

Memorandum of Understanding
Between
Jefferson County Board of Education
And
Prichard Committee for Academic Excellence

This Memorandum of Understanding (hereinafter "MOU") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Prichard Committee for Academic Excellence (hereinafter "PRICHARD"), a Kentucky non-profit corporation, with its address at 271 West Short Street, Suite 202, Lexington, Kentucky 40507.

WHEREAS, PRICHARD is the recipient of a grant (PR/Award #U31 OAI 80004) from the United States Department of Education which is intended to support the Kentucky Statewide Family Engagement Center (hereinafter "KY Collaborative for Families and Schools") by providing training, technical assistance and services to families, community partners, schools and district administrators that support effective family and community engagement in schools.

WHEREAS, JCPS schools and programs will engage in activities to improve meaningful family engagement in their school and programs and participate in annual survey collection each spring for three years (2022, 2023 and 2024). There is not a set number of family engagement activities or trainings required from the school, only a willingness to explore what family engagement services are available and work with one of the KY Collaborative for Families and Schools Partners (Berea Partners for Education, Learning Grove, National Center for Families Learning and/or Prichard Committee) to select program(s) that meet the capacity, interest and needs of the school/program.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOU, JCPS and PRICHARD agree that they will collaborate on the KY Collaborative for Families and Schools described below.

1. PRICHARD agrees to:

- a) Connect school/program staff with KY Collaborative Partner organizations to identify programs and to implement in the school. Programs are chosen based on the interest, capacity and need of the school and the capacity of leading organization to provide that program in their school. A list of example programs can be found in the document titled "Optional Family Engagement Opportunities to Support Meaningful Family Engagement," which is attached as Appendix A and incorporated herein. For the avoidance of doubt, to the extent of any conflict between the Appendix A and this MOU, this MOU shall control.

- b) Ensure school staff coordinate with staff from the NYU Metro Center to collect and use survey data to improve family engagement practices in the school only

after approval from JCPS Institutional Review Board (hereinafter "IRB"). The "NYU Metro Center Invitation Letter for Survey Participation" is attached as Appendix B and incorporated herein. For the avoidance of doubt, to the extent of any conflict between the Appendix B and this MOU, this MOU shall control.

- c) Facilitate quarterly learning cohort calls with all participating Family Friendly Partner Schools.
- d) Provide on-going family engagement support, training and technical assistance as needed through one-on-one coaching calls, team meetings or resource sharing.
- e) All employees, volunteers and contractors (including employees of contractors) of PRICHARD performing services on JCPS school premises during JCPS school hours under this MOU are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of 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 administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- f) No contactor, 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 Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- g) Prohibit contractors, employees, interns and volunteers under this MOU from performing services under this MOU and from remaining upon the premises of a JCPS facility for any purpose under this MOU if the contactor, 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 in number 6 below;
 - 4. Any conviction for deadly weapon-related offenses;
 - 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - 6. Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to

bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

- h) PRICHARD will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs PRICHARD.
- 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 Personally Identifiable Information (PII also referred to herein as the “data”) for the purpose 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.
- j) PRICHARD acknowledges that the data is confidential data and proprietary to JCPS and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) (“FERPA”), the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act KRS 160.700 et seq; the Richard B. Russell National School Lunch Act, 42 U.S.C.1751 et seq; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq; the Personal Information Security and Breach Investigation Procedures and Practices Act KRS 61.931 et seq; and the Kentucky Open Records Act, KRS 61.870 to KRS 61.884.
- k) JCPS retains the right to audit PRICHARD's compliance with the confidentiality requirements of this provision.
- l) PRICHARD acknowledges that any violation of this MOU and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this MOU pursuant to Article V of this MOU.

- m) PRICHARD will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- n) PRICHARD understands and agrees that the KY Collaborative for Families and Schools may not interfere with the instructional program of JCPS.
- o) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to PRICHARD. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to PRICHARD.

II. Jefferson County Public Schools agree to:

- a) Identify eligible schools/programs which are currently implementing activities as part of the KY Collaborative for Families and Schools.
- b) Allow voluntary participation of these schools and programs in this project.

