

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO VALLEY EDUCATIONAL COOPERATIVE
AND
BOARD OF EDUCATION OF JEFFERSON COUNTY,
KENTUCKY**

This Agreement is made and entered into as of October 25, 2023, by and between Ohio Valley Educational Cooperative, herein referred to as “OVEC” and the Board of Education of Jefferson County, Kentucky dba Jefferson County Public Schools, herein referred to as “District,” or “sub-recipient.”

Whereas OVEC received funding from the Kentucky Department of Education (KDE) for the New Teacher Induction Grant ESSER II in the 2022-2023 fiscal year. Whereas OVEC established the First-Time, Long-Time program for supporting new teachers. Whereas OVEC’s Board of Directors approved continuation funding for this program for the current fiscal year.

1. District is one of OVEC’s 14 member districts.
2. The purpose and goal of the Project is to recruit new teachers for the district, retain existing teachers, and provide mentoring and professional learning for participants.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. SERVICES OF DISTRICT. District agrees to
 - A. Receive up to \$20,353 of OVEC funds which shall be used for tuition reimbursement, tuition payments directly to universities, costs for rank change programs, or other expenses related to educator preparation program participation for teachers meeting the following categories (a, b, c, or d):
 - a. New Teachers

- i. Enrolled in an educator preparation program approved by the Kentucky Education Professional Standards Board,
 - ii. Engaged in an alternate route to initial teacher certification OR approved for an emergency teaching certificate, AND
 - iii. Having fewer than three years of experience
 - b. Teachers having more than three years of experience and pursuing an additional certification approved by the district.
 - c. Classified Staff participating in the Option 9 expedited route to certification.
 - d. Participants in Continuing Education Option rank change programs.
- B. Require teachers receiving tuition reimbursement to attend a monthly one-hour online support session with OVEC staff in October 2023, November 2023, January 2024, February 2024, March 2024, April 2024, August 2024, and September 2024. Teachers shall be permitted to view recordings of sessions to satisfy this requirement.
- C. Require teachers receiving tuition reimbursement to attend a one-day new teacher conference in June 2024.
- D. Require teachers to enter into a three-year service requirement agreement with the district as a condition of receiving tuition reimbursement.
- E. If approved by the Sub-recipient's Institutional Review Board, herein referred to as "IRB," participating teachers may complete evaluation surveys developed by the project evaluator.
- F. If approved by the Sub-recipient's IRB, OVEC may, upon request, visit participating teachers' schools and classrooms for a supportive classroom visit.

2. SERVICES OF OVEC. OVEC agrees to

- A. Provide up to \$20,353 of funds to the district within 60 days of receipt of invoice.
- B. Assign staff with professional learning experience to coordinate and provide services described in 1.B and 1.C.
- C. Provide sample service requirement agreements for the District.
- D. Provide materials from online support sessions and the one-day new teacher conference to the District for the District's use with new teachers in subsequent years.
- E. For any projects involving program evaluation, monitoring activities, data collection, or research of any kind, Sub-recipient student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), Sub-recipient complies with the federal definition of 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 Sub-recipient IRB and shall not begin before approval is secured from the Sub-recipient IRB.
- F. If the performance of this Agreement involves the transfer by Sub-recipient to Grantor 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"), Grantor agrees to:
 - i. 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.
 - ii. 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 Grantor and its employees,

contractors, volunteers, and agents, without prior approval of Sub-recipient, Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary to fulfill this Agreement.

iii. Require all employees, contractors, volunteers, and agents of Grantor to comply with all applicable provisions of FERPA with respect to any such data. Grantor shall require and maintain confidentiality agreements with each contractor, volunteer, or agent with access to data pursuant to this Agreement. Grantor shall require that each employee with access to data as outlined herein is informed of its confidential nature and is required to maintain its confidentiality on terms no less restrictive than those contained herein or as otherwise required by applicable law.

iv. 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. Grantor shall notify Sub-recipient 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.

v. 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 Grantor 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.

vi. Destroy or return to Sub-recipient any such data obtained under this Agreement within thirty days (30) after the date by which Grantor no longer needs it for the purposes of this Agreement. Grantor will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

G. Sub-recipient retains the right to audit Grantor's compliance with the confidentiality requirements of this provision.

H. Grantor 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 Sub-recipient to immediately terminate this Agreement pursuant to Article 6 of this Agreement.

3. TERM. The term of this Contract will commence on October 25, 2023 and will terminate on September 30, 2024.

4. COMPENSATION. As compensation for District's services, OVEC agrees to pay Sub- Recipient the sum of \$20,353.00 during the term of this Contract. On or before the first Friday of each month, District will submit a claim or invoice with reasonable documentation to support the amount claimed for services rendered during the prior month. OVEC will pay proper claims/invoices within sixty days upon OVEC's receipt of the claim/invoice. In no event will OVEC be obligated to pay District more than the above amount during the term of this Contract for ALL services furnished by District.

5. NO WARRANTY. District will use its best efforts in good faith to perform the services and achieve the results of this agreement. However, District makes no representations or warranties that its services will result in the desired outcomes.

6. TERMINATION. This Contract may be terminated by either party with thirty (30) days' written notice. Upon such termination, OVEC agrees to pay District for services actually provided to date of termination.

7. INSURANCE. The District agrees that the District is self-insured. Further, the District affirms that its employees and any subcontractor who will be on OVEC's property and acting on the District's behalf in performance of this Contract are covered by Workers Compensation Insurance and shall in no event be

entitled to any such coverage from OVEC.

8. GENERAL PROVISIONS.

- a. Binding Effect; Assignment. This Contract and all of the terms, provisions, and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. District may not assign this Contract, or any of its rights or obligations hereunder, without the prior written consent of OVEC. Any attempted assignment in violation of this Section by District of its rights or obligations under this Contract, whether by operation of law or otherwise, shall have no force and effect.
- b. Entirety. The provisions contained in this Agreement and the Proposal Abstract and Proposal Narrative set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.
- c. Modification. This Contract may not be modified or amended except by written agreement.
- d. Governing Law. This Contract shall be interpreted and enforced in accordance with the laws of the State of Kentucky.
- e. Attorney Fees. The prevailing party in any action to construe or enforce this Contract will be entitled to payment by the other party of its reasonable and documented attorney fees and costs incurred in the preparation, prosecution, and appeal of such action. The recovery of attorney fees and costs shall be in addition to any other relief or judgment obtained.
- f. Notice. All notices, requests and other communications required or permitted under the terms of this Contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; or (ii) private overnight express courier (for example, Federal Express) to the parties at the following addresses:

- District: ATTN: Aimee Green-Webb, Jefferson County Public Schools, 3332 Newburg Road, Louisville, KY 40218.
- OVEC: Jason Adkins, 100 Alpine Drive, Shelbyville, KY 40065

Notices shall be deemed effective upon receipt or three (3) days after mailing in accordance with the provisions of this Section. Either party wishing to change its address for notice purposes may do so by giving the other party written notice of the new address in the manner set forth above.

- g. Extended: This Agreement may be extended by the mutual written agreement of OVEC and District.
- h. Severability. Should any term or provision of this Contract be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof.
- i. Waiver. Failure of either party to enforce the provisions of this Contract or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.
- j. Survival. Except as otherwise provided in this Contract, all representations and warranties made by either party shall survive the termination of this Contract for any reason.

k. Consent to Jurisdiction, Venue and Service. District consents and agrees that all legal proceedings relating to the subject matter of this Contract shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. District consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

District:
BY: _____
Title: Superintendent

OVEC:
BY: 
Title: Chief Executive Officer