curriculum materials necessary for program implementation, including participant journals, facilitator manuals, handouts, assessments, activity materials, and other program resources.
- e) Provide technical assistance to participating schools regarding program planning, scheduling, implementation, and evaluation.
- f) Connect participating youth to additional YMCA Healthy Relationships Program opportunities and family engagement activities as available.
- g) Offer eligible youth who successfully complete program requirements a six-month YMCA youth membership, subject to YMCA membership policies and funding availability.
- h) Ensure that the Love Notes AO curriculum is delivered in accordance with evidence-based program standards and grant requirements, including maintaining content that is medically accurate, age-appropriate, culturally responsive, and trauma-informed.
- i) Prior to collecting any data or information from JCPS students or staff, including the administration of surveys, questionnaires, interviews, focus groups, observations, or other evaluation activities associated with this Project, YMCA (through Indiana University Southeast) shall obtain approval from the JCPS Institutional Review Board (IRB), as applicable under JCPS policies and procedures. YMCA (through Indiana University Southeast) is responsible for submitting all required IRB materials and securing any necessary approvals before initiating evaluation activities.
- j) YMCA and Indiana University Southeast may not provide any data or information on the Project to a third-party organization except as permitted by applicable law and approved agreements.
- k) Not use the name or logo of JCPS or the name of any JCPS school in printed materials, websites, social media, or promotional materials without prior approval from the JCPS Chief of Communications.
- l) Require all employees, volunteers and contractors (including employees of contractors) of YMCA performing services on JCPS school premises during JCPS school hours under this Agreement submit per KRS 160.380 to a national and state criminal history background check by 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 and neglect records maintained by the Cabinet for Health and Family Services.
- m) 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.

- n) 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 6 below.
 - 4) Any convictions for deadly weapon-related offenses.
 - 5) Any conviction for drug-related offenses, including felony drug offences, 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.
- o) YMCA 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 YMCA.
- p) 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 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 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.

- 3) 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.
- 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. 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 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 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.
- 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 YMCA for the purposes of this Agreement. YMCA will require all employees, contractors, volunteers, or agents of any kind to comply with this provision

II. JCPS retains the right to audit YMCA's compliance with the confidentiality requirements of this provision. 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 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 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.

- 3) 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.
- n. 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, 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.
- o. 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.
- p. YMCA 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.
- q. YMCA understands and agrees that the Project may not interfere with the instructional program of JCPS.
- r. To the extent that JCPS facilities are closed to students or restricted to visitors, 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 staff, students, volunteers or contractors.

III. JCPS agree to:

- a) Support participating schools in identifying a designated staff member to serve as the primary point of contact for the YMCA Healthy Relationships Program and, when applicable, participate in Love Notes facilitator training and program coordination activities.
- b) Communicate the availability of the YMCA Healthy Relationships Program to JCPS schools and permit implementation at schools that elect to participate, subject to applicable JCPS policies, procedures, and approval processes.
- c) Assist participating schools in coordinating program logistics, including scheduling, space availability, student recruitment, and communication with students and families, as appropriate.

- d) Encourage collaboration between participating school staff and YMCA personnel to support successful implementation of the program and related evaluation activities.

III. General Conditions

- a) Both parties will designate individual(s) to serve as liaison in order 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 Agreement pursuant to Article V of this Agreement.

IV. Period of Performance

This Agreement shall be in effect for September 22, 2026 through June 30, 2027. School Year. Either party may terminate this Agreement by giving the YMCA 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement immediately in the event that 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.

V. Termination

The Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to YMCA for its failure to cure a material breach of this Agreement.

VI. Modification

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and YMCA.

VII. Equal Opportunity

During the performance of this Agreement, YMCA 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.

VIII. Independent Parties

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that YMCA 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 YMCA.

IX. Captions

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

X. Entire Agreement

This Agreement contains the entire Agreement between JCPS and YMCA and supersedes any and all prior Agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of September 22, 2026.

JEFFERSON COUNTY PUBLIC SCHOOLS

Brian Yearwood, Ed.D.
Superintendent

Date

YMCA OF GREATER LOUISVILLE



Gary A. Cobbs
President & CEO

9-2-26

Date



YMCAOFG-01

RHAWKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2026

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).

PRODUCER Jeffersonville / AssuredPartners NL 4500 Town Center Blvd., Suite 200 Jeffersonville, IN 47130	CONTACT NAME: Riley Hawks	
	PHONE (A/C, No, Ext): (812) 206-5512 1512 FAX (A/C, No):	
	E-MAIL ADDRESS: riley.hawks@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance A Mutual Company	22543
INSURED YMCA Of Greater Louisville, Inc. YMCA of Southern Indiana, Inc. 545 South Second Street Louisville, KY 40202	INSURER B : Allied Eastern Indemnity Co.	11242
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		20-CP-003326040-6	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			20-A-003326041-6	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			20-CU-003326043-6	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	003-0000108991-2026A	7/1/2026	7/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured with regards to the General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Public School
P.O. Box 34020
Louisville, KY 40232

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