

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Adelante Hispanic Achievers, Inc.**

This Memorandum of Agreement (hereinafter "Agreement") 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, the Adelante Hispanic Achievers, Inc., (hereinafter "Adelante"), a Kentucky non-profit corporation with its principal place of business at 2843 Brownsboro Rd. Suite 101, Louisville, Kentucky 40206.

WHEREAS Adelante provides programming designed to prevent summer learning loss and provide a safe place for at risk youth to learn and grow through hands on experiences and immersive learning experiences;

WHEREAS Adelante and JCPS wish to partner to provide extended learning opportunities for JCPS students outside of school time (the "Project");

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

I. Adelante agrees to:

- a) Provide extended learning opportunities for approximately fifty JCPS students on weekends during the regular school year. There will be at least 10 sessions from 10:00 a.m. to 4:30 p.m.
- b) Provide extended learning opportunities for approximately fifty JCPS students in the summer. Summer programming will occur Tuesday through Friday from 10:00 a.m. to 4:30 p.m. for a period of 3 to 4 weeks.
- c) Provide parent engagement activities for parents of JCPS students.
- d) Recruit program participants and staff
- e) Coordinate all logistics of the Project with JCPS
- f) Collaborate with JCPS to ensure the quality of instruction provided during the program
- g) Not use the name or logo of JCPS or its schools in printed materials, websites, videos or social media without prior approval from JCPS

Chief of Communications.

- h) If this Agreement requires Adelante and/or any employees of Adelante to access school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Agreement 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 Kentucky 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 Kentucky Cabinet for Health and Family Services.
- i) Adelante 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.
- j) Ensure that all staff/volunteers wear appropriate facial coverings and are vaccinated or routinely tested for COVID-19.
- k) 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. The volunteer has undergone all required records check.
- l) Adelante 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.
- k) JCPS retains the right to audit Adelante's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to Adelante 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"), UofL 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 UofL and its employees, contractors, volunteers, and

agents, without 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 UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL 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. UofL 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 this agreement.
 - 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 UofL necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement 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 days (30) after the date by which Adelante no longer needs it for the purposes of this Agreement. Adelante will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- n) 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, 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.
 - o) Adelante acknowledges that any violation of this Agreement 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 Agreement pursuant to Article V of this Agreement.

- p) Adelante understands and agrees that the Project may not interfere with the instructional program of JCPS.
- q) To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to Adelante. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Adelante staff, students, volunteers or contractors.
- r) Adelante agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Adelante itself, in connection with the performance of this Agreement. Adelante also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Adelante in connection with the performance of this Agreement. This provision survives the termination of this Agreement.

II. JCPS agrees to:

- a) Assist Adelante in recruiting program participants
- b) Coordinate logistics of the Project with Adelante
- c) Provide technical assistance to ensure the quality of programming provided
- d) Upon receipt of an itemized invoice, reimburse Adelante for up to \$40,000 in expenses related to the Project

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) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.

IV. Period of Performance & Termination

This Agreement shall be in effect for the period beginning February 2, 2022 and ending August 30, 2022. Either party may terminate this Agreement by giving the other 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement immediately in the event that student confidentiality or safety is deemed to be in jeopardy or for any other reason the Superintendent determines is in the best interest of the school.

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 Adelante

VI. Equal Opportunity

During the performance of this Agreement, Adelante 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.

VII. Independent Parties

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

IX. 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.

X. Entire Agreement

This Agreement contains the entire Agreement between JCPS and Adelante related to the Project 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 name, on the day and year signed below, with the effective date as of February 2, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

ADELANTE HISPANIC ACHIEVERS, INC.

Margarita McAtee
Adelante Hispanic Achievers
Board President

9 January 2022
Date