

MEMORANDUM OF AGREEMENT

**Jefferson County Board of Education
and
The Beech Inc.**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218 and The Beech, Inc. (hereinafter "The Beech") with its current principal place of business at 2001 Spring Bloom Court, LaGrange, Kentucky 40031 (JCPS and The Beech are hereinafter referred to individually as a "Party" and collectively as the "Parties").

Whereas The Beech was founded in order to assist the children of the Russell neighborhood and other economically disenfranchised neighborhoods in Louisville, Kentucky to succeed in school and successfully transition to the worlds of work and postsecondary education; to assist their parents and guardians to gain the knowledge and skills they need to support their child's learning and development; and to assist neighborhood adults to advance their economic prospects, by offering supportive educational and related services; and

Whereas JCPS desires to make available to its students and their families programs and activities conducted by The Beech; and

Whereas The Beech desires to locate its operations, programs and activities at the Academy @ Shawnee (hereinafter "Shawnee"); and

Whereas the Parties wish to outline in writing their mutual understanding of a partnership to provide improved educational resources and services for youth and young adults, ages 13-21, and their families in Louisville Metro and Jefferson County, Kentucky; and

Whereas, the Parties desire to enter into the herein described Agreement to coordinate services and establish a collaborative partnership at Shawnee, through which the Parties will develop solutions and implement activities to improve student achievement and increase learning opportunities for families of The Beech participants;

NOW, THEREFORE, in consideration of the premises and the mutual promises outlined in this Agreement, JCPS and The Beech agree that they will collaborate as described below.

I. The Beech agrees to:

- a) Consistent with its resources, funding, capacity and program service priorities, provide at no charge to JCPS students and their families educational program services using facilities to be provided by JCPS at Shawnee. Such educational program services may include, at the discretion of The Beech, any of the following:
 - 1. instructional and tutorial services,
 - 2. kindergarten readiness,
 - 3. out-of-school-time tutoring in reading, mathematics and science for elementary and middle school students,
 - 4. support for students participating in JCPS high school course credit accrual,
 - 5. educational experiences to help improve students' educational knowledge and social skills, including field trips, and
 - 6. provision of information about life skills development and maintenance information,
 - 7. information, referral and related supports for adults seeking to further their formal education, and/or become more knowledgeable about consumer science, health and wellness and technology.
- b) Provide its own supplies and support staff for all programs and activities at Shawnee.
- c) Obtain an all-risk property and casualty insurance policy concerning the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance.
- d) Require all The Beech volunteers performing services under this Agreement to have a Criminal Records Check, per Kentucky law and JCPS requirements.
- e) Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement who are not already current JCPS employees, interns or volunteers:
 - 1. A state criminal records check;
 - 2. A state and national criminal (fingerprint) history background check; AND
 - 3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record. No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the individual appointed by The Beech to administer its programs at Shawnee and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- f) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern

or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the individual appointed by The Beech to administer its programs at Shawnee if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

g) If the performance of this Agreement involves the transfer by JCPS to The Beech 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"), The Beech agrees to:

1. 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.
2. 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 The Beech and its employees, contractors, volunteers, and agents, without the 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.
3. Require all employees, contractors, volunteers, and agents of The Beech to comply with all applicable provisions of FERPA with respect to any such data. The Beech shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
4. 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. The Beech 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 subsection 2, above.

5. 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 The Beech 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.
 6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by The Beech for the purposes of this Agreement. The Beech will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 7. JCPS retaining the right to audit The Beech's compliance with the confidentiality requirements of this provision.
- h) Obtain any necessary written permission from parents or guardians to approve JCPS students, under age 18, receiving services under this Agreement.
 - i) Cover all the costs of all criminal records checks; state and national criminal (fingerprint) history background checks; and letters from the Cabinet for Health and Family Services for The Beech employees, volunteers and contractors providing services under this Agreement.

II. Jefferson County Public Schools agrees to:

- a) At the discretion and approval of the JCPS Satellite Offices Supervisor, provide access to office space and equipment at Shawnee for The Beech, its employees\volunteers\contractors to use for the purposes described in this Agreement. However, use of such may not interfere with the instructional program of JCPS.
- b) Assist The Beech and its employees\volunteers\contractors with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- c) In consultation with The Beech, promote within JCPS awareness of The Beech's programs and activities, including such student referral and recruitment protocols as may be mutually agreed upon by the Parties.
- d) Participate in activities to share information about other program collaborators and partnership initiatives, developmental program approaches, program successes and concerns, and celebratory events.
- e) Assist The Beech to comply with the above-stated provisions of this Agreement requiring state criminal records checks; state and national criminal (fingerprint) history background checks; and letters from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

III. General Conditions

- a) Both parties will designate an individual(s) to serve as liaison to facilitate matters in a reasonable and timely manner.
- b) All programs and activities will focus on helping students and families make positive life choices that are consistent with JCPS vision, mission, philosophy, and values.

IV. Period of Performance

This Agreement shall be in effect for the period beginning January 9, 2019 – December 31, 2019.

V. Termination:

The Agreement may be terminated by either party with or without cause upon no less than sixty (60) days written notice to either party. This Agreement may be terminated immediately by JCPS upon fifteen (15) business days written notice to The Beech for its failure to cure a material breach of this Agreement, prior written notice and opportunity to cure of at least fifteen (15) days having been afforded.

VI. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and The Beech.

VII. Equal Opportunity:

During the performance of this Agreement, The Beech shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any employee or student because of 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, or disability.

VIII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that neither party shall be construed to be an agent, employee or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which The Beech performs its work and functions.

IX. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

X. Entire Agreement:

This Agreement contains the entire agreement between JCPS and The Beech and supersedes any prior agreements. Any agreements executed contemporaneously with the execution of the Agreement and

incorporated herein by reference shall remain in full force and effect.

XI. Indemnification:

The Beech shall hold JCPS harmless from and against any and all losses, claims, damages, actions, causes of action, costs, obligations and expenses arising from any and all negligent acts or omissions or willful misconduct that result in injury to persons or damage to property and not caused by the negligent act or omission, or willful misconduct of JCPS, its agents, servants, or employees.

IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in the preamble to this Agreement.

JEFFERSON COUNTY BOARD OF EDUCATION:

Dr. Martin A. Pollio
Superintendent

Date

THE BEECH, INC:

Rose M. Livingston

Rose M. Livingston
Executive Director

12/15/18

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2018

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 have ADDITIONAL INSURED provisions or 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	Old Kentucky Insurance, Inc 915 Lily Creek Rd. Louisville, KY 40243	CONTACT NAME: Diane Haycraft PHONE (A/C, No, Ext): 502-451-8800 E-MAIL ADDRESS: diane.haycraft@oldkyins.com	FAX (A/C, No): 502-451-8866
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: West Bend Mutual Insurance	15350
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 <input checked="" type="checkbox"/> OTHER: Educators Professional L			A540794	12/05/2018	12/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jefferson County Public Schools is additional insured w/respect to the General Liability policy referenced above.

CERTIFICATE HOLDER

email: donald.dillard@jefferson.kyschools.us

Jefferson County Public Schools
Jefferson County Board of Education
3332 Newburg Rd
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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