



**Kentucky Educational Television Foundation, Inc.**  
**600 Cooper Drive**  
**Lexington, KY 40502**

**Grant: Virginia Clark Hagan**

**Department: Education**

**Budget Code: 4136**

**Encumbrance**

**Amount: \$3,130**

**This Grant**

**Is Effective: 1/1/2022**

**And Expires: 9/30/2022**

**Grant For: Jefferson County Board of Education for the Bloom/Hawthorne Family  
Resource Center**

## **GRANTEE**

### **AGREEMENT**

This agreement is made and entered into this January 1, 2022, by and between Kentucky Educational Television Foundation, Inc., 600 Cooper Drive, Lexington, KY 40502, hereinafter referred to as the Foundation, and Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "Grantee"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218

### **RECITALS**

**WHEREAS** the Foundation is providing funding to support the implementation of the Scratch Jr Family Community Learning (FCL) program at Hawthorne Elementary School through the Family Resource Centers (FRC).

**WHEREAS** the Family and Community Learning workshop is a series of four sessions which are two hours long spanning four consecutive weeks designed for families with children ages 5-8 however; siblings of all ages are welcome. The Scratch Jr app is a free app that introduces coding to children by giving them a chance to create their own animated stories using PBS KIDS characters. The workshops' content and structure are designed to support and foster collaboration, communication, creativity, and problem-solving skills within the families while also empowering their self-perceived potential to be involved in the STEM subjects.

**WHEREAS**, the Foundation desires to have the following services performed on its behalf; and

**WHEREAS**, the Foundation has concluded that KET Foundation personnel are not available to perform said service or it would not be feasible to utilize KET Foundation personnel to perform said services; and

**WHEREAS**, the Grantee is available and is qualified to advise and/or perform said service; and

**WHEREAS**, for the hereinbefore stated reason(s), the Foundation desires to avail itself of the services of the Grantee;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed by and between the Foundation and the Grantee:

### **SECTION 1. DESCRIPTION OF SERVICES**

The Grantee will perform the services described with particularity as follows:

- Complete Scratch Jr FCL on or before August 31, 2022.
- Serve 12+ families at the Scratch Jr FCL and prioritize registration for children ages 3 to 8 from low-income households.
- Encourage continued participation of children and/or families throughout the entire Scratch Jr FCL.
- Designate at least 2 people to attend the partner implementation kick-off meeting (virtual) conducted by KET staff.

- Ensure lead facilitator completes the PBS KIDS self-paced course - [Learning for All: Inclusive & Equitable Facilitation](#). Certificate of completion must be submitted with interim report. The course takes approximately 8 hours, is free and open to all facilitators.
- Provide space, food, and enough facilitators for a successful Scratch Jr FCL. It is suggested that for a FCL there is 1 facilitator for every 4 families.
- Ensure facilitators have materials to successfully implement Scratch Jr FCL. Materials list for FCL available upon request.
- Ensure all facilitators and families participating in the Scratch Jr FCL complete the required evaluation survey.
- Submit invoice upon signed contract.
- Submit interim report and invoice 4 weeks prior to event.
- Submit proofs of any print materials to the Foundation prior to printing.
- Submit required reports, including attendance records, event photos, and final invoice to the Foundation within 15 days of event completion, but no later than September 15, 2022.

The Foundation will:

- Provide virtual partner implementation kick-off meeting.
- Provide technical assistance leading up to the event and conduct one on-site technical assistant visit during the Scratch Jr FCL.
- Provide forms, templates, and other required documents.
- Provide a limited amount of equipment (iPads) on loan to partner, as needed, for the Scratch Jr FCL, pending availability.
- Provide printed materials needed to execute the Scratch Jr FCL, including but not limited to facilitator guide, family/camper journals etc.
- Provide 2 bundles to serve 12+ families with books and take-home activities for children and/or families attending the Scratch Jr FCL.
- 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 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 operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.
- All employees, volunteers and contractors of Foundation performing services on JCPS school premises during JCPS school hours 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 Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- Require volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to have on file a Criminal Records Check, per KRS 160.380 and JCPS requirements, completed no more than five years ago. Volunteers convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
  - Any conviction for sex-related offenses;
  - Any conviction for offenses against minors;
  - Any conviction for felony offenses, except as provided below;
  - Any conviction for deadly weapon-related offenses;
  - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;

- Any conviction for violent, abusive, threatening or harassment related offenses;
- Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services on JCPS school premises during JCPS school hours under this Agreement.

If in performing services under this Agreement, Foundation desires to collect any type of data or information, other than what is listed in Agreement, for any purpose, Foundation must submit a separate Request through the JCPS Data Request Management System ("DRMS") and agrees to comply with JCPS' response. Any data collection needs to be approved through a DRMS request before schools; staff or JCPS are asked to provide data. For any project involving research, participation is voluntary, and research activities must be approved through Accountability, Research, and Systems Improvement Department and will not take place before approval is secured from the appropriate Institutional Review Board (IRB).

