

**AGREEMENT  
BETWEEN  
LOUISVILLE NATURE CENTER, INC.  
AND  
JEFFERSON COUNTY BOARD OF EDUCATION**

**THIS AGREEMENT** is entered into between the **LOUISVILLE NATURE CENTER, INC** ("LNC"), located at 3745 Illinois Avenue, Louisville, KY 40213 and Jefferson County Board of Education ("JCBE") dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232.

WHEREAS LNC has been awarded funds in the amount of \$74,000 ("Grant Funds") for the purpose of managing a Project titled "People for Pollinators" ("Project"). The grantor is the North American Partnership for Environmental Community Action (NAPECA); and

WHEREAS, LNC desires to use the Grant Funds to implement the Project at participating JCPS schools as contemplated by this Agreement; and

WHEREAS the Project contemplated by this Agreement is of mutual interest and benefit to LNC and JCPS.

THEREFORE LNC and JCPS (the Parties") mutually agree as follows:

LNC agrees to:

- 1) Hire a Project manager and, if applicable, garden assistants and recruit volunteers to install and maintain pollinator gardens at each JCPS school that chooses to participate in Project.
- 2) Use the Grant Funds to purchase and pay for all supplies and equipment needed for the installation of a pollinator garden at each participating JCPS school.
- 3) Create and lead a steering committee of garden site-based members to design a long-term urban wildlife and microhabitat initiative with long-term maintenance components at each participating JCPS school.
- 4) Work in partnership with each participating JCPS school's garden initiatives to enhance existing school gardens and create awareness for the value of pollinator plants within an edible garden environment.
- 5) Develop and implement systems for measuring objectives, monitoring, evaluating, and reporting Project progress with focus on Next Generation Science standards at each participating JCPS school.
- 6) Perform pollinator garden maintenance at each participating JCPS school on a timely basis throughout the calendar years of 2016 and 2017 including the summer months.
- 7) Create informal partnerships with parent-teacher-student groups and assist with on-site hands-on pollinator education programs at each participating JCPS school.
- 8) Meet periodically with on-site education staff at each participating JCPS school to review activities and discuss progress.

- 9) Require all LNC employees/volunteers participating in the Project to comply with all federal and state laws and regulations and all JCBE 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 (KERPA) and JCBE policies and procedures for volunteers and visitors entering JCPS facilities.
- 10) Require all LNC employees/volunteers participating in the Project to complete a Criminal Records Check per Kentucky law and JCBE requirements. Employees/volunteers convicted of or pleading guilty to sexual or drug offenses or any felony offense shall not be considered.
- 11) Be solely responsible for the supervision of the LNC Project Manager, Project Assistant(s) and volunteers participating in the Project and be liable to JCPS for any negligent or wrongful acts of such individuals.
- 12) Maintain appropriate insurance for its obligations under this Agreement and provide proof of insurance coverage to JCPS upon request.

If the performance of this Agreement involves the transfer by JCPS to LNC of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), LNC agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than LNC and its employees, contractors and agents without the approval of JCPS.
- Require all employees, contractors and agents of LNC to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of LNC, a legitimate interest 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 published results of studies.
- Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by LNC for the purposes of the Project.

JCPS agrees to:

- 1) Allow individual JCPS schools to participate, at the discretion of each school, in the Project for the term of this Agreement.
- 2) Require each school choosing to participate to agree to the following:
  - Attend a focus group meeting to kick off Project and discuss educators' expectations for placement of the school's pollinator garden, ways to utilize the pollinator garden as a resource for promoting Next Generation Science standards and develop a plan to allow educators, students and LNC Project Manager to coordinate the onsite work plan.
  - Allow the LNC Project Manager and school point person(s) to establish a plan for installation, maintenance and monitoring of the pollinator garden on the school site and gather ideas for integrating measurement and monitoring systems for pollinator activities. The program will be designed with flexible parameters in order to be specifically adapted to differences in populations and learning styles. The LNC People for Pollinators team (Project Manager, Project Assistant(s) and volunteers) will install and maintain the



pollinator garden, and school point person(s) will have the option to involve teachers and students in the process. The school point person(s) will also have the opportunity to incorporate data gathering and statistical results into current lesson plans in order to meet Next Generation Science standards. Each school may also choose to elect a student-watch group to participate in hands-on education in the People for Pollinators garden activities to measure data such as growth, efficacy and health of pollinators.

- Allow LNC Project Manager, Project Assistant and volunteers to install and maintain the on-site pollinator garden, work on-site alongside school educators and students and have access to the school's water supply as needed.

## **2. Period of Performance:**

Performance under this Agreement shall begin July 1, 2016 and shall not extend beyond the estimated completion date of December 31, 2017 ("Term") unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing. LNC agrees to give JCPS notice in writing of its intention to continue the Project not less than 60 days prior to the completion date.

JCPS shall have complete discretion to decide whether to continue the Project after December 31, 2017.

## **3. Severability:**

If a court of competent jurisdiction holds any provisions of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of the 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.

## **4. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by either LNC or JCPS upon ten business day's written notice to the other party for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately by JCPS should the funding provided to LNC be withdrawn, rescinded or otherwise cancelled beyond the control of LNC.

LNC represents to JCPS that as of date of signing this Agreement, LNC has no reason to believe that the funding will be withdrawn, rescinded or cancelled.


## **5. Modification:**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved through the Jefferson County Public Schools.

## **6. Entire Agreement:**

The Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the Parties, constitute the entire understanding between the Parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto.

**LOUISVILLE NATURE CENTER:**

By:   
Kathy Morris, Director

Date: 4-11-16

**JEFFERSON COUNTY BOARD OF EDUCATION:**

By: \_\_\_\_\_  
Dr. Donna Hargens, Superintendent

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