

**INTERAGENCY GOVERNMENTAL AGREEMENT**

**between**

**Louisville Metro Housing Authority**

**And**

**Jefferson County Board of Education**

This Agreement is entered between LOUISVILLE METRO HOUSING AUTHORITY, (hereinafter "LMHA"), with its principal place of business at 420 South Eighth Street, Louisville, Kentucky 40203 and 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 at 3332 Newburg Road, Louisville, Kentucky 40218.

**WHEREAS**, LMHA has requested JCPS join in the mitigation efforts of the Beecher Terrace Redevelopment because of the historic cultural survey conducted by Corn Island Archaeology during the redevelopment of the Beecher Terrace public housing site.

**WHEREAS**, LMHA has requested JCPS, create resources that teachers can use within their classrooms and current curriculum to provide extended and amplified experiences for students focusing on the cultural and historical survey of Beecher Terrace.

**WHEREAS**, there are many opportunities to help support the new standards around Kentucky history here in Louisville and student experiences that connect to their own communities.

**THEREFORE**, this Agreement is entered into by and between JCPS and LMHA to provide services below.

**I. LMHA agrees to:**

- A. Provide funding to JCPS for extra service pay and fringe benefit costs for six teachers, a teacher leader, and district social studies specialist to develop resources for teachers.
- B. Provide funding for two subcontractors Corn Island Archaeology, LLC and Frazier History Museum.

**II. JCPS agrees to:**

- A. Produce two focused inquiries for each level: elementary, middle and high, to be used in classroom instruction and current curriculum.
- B. Produce additional sourcing materials to provide extended and amplified experiences for students.
- C. Develop Taking Informed Action opportunities for Backpack of Success

- Skills student artifacts.
- D. Work with Frazier History Museum to provide professional development for teachers and host the Frazier Family Day.
  - E. Work with Corn Island Archaeology to create Artifact Boxes – both physical and virtual – as part of the JCPS K-12 curriculum.

**III. Payment:**

In consideration for the terms herein, LMHA shall provide funding to JCPS as outlined in Attachment 2 in an amount **not-to-exceed \$45,000**. JCPS shall be paid upon receipt by LMHA of monthly invoices from JCPS beginning on or after March 31, 2021.

Invoices should be submitted to:

Mail: Pam Bischoff  
LMHA / Choice Neighborhoods  
420 South Eighth Street  
Louisville, KY. 40203

Electronically: [bischoff@lmha1.org](mailto:bischoff@lmha1.org)

**IV. Term:**

This Agreement shall be effective commencing on March 1, 2021 through December 31, 2022.

**V. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business day's written notice to LMHA for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to LMHA be withdrawn, rescinded or otherwise cancelled beyond the control of the LMHA.

**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 LMHA.

**VII. Compliance with Law:**

LMHA shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the LMHA or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the LMHA or subcontractor of the preceding KRS Chapters.

**VIII. Equal Opportunity:**

During the performance of this Agreement, LMHA 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 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.

**IX. Independent Parties:**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that LMHA is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent 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 LMHA performs its work and functions.

**X. 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.

**XI. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and LMHA 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.

**XII. Severability:**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall 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 shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provisions of the Agreement.

**XIII. Counterparts:**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

**XIV. Applicable Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**XV. Non-Solicitation:**

Both Parties agree that, during the term of this Agreement, they will not knowingly solicit the employees or staff employed by the other party or its affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

**Jefferson County Public Schools:**

By: \_\_\_\_\_  
Dr. Martin Pollio, Superintendent

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

**Louisville Metro Housing Authority:**

By: \_\_\_\_\_  
Lisa Osanka, Executive Director

Date: 01/21/21

## **ATTACHMENT 1**

### **SCOPE OF WORK**

#### **PUBLIC EDUCATION SECTION 106 MITIGATION ACTIVITY**

This Scope of Work reflects the range of activities that Jefferson County Public Schools will perform under its Agreement with LMHA as part of the Public Education Section 106 Mitigation Activities related to the redevelopment of historic Beecher Terrace in Louisville's Russell Neighborhood.

In accordance with Section 106 of the National Historic Preservation Act, the Louisville Metro Housing Authority (LMHA), along with its partners, are undertaking a variety of activities to mitigate the adverse effects on historic sites associated with the demolition and redevelopment of Beecher Terrace.

Mitigation Activities currently underway include:

- Louisville Story Program
- Documentary – The Beecher Terrace Story
- Louisville Free Public Library – Western Library African American Archives
- Archaeological Data Recovery at the Beecher Terrace site

#### **1. K-12 Curriculum Module**

- a. A cohort of 6-10 teachers (minimum of two per age group – Elementary, Middle, and High School) will develop an inquiry-based social studies curriculum related to the Russell Choice Neighborhoods project and the mitigation activities listed above.
- b. JCPS will conduct two day-long teacher learning session in July 2021
  - i. JCPS will invite Beecher Terrace mitigation activity and other Choice partners to present on their projects, and answer any questions from teachers
  - ii. JCPS will use the second day to help develop teacher ability to design inquiry modules
- c. JCPS will conduct monthly one-hour cohort development check ins with teachers to help support the development and implementation of the designed modules. A schedule of work will be provided for teachers to help ensure the quality design and implementation of the teacher designed inquiry modules.
- d. Inquiry modules designed by cohort teachers will be completed and implemented in the classroom by May 31, 2022.
- e. JCPS will sub-contract with Corn Island Archaeology to create Artifact Boxes – both physical and virtual – as part of the K-12 curriculum
- f. Corn Island will work with JCPS to record a brief overview of “thinking like an archaeologist” and examining artifacts for the web content to be published on [www.visionrussell.org](http://www.visionrussell.org) and [www.jcpsocialstudies.org](http://www.jcpsocialstudies.org).
- g. The resulting curriculum will be housed on LMHA's Vision Russell website, at [www.visionrussell.org](http://www.visionrussell.org) and possibly included in the JCPS Curriculum Frameworks and website for [www.jcpsocialstudies.com](http://www.jcpsocialstudies.com).
- h. JCPS will market the curriculum district-wide to educators and administrators via the [www.jcpsocialstudies.com](http://www.jcpsocialstudies.com) website, newsletter, and inclusion in the JCPS Curriculum Frameworks.

