

MEMORANDUM OF AGREEMENT

Family and Children's Place Inc.

And

Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between Family and Children's Place, Inc. (hereinafter "FCP") with its principal place of business located at 525 Zane St, Louisville, KY 40203 and 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 (JCPS and FCP are hereinafter referred to individually as a "Party" and collectively as the "Parties").

Whereas FCP 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 Engelhard Elementary School (hereinafter "Engelhard").

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 students.

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

I. FCP 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 Engelhard.
- 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 employees, volunteers and contractors (including employees of contractors), and interns who are not already current JCPS employees, interns, or volunteers performing services under this Agreement to submit to:
 - 1. A state criminal records check;
 - 2. A state and national criminal (fingerprint) history background check by the Department of Kentucky State Police and the Federal Bureau of Investigations
 - 3. Have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect were found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- 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;
- h) The performance of this Agreement requires the transfer by JCPS to FCP of data regarding students that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA") and as such, FCP 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. With IRB approval and/or an approved Data Sharing Agreement, use any such data to fulfill the purposes of this Agreement including compliance with the 21st CCLC grant reporting and measurement requirements and as needed for FCP's own reporting, measurement and evaluation of its' program and impact, including as needed to meet multiple grantor requirements.
 - 3. Require all employees, contractors, volunteers and agents of FCP to comply with all applicable provisions of FERPA with respect to any such data. FCP 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 as described in #2 above. FCP 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 3, 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 FCP necessary for the fulfillment of this Agreement, including as described in subsection 2, above, 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 (30) days after the date within it is no longer needed by FCP for the purposes of this Agreement. FCP will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 7. JCPS retaining the right to audit FCP's compliance with the confidentiality requirements of this provision.
- i) For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of PII for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research and program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

II. JCPS agrees to:

- a) Help recruit certified Engelhard teachers to participate in the afterschool and summer program.
- b) Provide adequate space for the afterschool and summer programs, access to gym as available and other space (2 classrooms, library) for enrichment activities. Such facilities shall be available during program hours and such use may not interfere with the instructional program of JCPS. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to FCP. During any periods of Non-Traditional Instruction or remote learning, JCPS facilities will not be available to FCP.
- c) Allow school staff to promote the program to families and help in identifying and recruiting students for the program.
- d) Provide a school representative to serve on the Advisory Council, which meets quarterly.
- e) Allow school and district staff to review and comment on the annual 21st CCLC local evaluation to assist with program improvement.
- f) Support terms of the 21st Century Community Learning Center grant as needed to demonstrate compliance and adhere to grant guidelines.

III. Period of Performance

This Agreement shall be in effect for the period beginning October 1, 2020 through June 30, 2021.

IV. Termination

This Agreement may be terminated immediately by FCP or JCPS upon fifteen (15) business days' written notice to the other 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.

V. 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 FCP.

VI. Equal Opportunity:

During the performance of this Agreement, FCP and JCPS 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 FCP or JCPS employee or student on the basis 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

VII. 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.

VIII. Performance:

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 FCP performs its work and functions.

IX. Payment:

FCP will provide funding to JCPS in accordance with the budget in **Attachment A**. FCP will provide funding not to exceed \$12,291 only in accordance with the terms of the Agreement. JCPS billing for reimbursement must include (a) the cost categories as 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 should be submitted to:

Linda Portaro - Billing/Invoice Contact
Family and Children's Place
525 Zane Street
Louisville, KY 40203
502-893-3900, extension 257
Linda.Portaro@impactvllc.com

X. Entire Agreement:

This Agreement contains the entire agreement between JCPS and FCP 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:

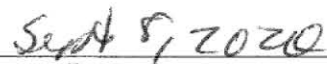
Dr. Martin A. Pollio, Ed.D. Superintendent

Date

FAMILY AND CHILDREN'S PLACE, INC.



Pam Darnall
Chief Executive Officer



Date

