

MEMORANDUM OF AGREEMENT

Between
Community Foundation of Louisville
And
Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered commencing on the 12th day of December 2018, 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"). This MOA is a continuation of agreement partnership between CFL/BOUNCE and JCPS that has been in place since 2014 when the pilot program began with Semple Elementary.

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 Elementary School, Wheatley Elementary School, and Engelhard Elementary School (individually, a "School" and collectively, the "Schools") can lead to more resilient children and families, an improved educational environment, and possible increased academic achievement for students and teachers at the schools;

THEREFORE, JCPS and CFL agree as follows:

1. Duties of JCPS:

- a) JCPS will allow all new staff, teachers, and administrators at the Schools to participate in up to two (2) hours of BOUNCE Trauma-Informed Care training.
- b) JCPS will allow all school staff and, teachers, and administrators at the Schools to participate in up to ten (10) hours of BOUNCE Trauma-Informed Care training.
- c) JCPS will allow BOUNCE designated trauma-informed care experts to support implementation of training as requested by each School's principal.
- d) JCPS will review the training module for system-wide professional development approval.
- e) JCPS will share school-level data related to student attendance, student behavior, student, teacher, parent responses on specific Comprehensive School Survey items, student state assessment performance in reading, teacher attendance, teacher retention,

school conference attendance, PTA enrollment, teacher perceptions of parent engagement (TELL survey) for the Schools (plus two control schools) with the contracted evaluator after a data request is approved.

- f) JCPS personnel will be accountable for fulfillment of the contractual agreement working with the BOUNCE Coalition Co-Chairs.

2. Duties of CFL:

Through the BOUNCE Coalition project, CFL agrees to:

- a) Provide research-based trauma informed training and follow-up support to the Schools.
- b) If in performing services under this Agreement, BOUNCE desires to collect any type of data or information for any purpose, BOUNCE must submit a separate request through the JCPS Data Request Management System (“DRMS”) and agrees to comply with JCPS’ response. Any data collection needs to be approved through a DRMS request before Schools or JCPS are asked to provide data.
- c) If the performance of this Agreement involves the transfer by JCPS to BOUNCE of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), BOUNCE 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 3 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 BOUNCE and its employees, contractors and agents, without the approval of JCPS.
 - Require all employees, contractors and agents of BOUNCE 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.
 - Collect data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of BOUNCE having 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 (30) after the date within it is no longer needed by BOUNCE for the purposes of the Project.

- d) BOUNCE 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.
- e) Produce and share with JCPS reports utilizing JCPS data to ascertain the impact of BOUNCE on selected student, parent, and teacher outcomes.
- f) Work with JCPS and BOUNCE schools to promote sustainability of the program.
- g) All employees, volunteers and contractors of the BOUNCE Coalition performing services on JCPS school premises during JCPS school hours under this Agreement are required 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 or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

3. Term: This Agreement will be effective commencing on December 12, 2018 and end on September 30, 2019.

4. Termination: Either party may terminate this Agreement with or without cause with thirty (30) days written notice to the other party. Either party may, by written notice of default to the other party, terminate this Agreement immediately in the event of a material breach of this Agreement by the other party, provided that the terminating party has first given written notice to the other party describing the breach with reasonable specificity and demanding that the other party take action to cure the breach, but the other party has failed to cure the breach within a period of five (5) days after receipt of notice specifying the breach.

5. Amendment: This Agreement may be modified or amended only by a written agreement between JCPS and CPL.

6. Independent Parties: JCPS and CFL are considered to be independent parties and neither will be construed to be an agent or representative of the other, and therefore neither will be liable for the acts or omissions of the other.

7. 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.

8. 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.

9. Severability: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision will 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 will be deemed separable from the remaining provisions of this Agreement. If such a provision cannot be so modified, the provision will be deemed separable from the remaining provisions of this Agreement and will not affect any other provision.

10. Counterparts: This Agreement may be executed in counterparts, in which case each executed counterpart will be deemed an original, and all executed counterparts will constitute one and the same instrument.

11. Applicable Law: This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

12. Nondiscrimination: During the Term, CFL and BOUNCE shall not discriminate against any JCPS employee, applicant or student because of race, color, national origin, age, religion, marital or parental status, political affiliation or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

13. 2017-2018 Program: By entering into this Agreement, the parties acknowledge that the BOUNCE program was provided in the Schools during the period from October 1, 2017 through September 30, 2018 without a written renewal by the parties of their prior Memorandum of Agreement entered into as of October 26, 2016. The parties hereby ratify and approve the actions that were taken by each party during such period in the absence of a written renewal agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Board of Education:

By: _____
Dr. Martin A. Pollio, Superintendent

Date: _____

Community Foundation of Louisville:

By: 
Susan A. Barry, President & CEO

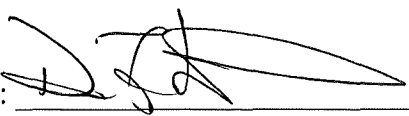
Date: 11-9-18

BOUNCE Coalition:

By: 
B.J. Adkins, Co-Chair

Date: 11-12-18

BOUNCE Coalition:

By: 
David Finke, Co-Chair

Date: 11/12/18