**Memorandum of Agreement**

**Between Community Foundation of Louisville**

**And**

**Gallatin County Board of Education**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered commencing on the 1st day of July 2019, by and between Gallatin County Board of Education d/b/a Gallatin County Schools (“GCS”) and the Community Foundation of Louisville (“CFL”) as fiscal sponsor of the BOUNCE Coalition Project (“Bounce”).

Through the collaboration of community partners, BOUNCE is addressing the root causes of poor health in the most vulnerable children by implementing a trauma-informed model for GCS 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 GCS and Out-of-School-Time (OST) provider agencies so that can use the best available science to facilitate the resiliency of the child and family.

WHEREAS, GCS and CFL recognize that a partnership between CFL (Bounce) and GCS can lead to more resilient children and families, and improved educational environment and possible increased academic achievement for student and teachers at the schools;

THEREFORE, GCS and CFL agrees as follows:

1. **Duties of GCS:**
   1. GCS will allow staff and, teachers, and administrators at the schools to participate in up to ten (10) hours of BOUNCE Trauma-Informed Care training.
   2. GCS will allow BOUCE designated trauma-informed care experts to support the implementation of training as requested by each School’s principal.
   3. GCS 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 reaching, teaching attendance, teacher retention, school conference attendance, PTSO enrollment, teacher perceptions of parent engagement (TELL survey) and student mental health and behavioral health perceptions (KIP survey) for all schools in the district.
   4. GCS personnel will be accountable for fulfillment of the contractual agreement working with the BOUNCE Coalition Co-Chairs.
2. **Duties of CFL:** 
   1. Provide research-based trauma informed training and follow-up support to each school within GCS’.
   2. 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 to GCS and agrees to comply with GCS’ response. Any data collection needs to be approved through GCS’ before any school can or is asked to provide data.
   3. If the performance of this Agreement involves the transfer by GCS to BOUNCE of any data regarding any student that this is subject to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), BOUNCE agrees to:
      1. In all respects comply with the provisions of FEPA. For purposes of this Agreement “FERPA” incudes the requirements of Chapter 99 of Title 3 of the Code of Federal Regulations.
      2. 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 GCS.
      3. Require all employees, contractors and agents of BOUNCE to comply with all applicable provisions of FERPA with respect to any such data.
      4. 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.
      5. Collect data in a manner that does not permit the identification of an individual student by anyone other than the employees, contractors or agent of BOUCE 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.
      6. Destroy or return to GCS any such data obtained under this agreement within thirty days (30) after the date within it is not longer needed by BOUNCE for the purposes of the Project.
      7. BOUNCE acknowledges that any violation of the Agreement and/or provisions of the FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate the Agreement.
      8. Produce and share with GCS reports utilizing GCS data to ascertain the impact of BOUNCE on selected student, parent and teacher outcomes.
      9. Work with GCS and BOUNCE to promote sustainability of the program.
      10. All employees, volunteers and contractors of the BOUNCE Coalition performing services for GCS school premises during the GCS 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 the 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 or substantiated child abuse or neglect found through a background check of child abuse or neglect records maintained by the Cabinet for Health and Family Services.
3. **Term:** This agreement will be effective commencing on July 1st, 2019 and end on June 30th, 2021.
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, 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 GCS and CPL.
6. **Independent Parties:** GCS and CFL 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 GCS 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 of the same instruments.
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 GCS 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.

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

**Gallatin County Board of Education:** **Community Foundation of Louisville:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. Larry Hammond, Superintendent Susan A. Barry, President and CEO

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

**BOUNCE Coalition: BOUNCE Coalition:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B.J. Adkins, Co-Chair David Finke, Co-Chair

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