- i. Digital content of the curriculum and the artifacts curated by Corn Island will be available to any Individual or institution, free of charge, via the Vision Russell website

**2. Public Event and Artifact Display**

- a. JCPS will sub-contract with The Frazier History Museum to coordinate "Family Day at the Frazier History Museum" in late September 2021. Activities may include, but are not limited to:
  - i. Hands-on activities related to archaeological dig
  - ii. Case of objects from Corn Island Archaeology
  - iii. Screening of The Beecher Terrace Story documentary
  - iv. Display of Archival Materials from Western Library
  - v. Book Signing (Music – Walnut Street, other publications such as article about Mrs. Fitzbutler) and Author meet & greet – Michael Jones
  - vi. Educator Training Session(s) – Beecher Terrace K-12 Curriculum
  - vii. Other special guests / presentations by those engaged in work directly related to the revitalization of Beecher Terrace and/or the Russell neighborhood
  - viii. Original Beecher Terrace residents would receive free admission (cost included in project budget)
- b. JCPS will sub-contract with The Frazier History Museum to coordinate a public display of artifacts from the archaeological dig at the Beecher Terrace site



## JCPS BUDGET

ATTACHMENT 2  
BUDGET

Jefferson County Public Schools - Academic Services  
 March 1, 2021 - December 31, 2022  
 Project Director - Rebecca Ingram  
 Nonfederal funding source

BEECHER TERRACE PUBLIC EDUCATION MITIGATION ACTIVITY				
	Quantity	Price per unit	Total	Notes
<b>Extra Service Pay</b>				
Certified Teachers (10) - for instruction	300	\$ 55	\$16,530	10 teachers x 30 hours each x \$55.10/hr
District Staff - for coordination & implementation	60	\$ 63	\$3,755	60 hours x \$62.5916/hour
<b>Fringes</b>				
Certified Teachers (10)			\$943	
District Staff			\$217	
<b>Total Personnel</b>			<b>\$21,445</b>	
<b>Contracts</b>				
<b>Frazier History Museum</b>				
Display Case - BT Objects	1	\$ 2,500	\$ 2,500	Includes wraps, printing and mounts
Admission to Family Day Event	250	\$ 7	\$ 1,750	Original Beecher families & other stakeholders - ticket price
Long-Term Display of Objects	1	\$ 1,500	\$ 1,500	
Space rental for Teacher Work-Day	2	\$ 225	\$ 450	Two full-day trainings for teachers July 2021
Teacher PD Day / Tour / Kit Utilization	25	\$ 20	\$ 500	25 teachers x \$20 (ticket price) - on Family Day and/or other day(s) as needed
Family Day Presenters	4	\$ 150	\$ 600	Lavel, CIA, etc. (\$150-\$200 per)
<b>Total Frazier History Museum</b>			<b>\$ 7,300</b>	
<b>Corn Island Archaeology</b>				
Archaeology Boxes	10	\$ 640	\$ 6,400	10 boxes x 8 hrs each x \$80/hr
Replacement Boxes (box only)	20	\$ 10	\$ 200	20 boxes x \$10 each
Co-curate exhibit with Frazier	32	\$ 80	\$ 2,560	32 hours x \$80/hour
Photography of Objects for Digital Boxes	15	\$ 60	\$ 900	15 hours x \$80/hour
PD support for teachers on JCPS Teacher Learning Day	4	\$ 80	\$ 320	Two hours teacher learning day, prep time
Anne video interview with Rebecca	2	\$ 80	\$ 160	Prep + 1 hour interview
Additional PD support during academic year	5	\$ 80	\$ 400	additional teacher support throughout the year
Participation in Family Day Event - Hands on learning	6	\$ 80	\$ 480	Staff Time - Anne
Additional staff - Family Day Event Hands on Learning	6	\$ 60	\$ 360	Staff Time - Other CIA Staff
Materials for Event activity	1	\$ 200	\$ 200	Materials
Participation in Frazier Teacher PD Day	1	\$ 80	\$ 80	Staff Time - Anne
<b>Total Corn Island Archaeology</b>			<b>\$ 12,060</b>	
<b>Blu Boi Productions</b>	1	\$ 500	\$ 500	
Presenting to teachers on mitigation efforts and Beecher Terrace Story documentary				
<b>Louisville Story Programs</b>	1	\$ 500	\$ 500	
Presenting to teachers on mitigation efforts, oral history and resident stories				
<b>Total Direct Costs</b>			<b>\$41,805</b>	
Indirect Costs @ 3.18%			\$ 1,329	
Contingency			\$ 1,865	
<b>GRAND TOTAL PUBLIC EDUCATION MITIGATION ACTIVITY BUDGET</b>			<b>\$45,000</b>	

