

MEMORANDUM OF AGREEMENT**Boys and Girls Clubs of Kentuckiana****and****Jefferson County Board of Education**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered by and between Boys and Girls Clubs of Kentuckiana (hereinafter "BGCKY") with its principal place of business as 3900 Crittenden Drive, Louisville, Kentucky 40209 and Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business located at 3332 Newburg Road, Louisville, Kentucky 40218 (JCPS and BGCKY are hereinafter referred to individually as a "Party" and collectively as the "Parties").

Whereas BGCKY has been awarded a 21st Century Community Learning Centers (21st CCLC) grant from the Kentucky Department of Education (hereinafter "KDE") to provide academic, artistic, and cultural enrichment opportunities for students attending Robert Frost Sixth Grade Academy (hereinafter "Frost") and Stuart Academy (hereinafter "Stuart").

Whereas the Parties wish to outline in writing their mutual understanding of a partnership to provide students with academic programs and a broad array of activities that can complement their regular academic programs while also promoting youth development; and to offer literacy and other educational services to the families of participating youth.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this MOA, JCPS and BGCKY agree that they will collaborate on the services described below.

I. BGCKY agrees to:

- a) Comply with the applicable requirements of all state statutes, federal laws, executive orders, regulations, policies and award conditions governing the 21st Century Community Learning Centers program.
- b) Provide high-quality after-school and summer academic interventions, homework help, tutoring, and enrichment activities to low-performing students attending Frost and Stuart.
- c) Provide programs that will ensure the academic services provided are aligned with the schools' curriculum in the core subject areas.
- d) Obtain written parental/guardian permission to share educational data on participating students with KDE to comply with 21st Century Community Learning Centers grant reporting requirements. Only data listed on the signed permission form will be shared with KDE.

- e) 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. The Board of Education, Jefferson County, must be added as an “Additional Insured” and must be in the description of the operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.
- f) 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 BGCKY to administer its programs at Frost and Stuart, and approved by the Superintendent/designee, and the volunteer has undergone the required record check.
- g) Prohibit employees, volunteers, contractors, students or interns under this Agreement from performing services under this agreement and from remaining on 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 below;
 - 4. Any conviction for deadly weapon-related offenses;
 - 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - 6. Any conviction for violent, abusive, threatening or harassment related offenses;
 - 7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this MOU.
- h) If the performance of this Agreement involves the transfer by JCPS to BGCKY 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”), BGCKY 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 BGCKY 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 Boys and Girls Clubs to comply with all applicable provisions of FERPA with respect to any such data. BGCKY 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 computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the program. BGCKY shall notify JCPS within 24 hours in the event of any 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 BGCKY necessary for the fulfillment 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 this studies.
6. 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 BGCKY for the purposes of the Agreement. BGCKY will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
7. JCPS retaining the right to audit BGCKY's compliance with the confidentiality requirements of this provision.

II. JCPS agrees to:

- a) Recruit certified teachers to work in the afterschool and summer programs.
- b) Provide adequate space for the afterschool and summer programs, access to the gym and other space for enrichment activities. Such facilities shall be available during program hours and such use may not interfere with the instructional program of JCPS.
- c) Provide transportation home after school, and to and from school during the summer program for all participating students.
- d) Allow school staff to promote the program to families and help in identifying and recruiting students for the program.
- e) Provide a school representative to serve on the Advisory Council, which meets quarterly.
- f) Allow school and district staff to review and comment on the annual 21st CCLC local evaluation to assist with program improvement.

III. Payment

BGCKY will provide funding to JCPS in accordance with the budget in Attachment A. BGCKY will provide funding not to exceed **\$56,947** only in accordance with the terms of the Agreement.

JCPS billing for reimbursement must include (a) the cost categories outlined in the approved Attachment A, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized JCPS officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as “**FINAL**” and shall be submitted no later than 60 days after the Agreement’s end date. Any reimbursement requested that does not comply with this Agreement and any process or procedure shall not be honored.

Invoices shall be submitted to:

Boys and Girls Clubs of Kentuckiana
Finance Department
3900 Crittenden Drive
Louisville, Kentucky 40209

IV. Period of Performance

This Agreement shall be in effect for the period beginning August 7, 2019, through June 30, 2020.

V. Termination

This 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 BGCKY 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.

IV. 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 BGCKY.

VII. Equal Opportunity:

During the performance of this Agreement, Boys and Girls Clubs shall comply with Title VI of the Civil Rights Act of 1964, 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 JCPS 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.

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 BGCKY performs its work and functions.

IX. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience 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 BGCKY and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

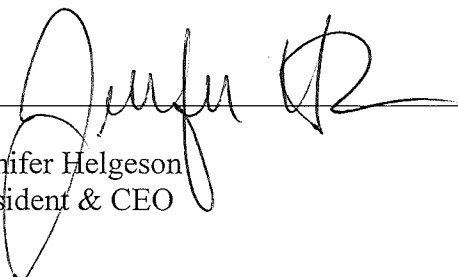
IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in the preamble of this Agreement.

JEFFERSON COUNTY BOARD OF EDUCATION:

Dr. Martin A. Pollio, Ed.D.
Superintendent

Date

Boys and Girls Clubs of Kentuckiana:


Jennifer Helgeson
President & CEO

6/3/19
Date

Attachment A

21st Century Community Learning Centers
Boys and Girls Club of Kentuckiana - Applicant
Frost Sixth-Grade Academy and Stuart Academy
August 7, 2019 - June 30, 2020

2019-20

OBJECT CLASS CATEGORIES	Amount Requested
Extended Pay Certified (Instruction)	
<i>School Year Program:</i>	
\$40.74 per hour x 8 hours per week x 30 weeks x 3 teachers	\$ 29,333
Based on the average hourly rate of a Rank II teacher with 5 years of experience	
<i>Summer Program (40 hours):</i>	
\$40.74 per hour x 40 hours x 3 teachers	\$ 4,889
<i>Includes 5 hours per day (4 hours of instruction per day + 1 hour of planning), 4 days per week for 2 weeks.</i>	
Fringe Benefits	
<i>School Year Certified Teachers:</i>	
Medicare Match	\$ 425
Kentucky Teacher Retirement System Contribution	\$ 4,724
Unemployment	\$ 293
Workers Comp	\$ 91
<i>Summer Certified Teachers:</i>	
Medicare Match	\$ 71
Kentucky Teacher Retirement System	\$ 787
Unemployment	\$ 49
Workers Comp	\$ 15
Transportation	
<i>School Year</i>	
\$120 per day per bus x 120 days	\$ 14,400
<i>Summer Daily Transportation:</i>	
\$170 per day per bus x 8 days	\$ 1,360
<i>Field Trips:</i>	
3 field trips [er year, \$170 per day, 1 day each	\$ 510
Total	\$ 56,947