

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 (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky 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 premise 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) Provide transportation from school to home, and to and from school during the summer, for all participating students in the program.
- f) 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.
- g) Require the following pursuant to KRS 160.380, for all contractors (including employees of contractors), employees, volunteers, 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.
- h) 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;
- i) If the performance of this Agreement requires the transfer by JCPS to BGCKY 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, 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 BGCKY 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 as described in #2 above. 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 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 BGCKY 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 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 BGCKY for the purposes of this 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.
- j) 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, 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 teachers to work in the afterschool and summer program.
- b) Provide adequate space for the afterschool and summer programs, such as 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. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to BGCKY. During any periods of Non-Traditional Instruction or remote learning, JCPS facilities will not be available to BGCKY.
- 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. Payment

BGCKY will provide funding to JCPS in accordance with the budget in Attachment A. BGCKY will provide funding not to exceed **\$42,055** 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 October 28, 2020, through July 30, 2021.

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) 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.

VI. Equal Opportunity:

During the performance of this Agreement, BGCKY 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

VII. 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 BGCKY performs its work and functions.

VIII. 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.

IX. 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

Date

Attachment A

21st Century Community Learning Centers
Boys and Girls Club of Kentuckiana - Applicant
Frost Sixth Grade Academy and Stuart Academy
October 1, 2020 - September 30, 2021

OBJECT CLASS CATEGORIES

Extended Pay Certification (Instruction)

School Year Program:

\$42.12 per hour x 8 hours per week x 30 weeks x 3 teachers

Based on the hourly rate of a Rank II teacher with 6 years of experience

Summer Program (40 hours):

\$42.12 per hour x 40 hours x 3 teachers

Summer program includes 5 hours per day (4 hours of instruction per day + 1 hour of planning, 4 days per week for 2 weeks).

Fringe Benefits

School Year Certified Teachers:

Medicare Match

Kentucky Teacher Retirement System Contribution

Unemployment

Workers Compensation

Summer Certified Teachers:

Medicare Match

Kentucky Teacher Retirement System

Unemployment

Workers Compensation

Total

Attachment A

Year 2
2020-2021
Amount Requested

\$ 30,326

\$ 5,054

\$ 440

\$ 4,884

\$ 303

\$ 94

\$ 73

\$ 814

\$ 51

\$ 16

\$ 42,055



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

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 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 Sterling G Thompson 545 S. Third St., Suite 300 Louisville KY 40202	CONTACT NAME: PHONE (A/C, No, Ext): 502-585-3277 E-MAIL ADDRESS: info@sterlingthompson.com FAX (A/C, No): 502-585-3306
INSURED The Boys & Girls Clubs of KY PO Box 21022 Louisville KY 40221	INSURER(S) AFFORDING COVERAGE INSURER A : Secura Insurance INSURER B : KY Employers Mutual Ins. INSURER C : Risk Placement Services INSURER D : INSURER E : INSURER F :
	NAIC # 22543 10320

COVERAGES

CERTIFICATE NUMBER: 1271633263

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 OTHER:			CP3176526	4/13/2020	4/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A3176527	4/13/2020	4/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CU3176528	4/13/2020	4/13/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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	294674	4/13/2020	4/13/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C A	Cyber Liability General Liability			RPSAXISP047580318 CP3176526	4/23/2020 4/13/2020	4/13/2021 4/13/2021	Aggregate Sexual Abuse Molestat 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson County Public Schools are hereby listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Jefferson County Public School 3332 Newburg Road Louisville KY	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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