# Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is entered into between Family Scholar House ("FSH") and the Hardin County School district ("HCS"), dated February 17, 2022.

# Recitals

FSH is familiar with students, academic programs, and campuses, various requirements that Students must meet to properly enroll, and other resources available in the community to ease a FSH has offered to assist HCS free of charge in contacting Students, Former Students, and Potential Students about post-secondary plans and support services.

# Terms and Conditions

1. **Term:** The term of this Agreement shall commence on February 17, 2022, and shall continue until June 30, 2023, unless terminated by either party as provided herein.
2. **Termination:** Either party may terminate this Agreement with or without cause at any time with written notice to the other party.
3. **Amendment:** This Agreement may only be modified by mutual written agreement.
4. **HCS's Responsibilities:** HCS shall assume the following responsibilities:
	1. Provide Students' directory information to FSH.
	2. Provide and/or clarify information about HCS's enrollment processes and requirements to FSH, to include any scripts, discussion points, other marketing material, limitations of discussion, and parameters by which to refer Students directly to HCS.
	3. Coordinate with FSH on recording and sharing notes about Students' questions and concerns.
	4. Provide to and coordinate with FSH any other duties or resources to facilitate FSH' s assistance in increasing Students' enrollment at HCS.
5. **FSH's Responsibilities:** FSH shall assume the following responsibilities:
	1. Contact Students based solely on the student directory information provided by HCS.
	2. Follow scripts and other guidance provided by HCS when engaged with Students.
	3. Accurately communicate information about HCS's enrollment processes and requirements to Students.
	4. Consult with HCS regarding student questions, concerns, and recommendations for referrals ·while maintaining student confidentiality.
6. **Legal Relationship: N**othing in this Agreement or in the relationship shall imply or be

Interpreted as implying an employment relationship between HCS and FSH. No representatives

**for** either party shall act as an agent for the other party or represent authority to act as such.

1. **Third Parties:** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
2. **Assignment:** This Agreement shall not be assigned by either party.

## **Student Data:** HCS and FSH shall maintain and share records of Students in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA"). FSH shall be designated a "school official" in accordance with FERPA.

To the extent FSH receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 ("Act"), FSH shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non­ affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as HCS's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying HCS of a security breach relating to Personal Information in the possession of FSH or its agents or subcontractors within seventy-two hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and HCS abides by the requirements set forth in that exception; and (iv) cooperating with HCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by FSH; and (vi) at HCS's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

1. **Transfer/Destruction of Data After Agreement Expiration:** Upon termination, cancellation, or expiration of this Agreement and any subsequent addendum(s), FSH shall either safeguard, return, or destroy, as notified by HCS or in accordance with FERPA rules and regulations, all data provided to FSH by HCS or Students.
2. **Liability and Indemnification:** FSH shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions, and shall indemnify HCS. To the extent permitted by Kentucky law, HCS shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions.
3. **Insurance:** Without limiting any liabilities or any other obligations, both parties shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages.

Commercial General Liability: Insurance shall provide coverage for the term of this Agreement and for a minimum of two years after the conclusion or termination of this Agreement, and shall include broad form contractual coverage with limits of$ 1,000,000 per occurrence and $3,000,000 annual aggregate.

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include Employer's liability insurance with a minimum limit of

$1,000,000 for each accident.

HCS reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Agreement.

1. **Nondiscrimination:** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any student, employee, or job applicant on the basis of race, color, religion, sex, national origin, age,

disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state, or local laws. Each party hereto warrants that they are in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances.

1. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.
2. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
3. **Notice:** Any notice, demand, or consent required or permitted to be given hereunder shall be effective upon delivery if hand-delivered, if sent by registered or certified mail with return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address(es) set forth below or such other address(es) as either party may designate in writing:

To HCS: To FSH:

Hardin County Board of Education

65 W.A. Jenkins Rd

Elizabethtown, KY 42701

Electronic mail shall not constitute written notice.

Family Scholar House 403 Reg Smith Circle Louisville, KY 40208

1. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Each party understands and agrees that HCS is a Kentucky public agency and any and all allegations and claims for negligence against HCS arising from actions taken under this Agreement shall be brought before the Kentucky Claims Commission pursuant to Chapter 49.

# Approval

In Testimony whereof, Witness the duly authorized signatures of the parties hereto:

# Family Scholar House

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 Cathe Dykstra Date

President and Chief Executive Officer

**Hardin County Schools**

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Superintendent

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Charlie Wise Date

Chairperson