

# MEMORANDUM OF AGREEMENT

between

Community Foundation of Louisville

And

Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into effective commencing on the 26th day of October, 2016, by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the Community Foundation of Louisville ("CFL") as fiscal sponsor of the BOUNCE Coalition Project ("BOUNCE").

Through the collaboration of diverse community partners, BOUNCE is addressing the root causes of poor health in the most vulnerable children by implementing a trauma-informed model for JCPS within a Whole School, Whole Community, and Whole Child Coordinated School Health. The goal is to infuse and sustain trauma awareness, knowledge, and skills into the organizational cultures, practices, and policies of JCPS and Out-of-School Time (OST) provider agencies so they can use the best available science to facilitate the resiliency of the child and family.

WHEREAS, JCPS and CFL recognize that a partnership between CFL (BOUNCE) and JCPS through Semple and Wheatley Elementary Schools and if funding becomes available up to an additional five schools, can lead to more resilient children and families, an improved educational environment, and possible increased academic achievement for students and teachers at Semple and Wheatley Elementary Schools and up to five additional schools to be determined;

THEREFORE, JCPS and CFL agree as follows:

## 1. Duties of JCPS:

- JCPS shall identify a retired counselor to staff the counseling office, allowing time for the full-time counselor to conduct resiliency training and work with students and teachers in the classroom.
- JCPS shall allow new Semple and Wheatley staff, teachers, and administrators to participate in ten (10) hours of training in the evidence-based curriculum provided by the National Child Traumatic Stress Network.
- JCPS shall assist in identifying up to five new schools to expand the program for the 2017-2018 school year if funding becomes available through CFL.
- If funding becomes available through CFL, JCPS shall allow staff from up to five additional schools to participate in the program.
- JCPS shall work with the BOUNCE Coalition to train Semple and Wheatley staff as well as conduct three trainings for parents/guardians of Semple and Wheatley students.
- JCPS shall assign Beverly Winsch, Evaluation Specialist, to serve as project evaluator for the project, and JCPS will contribute a portion of her time as outlined in Attachment A.
- JCPS personnel shall be accountable for fulfillment of the contractual agreement working with the BOUNCE Executive Committee and BOUNCE Project Manager.

## 2. Duties of CFL: In consideration for the terms herein, CFL shall provide funding to JCPS as outlined in Attachment A for:

- A retired counselor at a rate of \$65 per hour to work six (6) hours per week for four (4) weeks.
- Stipends for new Semple and Wheatley Elementary staff, teachers, and administrators to complete three (3) hours of the ten (10) hours of training.
- Reimbursement of effort by Beverly Winsch at a rate of \$65 per hour up to 154 hours for program evaluation services.
- If funding becomes available, CFL will issue a written amendment to this Agreement to increase the payment to JCPS to accommodate stipends for the staff of up to five additional schools to complete 3 hours of training prior to October 1, 2017.

**3. Payment:** The amounts to be paid by CFL to JCPS under this Agreement will total \$13,354 as outlined in Attachment A and will be forwarded to JCPS in three payments when CFL receives complete and accurate invoices from JCPS, the first invoice to be forwarded to the CFL upon final execution of this Agreement, the second and third invoices to be forwarded to the CFL on March 15, 2017 and September 15, 2017. The details of the items paid for by CFL are set forth in Attachment A. Invoices should be submitted in the same format as Attachment A and submitted to:

Kitty Gruber, Community Leadership Program Officer  
Community Foundation of Louisville  
325 W. Main St., Suite 1110  
Louisville, KY 40202

Amounts available for payment under this Agreement are limited to the balance of the BOUNCE Coalition Fund maintained at CFL. In the event invoices submitted for payment exceed the available balance in the BOUNCE Coalition Fund, payments will be suspended until such time as additions to the fund are made by BOUNCE funders.

**4. Term:** This Agreement shall be effective commencing on October 26, 2016 and end on October 1, 2017; provided, the parties intend to negotiate in good faith during 2017 for a renewal of this Agreement for the 2017-2018 school year for Semple and Wheatley Elementary Schools and up to five additional schools to be determined.

**5. Termination:** The parties may terminate this Agreement with thirty (30) days written notice to the other party.

**6. Amendment:** This Agreement may be modified or amended by a written agreement between JCPS and CFL.

**7. Independent Parties:** JCPS and CFL are considered to be 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.

**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 CFL concerning the BOUNCE Project and supersedes any and all prior oral and written agreements.

**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. 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:**

By: \_\_\_\_\_  
Donna Hargens, Ed.D., Superintendent

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

**Community Foundation of Louisville;**

By: \_\_\_\_\_  
Susan A Barry, President and CEO

Date: 10-12-16

**BOUNCE Coalition:**

By: \_\_\_\_\_  
Alice Bridges, Co-Chair

Date: 10-12-2016

**BOUNCE Coalition:**

By: \_\_\_\_\_  
Anthony Zipple, Co-Chair

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

**Attachment A**

**Jefferson County Public Schools - Academic Support  
Services  
BOUNCE Coalition Project  
November 1, 2016 – October 31, 2017**

**Salaries:**

Retired Counselor - 4 weeks @ 6 hours per week @ \$65 per hour

**Bounce      JCPS**

\$1,560

Stipends - training for new Semple & Wheatley staff -  
10 staff @ 3 hours @ \$20.95 per hour @ 2 schools

\$1,257

**Fringes Benefits:**

Retired Counselor

\$71

PD Stipends - Semple & Wheatley

\$72

**Other Expenses:**

B. Wunsch - 154 hours @ \$65 per hour

\$10,010

In-kind - 308 hours @ \$65 per hour

\$20,020

Direct Costs

\$12,970

Indirect Costs @ 2.96%

\$384