Participating Schools/Departments are expected to:

- a) Have all school staff, families, principal and a school board member or superintendent complete a 10—15-minute survey in the Spring of 2022, 2023 and 2024. The response rate goal is 60% for school staff and families. The specific date for survey completion will be agreed upon by school staff and PRICHARD to ensure the timing is convenient for schools. Surveys are available on any device or by hard copy if needed. Translation is available if needed.
- b) Complete the "Family Friendly School Introduction Module" (one hour online training offered live and archived with reflection activities) before December 31, 2021.
- c) Identify one staff person for survey dissemination.
- d) Identify one staff person to work with a KY Collaborative Partner organization and/or PRICHARD staff to identify family engagement programs and training interests each year.
- e) Identify at least one school staff person to participate in quarterly Partner School Learning Cohort calls (April, July, November, February). The specific dates for the quarterly calls will be decided by participating schools to ensure the timing is convenient for schools.

PRICHARD highly recommends, but does not require, that principals at participating schools identify at least one (1) parent and one (1) teacher to help co-lead this work. Teacher and parent co-leads will have the opportunity to participate in unique coaching

and planning calls with other teacher and parent co-leads. PRICHARD recommends providing a stipend to co-leads for their time.

III. General Conditions:

- a) Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) All mentoring activities will focus on helping students make positive life choices that are consistent with JCPS vision, mission, philosophy, values, and the JCPS Equal Education Opportunities Policy.
- c) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this MOU pursuant to Article V of this Agreement.

IV. Period of Performance:

This MOU shall be in effect for the period beginning May 26, 2021 and ending June 30, 2024. Either party may terminate this MOU by giving the other party 30 days written notice. The Jefferson County Board of Education may terminate this MOU immediately if student confidentiality or safety is deemed to be in jeopardy, evidence exists that a mentor is engaged in proselytizing with a JCPS student as part of the mentorship, or for any other reason the Superintendent determines is in the best interest of the school.

V. Termination:

The MOU may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This MOU may be terminated immediately by JCPS upon ten (10) business days' written notice to PRICHARD for its failure to cure a material breach of this MOU.

VI. Modification:

No waiver, alteration or modification of the provisions of this MOU shall be binding unless in writing and mutually agreed upon by both JCPS and PRICHARD.

VII. Equal Opportunity:

During the performance of this MOU, PRICHARD 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, student or student's parent or guardian 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 or limitations related to pregnancy, childbirth, or related medical conditions.

VIII.. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOU, it is mutually understood and agreed that PRICHARD 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. .

IX. Captions:

Section titles or captions contained in the MOU are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this MOU or the intent of any provisions hereof.

X. Indemnification:

- A. To the extent permitted by Kentucky law, JCPS agrees to indemnify and hold harmless, PRICHARD, its directors, officers, and agents, from any and all judgments, claims, expenses, losses and obligations, including reasonable attorney's fees arising out of the acts or omissions of partner site, its employees or agents under this Agreement.
- B. PRICHARD agrees to indemnify and hold harmless, JCPS/participating schools, its directors, officers, agents from all judgments, claims, expenses, losses and obligations, including reasonable attorney's fees arising out of the acts and omissions of PRICHARD, its employees or agents under this agreement. PRICHARD will provide a certificate of general liability and professional liability if so desired.

XI. Entire Agreement:

This MOU contains the entire agreement between JCPS and PRICHARD and supersedes all prior agreement executed contemporaneously with the execution of the MOU and incorporated herein by reference shall remain in full force and effect.

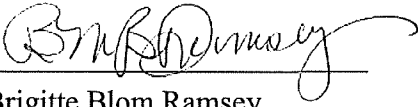
IN TESTIMONY THEREFORE, the parties have caused this MOU to be executed in their respective name, on the day and year signed below, with the effective date as of May 26, 2021.

