

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
And  
Family and Children's Place Inc.**

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 Family and Children's Place Inc. (hereinafter "FCP") with its principal place of business at 525 Zane St, Louisville, KY 40203.

Whereas FCP has been awarded a 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> 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 school's 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.

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- e) 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 a child abuse and neglect records maintained by the Cabinet for Health and Family Services.
  - f) 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 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 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 in number 6 below; Any conviction for deadly weapon-related offenses;
    - 4. Any conviction for drug-related offenses, including felony drug offenses with in the past seven (7) years;
    - 5. 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.
    - 6. 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) FCP 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 FCP.

- i) If the performance of this Agreement involves the transfer by JCPS to FCP 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"), 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. 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 FCP 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 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 environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. FCP shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
  - 5. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. FCP shall notify JCPS within 24 hours in the event of any data breach.
  - 6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which 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.
- j) JCPS retains the right to audit FCP's compliance with the confidentiality requirements of this provision
- k) 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) 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.

- l) FCP 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 Agreement.
- m) FCP 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) FCP understands and agrees that the activities under this MOU 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 FCP. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to FCP.

## **II. Jefferson County Public Schools 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 21<sup>st</sup> Century Community Learning Center grant as needed to demonstrate compliance and adhere to grant guidelines.

### **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 July 28, 2021 and ending June 30, 2022.

### **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 FCP 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 FCP.

### **VII. Equal Opportunity:**

During the performance of this MOU, FCP 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 FCP 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. Payment:**

FCP will provide funding to JCPS in accordance with the budget in **Attachment A**. FCP will provide funding not to exceed \$38,191 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](mailto:Linda.Portaro@impactvllc.com)

**X. 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.

**XI. Entire Agreement:**

This MOU contains the entire agreement between JCPS and FCP and supersedes any and 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

**Jefferson County Public Schools**

\_\_\_\_\_  
Marty Pollio, Ed.D.  
Superintendent

\_\_\_\_\_  
Date

**Family and Children's Place, Inc.**

\_\_\_\_\_  
Pam Darnell  
Chief Executive Officer

\_\_\_\_\_  
Date

ATTACHMENT A

**21st Century Community Learning Centers**  
**Family & Children's Place - applicant**  
**Engelhard Elementary School**  
**July 28, 2021 - June 30, 2022**

**Extended Pay Certified**

*Academic Year:*

Three Certified Teacher - \$39.17 per hour  
2 hours @ 4 days per week @ 30 weeks \$28,202  
(academic instruction & interventions)

*Summer:*

\$39.17 per hour @ 24 hours \$2,820

**Fringes**

*Academic Year*

Medicare Match \$409  
Retirement \$4,542  
Unemployment \$282  
Workers Comp \$87

*Summer*

Medicare Match \$41  
Retirement \$454  
Unemployment \$28  
Workers Comp \$9

Total Direct Costs \$36,875  
Indirect Costs @ 3.57% \$1,316  
**TOTAL \$38,191**