

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Family and Children's Place Inc.**

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 Family and Children's Place Inc. (hereinafter "FCP") with its principal place of business at 525 Zane St, Louisville KY 40203.

Whereas FCP has been awarded a 21st Century Community Learning Centers (21st CCLC) grant from the Kentucky Department of Education (hereinafter "KDE") to provide academic, artistic, and cultural enrichment opportunities for students attending Meyzeek Middle School (hereinafter "Meyzeek").

Whereas the Parties wish to outline in writing their mutual understanding of a partnership to provide students with academic programs and a broad array of activities that can complement their regular academic programs while also promoting youth development; and to offer literacy and other educational services to the families of participating students.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this MOA, JCPS and FCP agree that they will collaborate on the services described below.

1. Duties of JCPS/Meyzeek:

- a. Help recruit certified Meyzeek teachers to participate in the afterschool and summer program.
- b. Provide adequate space for the afterschool and summer programs, access to the gym and other space for enrichment activities. Such facilities shall be available during program hours and such use shall not interfere with the instructional program of JCPS.
- c. Allow school staff to promote the program to families and help in identifying and recruiting students for the program.
- d. Provide a school representative to serve on the Advisory Council, which meets quarterly.
- e. Allow school and district staff to review and comment on the annual 21st CCLC local evaluation and assist with program improvement.
- f. Support terms of the 21st CCLC grant as needed to demonstrate compliance and adhere to grant guidelines.

2. Duties of FCP:

- a. Comply with the applicable requirements of all JCPS policies and State and federal statutes, laws, executive orders, regulations, policies, and award conditions governing the 21st Century Community Learning Centers program.
- b. Provide high-quality after-school and summer academic interventions, homework help, tutoring, and enrichment activities to low-performing students attending Meyzeek.
- c. Ensure the program and academic services provided are aligned with the school's curriculum in the core subject areas as determined by JCPS.
- d. Use the KDE parent permission form cited in FY23 21st CCLC Cycle 20 RFA to obtain written parental/guardian permission to share educational data on participating students with KDE to comply with the 21st CCLC grant reporting requirements.
- e. Obtain registration data required to comply with the 21st CCLC grant reporting requirements directly from the Meyzeek school administrator serving as FCP site coordinator as advised by KDE and their external evaluator. Registration data that Meyzeek may provide include: Student information for Registration - Gender, Grade Level, Lunch Status, Race/ethnicity, and Registration by special needs. The APR outcome data required for 21st CCLC grant monitoring are obtained directly from KDE by the grant evaluator, Indiana University, not from Meyzeek or JCPS central office.
- f. 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.
- g. 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.
- h. If the performance of this Agreement involves the transfer by JCPS to FCP 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"), FCP and JCPS must manage the data transfer in accordance with FERPA requirements, and FCP agrees to the following conditions:
 - i. If FCP 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 FCP

before the JCPS IRB-approved informed consent process has been executed. In this case, FCP does not function as an exception under FERPA. FCP 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. FCP must deliver copies of the signed authorization to JCPS upon request.

- ii. If FCP has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then FCP 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 FCP 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 FCP to comply with all applicable provisions of FERPA with respect to any such data. FCP 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. FCP 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 FCP 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.
- i. 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.

- j. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- k. Acknowledges that JCPS retains the right to audit FCP's compliance with this agreement.
- l. FCP 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 6 of this Agreement.
- m. 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.
- n. 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.
- o. Require all FCP 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.
- p. FCP 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.

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

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 (FERPA), 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 FCP 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 October 1, 2023 and shall terminate on September 30, 2024. The Agreement may be extended by mutual written agreement of JCPS and FCP.

- 5. Payment:** FCP will provide funding to JCPS in accordance with the budget in Attachment A. FCP will provide funding not to exceed \$21,944 only in accordance with the terms of the Agreement. JCPS billing for reimbursement must include (a) the cost categories as outlined in the approved Attachment A, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized JCPS officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as "FINAL" and shall be submitted no later than 60 days after the Agreement's end date. Any reimbursement requested that does not comply with this Agreement and any process or procedure shall not be honored.

Invoices should be submitted to:

Linda Portaro - Billing/Invoice Contact

Family and Children's Place

525 Zane Street

Louisville, KY 40203

502-893-3900, extension 257

Linda.Portaro@impactvllc.com

6. **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, FCP 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, FCP shall not be permitted to continue to provide services after receipt of the notice of termination.
7. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and FCP.
8. **Independent Parties**: JCPS and FCP 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.
9. **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.
10. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and FCP concerning the 21st CCLC at Meyzeek and supersedes all prior agreements, either written or oral, regarding the same subject matter.
11. **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.
12. **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.
13. **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:

Marty Pollio, Ed.D, Superintendent

Date: _____

Family and Children's Place, Inc.

Pam Darnall

Pam Darnell
Chief Executive Officer

Date: 8/27-23

21st Century Community Learning Center Budget - Meyzeek Middle School

July 1, 2021 - June 30, 2024

ATTACHMENT A

KDE 21st Century Community Learning Centers - subcontract

Meyzeek Middle School - Charles Marshall

August 1, 2023 - June 30, 2024

OBJECT CLASS CATEGORIES	2023-24	
	Amount Requested	In-Kind
Personnel (2% increase in years 2 and 3)		
<i>Academic Year-Extended Service</i>		
2 Certified Teachers- \$15/hr x 4 hours per week @ 30 weeks (tutoring)	\$3,600	
2 Certified Teachers- \$50.04/hr x 4 hours per week @ 30 weeks (instruction)	\$12,010	
<i>Summer-Extended Service</i>		
2 Certified Teachers- \$50.04/hr x 2.5 hrs/day x 8 days	\$2,002	
Fringe Benefits		
<i>AY Extended Service</i>		
Certified Teachers - tutoring	\$713	
Certified Teachers - instruction	\$2,379	
<i>Summer</i>		
Certified Teachers - instruction	\$396	
<i>Indirect Costs @ 4.00%</i>	\$844	
Total	\$21,944	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2023

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 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 Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-585-3277 E-MAIL ADDRESS: info@sterlingthompson.com FAX (A/C, No): 502-585-3306
INSURED Family & Children's Place, Inc P. O. Box 3784 Louisville KY 40201-3784	INSURER(S) AFFORDING COVERAGE INSURER A : Secura Insurance INSURER B : Clearpath Mutual INSURER C : Chubb INSURER D : INSURER E : INSURER F :
FAMI&CH-01	NAIC # 22543 16273 20281

COVERAGES**CERTIFICATE NUMBER:** 661569217**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CP3178546	5/24/2023	5/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		A3178547	5/24/2023	5/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> CLAIMS-MADE	Y		CU3178548	5/24/2023	5/24/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0000550	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A C	Abuse/Molestation Social Services E & O Fidelity Bond	Y Y Y		CP3178546 68027709	5/24/2023 5/24/2023	5/24/2024 5/24/2024	Occurrence 1,000,000 Per Occurrence 1,000,000 Crime 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson County Board of Education is listed as Additional Insured.

CERTIFICATE HOLDER

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

CANCELLATION

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

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