Jefferson County Public Schools:

Marty Pollio, Ed. D.
Superintendent

Date

Prichard Committee for Academic Excellence:



Brigitte Blom Ramsey
President & CEO

5.6.21
Date

APPENDIX A:

Optional Family Engagement Opportunities to Support Meaningful Family Engagement *Offered by KY Collaborative for Families and Schools Partner Organizations and The Prichard Committee*

The list below serves as an example of various programs offered by KY Collaborative Partners and The Prichard Committee. These are optional and we will work to implement in your school if 1.) you are interested and have the capacity to support the activity, and 2.) the organization leading the program has the capacity to support this activity in your school/district. We will make every effort to ensure schools can participate in all programs of interest. There are no fees for these services.

For Schools:

- Family-Friendly School Certificate, going Live Fall 2021
- Quarterly Peer Learning Calls with Principals from other Family-Friendly Schools
- Assistance with establishing an effective parent advisory council (Spring 2022)
- Assistance with filling school parent leadership positions
- Trainings in home visits (Eastern Kentucky schools only)
- Support and resources during new Statewide Family Engagement Week (Nov. 2021)
- April Family Leadership in Education Summit
- Fall Groundswell Summit

For Educators:

- Online/in-person family engagement professional development
- Monthly Lunch and Learns
- Facilitated staff meetings to help teachers reflect on their family engagement practices
- Physical and/or Digital Book Distribution related to improving family engagement best practices
- Individual Certificates for completing Family and School Partnership Modules
- Peer learning opportunities
- April Family Leadership in Education Summit

For Families:

- Fall Parent Leadership Regional Basecamps
- Commonwealth Institute for Parent Leadership Fellowship: An 8-month leadership experience for families
- January Parent Leadership Retreat (3-day event)
- Navigo Coaching for student and families that supports middle and high schoolers in post-secondary education and career readiness (Northern Kentucky Schools only)
- Parent Café and Education Cafes
- Support and training for building a Parent Task Force (Eastern Kentucky Schools only)
- National Center for Families Learning Family Engagement support services (NCFL Schools only)
- Family Literacy Implementation Training and Support (NCFL Schools only)
- Physical and/or Digital Book Distribution related to improving family engagement best practices
- Peer Learning Opportunities
- April Family Leadership in Education Summit

APPENDIX B:

NYU Metro Center Invitation Letter for Survey Participation



Metropolitan Center for Research on Equity and the Transformation of Schools

February 8, 2021

Dear Principal,

Congratulations! Your school has been identified as a school delivering a high-impact family engagement program in the state of Kentucky. The Prichard Committee for Academic Excellence has contracted with the Metro Center at New York University to evaluate the Kentucky Statewide Family Engagement Center. As a school receiving services from a KY Collaborative partner (e.g. Prichard Committee, NCFL, PFE, or Learning Grove), we would like to gather some survey data to increase our understanding of how schools improve home/school partnerships. Dr. Joanna Geller and Dr. Danielle Perry at NYU Metro Center, who have conducted numerous studies on family engagement, are leading this work.

In order to understand the statewide impact of family engagement services in Kentucky, the research team would like to collect data from parents, teachers, and other school staff, beginning in early spring 2021. We will also collect survey data in spring 2022 and spring 2023. Participating in this study would require the following commitments:

- Designation of someone in your school who can work with the researcher on the dissemination of surveys
- Willingness for our team to collect annual survey data from parents and staff

We will document your school's family engagement practices via subgroup and descriptive analysis with other identified schools. We will also provide your school with an annual summary of key findings gathered from this data. Therefore, participating in this study will offer your school community the opportunity to further enhance your existing family engagement offerings, gain recognition for the work you are doing, and support other schools to improve.

Our research team will describe the study further to participants who agree to participate. Please keep in mind, all survey data is designed to be confidential. Participation in the research project is voluntary, and they will be able to withdraw at any point during the project.

The researchers will follow up this letter with more detailed information and look forward to learning from your school. Please let us know if you have any questions.

Best regards,

Joanna Geller, Ph.D.

Director of Policy, Research, and Evaluation, NYU Metro Center

Phone: 508-397-5265

Email: Joanna.geller@nyu.edu