- If the performance of this Agreement involves the transfer by JCPS to FOUNDATION 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"), Foundation 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 Foundation 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 Foundation to comply with all applicable provisions of FERPA with respect to any such data. Foundation 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. Foundation shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity.
  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 Foundation 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 it is no longer needed by Foundation for the purposes of this Agreement. Foundation will require all employees, contractors, volunteers, or agents of any Foundation's compliance with the confidentiality requirements of this provision.

## SECTION 2. COMPENSATION

- A. Payment to the Grantee shall be made as follows:

Upon execution of contract and submission of invoice	\$2,130
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Upon submission of interim report and required documents with invoice 4 weeks prior to event	\$1,000
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B. Grantee agrees that such sum shall be the full compensation for his/her services hereunder unless otherwise stated herein. (If approved, the Grantee will be reimbursed for expenses upon receipt of an expense reimbursement voucher including receipts for all items. If mileage is to be reimbursed, it shall be at the rate established for State of Kentucky Employees.)

### **SECTION 3. SOCIAL SECURITY**

The parties are cognizant that the Foundation is not liable for Social Security contribution pursuant to 42 U. S. Code, Section 418, relative to the compensation of the Second Party for this Grant.

Grantee shall be solely responsible for payment of wages and benefits to any employees used in the conduct of this Grant. This Grant relationship shall not be construed as exclusive.

Grantee shall not hire Foundation or KY Authority for Educational Television employees to perform any portion of the work or services provided for herein, except upon written prior approval of the Foundation.

### **SECTION 4. LIABILITY**

To the extent allowed by law, the Foundation and Grantee mutually agree to indemnification for any and all liability or loss arising in any way out of the performance of their respective obligations under this Grant. The work to be performed under this Grant will be entirely at the Grantee's risk. Any public liability or Worker's Compensation insurance which may be required for performance of the Grant is the sole responsibility of the Grantee.

### **SECTION 5. DURATION**

Either party may cancel this Grant on fourteen days' written notice; otherwise, the Grant shall remain in force until 9/30/22. The Grant period will be start date of 1/1/22 and end date of 9/30/22.

### **SECTION 6. INTEGRATION AND MODIFICATION**

This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. There may be no modification of the agreement, except in writing, executed with the same formality as this instrument.

### **SECTION 7. DISCRIMINATION**

It is the strict policy of the Foundation to comply with state and federal prohibitions against discrimination because of race, religion, color, national origin, sex, age or handicap in the

selection of the Granting parties. Grantee agrees that it will comply with all state and federal prohibitions against discrimination because of race, religion, color, national origin, sex, age, or disability in all of its employment practices.

#### **SECTION 8. CONFLICT OF INTEREST LAWS AND PRINCIPLES**

By his/her signature, the Grantee certifies that he/she is legally entitled to enter into this Grant with the Kentucky Educational Television Foundation, Inc.; that he/she is not violating any conflict of interest law or the State of Kentucky's Executive Branch Code of Ethics (relating to the employment of former public servants). Further, if the Grantee is a retiree under state law, Grantee certifies that he/she has notified and received permission from the Kentucky Employee Retirement System (KERS) to perform services under this Grant.

#### **SECTION 9. OWNERSHIP**

Grantee hereby agrees that Kentucky Educational Television, Foundation, and/or Kentucky Authority for Educational Television shall forever own copyrights. Duties under this Grant shall be considered "work for hire." Grantee hereby irrevocably assigns to Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television all rights, title, and interest in and to all copyrights in these Grant works. Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television shall have the right to assign its rights under this Grant to others and to further market, sell, and distribute the materials in any manner whatsoever.

Grantee certifies that all work is the sole creation of the Grantee as an original work, except where indicated. Where aspects of the work/information is that of another, the Grantee will obtain written permission allowing Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television the right to use the work/information or provide evidence that the work/information may be used by Kentucky Educational Television Foundation and/or Kentucky Authority for Educational Television.

#### **SECTION 10. CHOICE OF LAW AND FORUM**

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that if any legal action is brought on the basis of this agreement it shall be filed in the Fayette County Circuit Court of the Commonwealth of Kentucky.

#### **SECTION 11. AUTHORIZED TO DO BUSINESS IN KENTUCKY**

The Grantee affirms that is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of the Grant.

IN WITNESS WHEREOF, the parties have executed this Agreement at Louisville, Kentucky, the day and year first above written.

**KENTUCKY EDUCATIONAL TELEVISION FOUNDATION, INC.**

SIGNATURE: \_\_\_\_\_

BY: Elaine Crawford

TITLE: Senior Director for Policy and Compliance

EMAIL: ecrawford@ket.org

PHONE: 859-258-7261

DATE: \_\_\_\_\_

**JEFFERSON COUNTY BOARD OF EDUCATION, GRANTEE**

SIGNATURE: \_\_\_\_\_

BY: Marty Pollio, Ed.D.

TITLE: Superintendent

ADDRESS: 3332 Newburg Road, Louisville, KY 40218

EMAIL: marty.pollio@jefferson.kyschools.us

PHONE: 502-485-3251

DATE: \_\_\_\_\_

TIN:/SS: \_\_\_\_\_

FUNDS AVAILABLE:

\_\_\_\_\_  
Business Office

DATE: \_\_\_\_\_

Business Office

