

**Amendment to Memorandum of Understanding
Between
Jefferson County Board of Education
and
La Casita Center Incorporated**

This Amendment to Memorandum of Understanding (hereinafter "Amendment") 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 La Casita Center, Incorporated (hereinafter "La Casita"), a Kentucky non-profit corporation with its principal place of business at 223 East Magnolia Avenue, Louisville, Kentucky 40208.

WHEREAS, the Parties entered into a Memorandum of Understanding regarding the La Casita Collaborative Project effective December 15, 2021 (the "MOU");

WHEREAS, the Parties wish to extent the term of the MOU through June 30, 2023.

THEREFORE, this Amendment hereby amends Section IV of the MOU to remove the ending date of May 31, 2022 and to replace that date with an ending date of June 30, 2023.

Except as set forth in this Amendment, the remaining terms of the MOU are unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of May 25, 2022

Jefferson County Board of Education:

By: _____

Dr. Martin A. Pollio
Superintendent

Date: _____

La Casita Center Incorporated:

By:  _____

Karina Barillas
Executive Director

Date: 04/22/2022

**Memorandum of Understanding
Between
Jefferson County Board of Education
And
La Casita Center, Incorporated**

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 La Casita Center, Incorporated. (hereinafter "La Casita"), a Kentucky non-profit corporation with its principal place of business at 223 East Magnolia Ave, Louisville, KY 40208.

WHEREAS La Casita is a community non-profit organization that provides support to the Louisville Latinx community through education, empowerment, advocacy, and wellness. La Casita connects people and works intentionally to build a thriving community. La Casita offers programming to support education and advocacy for children, youth, immigrants, and refugees.

WHEREAS JCPS is a public school district, and this initiative is a collaboration between JCPS and the La Casita Center to provide academic tutoring and Kindergarten Readiness programs, integrate culturally responsive teaching, English Language Development, and language support. JCPS staff will work closely with La Casita to help enhance student learning. The goals of these programs are language and cultural empowerment, language development, social-emotional development, and academic content understanding. This collaborative partnership addresses barriers that lead to equity disparities.

WHEREAS, JCPS and La Casita desire to partner for the JCPS and La Casita Collaborative Project. (hereinafter "JCPS and La Casita Collaborative Project"). This project will offer virtual and in-person support for families taking advantage of La Casita programming. Tutoring and kindergarten readiness program will be available for students. This initiative will be funded by JCPS for a one year period.

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

I. La Casita agrees to:

- a) Offer in person or virtual tutoring sessions depending upon La Casita and CDC Guidelines.
- b) La Casita and JCPS staff members will determine the amount of tutoring needed on a student by student basis and, depending on each student case (to be determined between La Casita and JCPS staff members), La Casita offers at least 1 -hour tutoring session per week per student enrolled in the year-round tutoring program.
- c) Offer four 1-hour drop in tutoring sessions per week for students needing additional school support who are NOT enrolled in the year round program.
- d) Structure the tutoring program so 3 certified bilingual teachers or Bilingual Associate Instructors (BAIs) each provide tutoring support do not to exceed 15 hours per week including lunch and planning times. Weekly responsibilities may include, but are not limited to, providing tutoring sessions, attending Child Enrichment staff meetings, responding to emails, facilitating regular parent/tutor conferences, communicating with parents and teachers, and attending La Casita staff meetings Wednesdays from 9:30-10:30am when appropriate and not to exceed once a month.
- e) Offer in person or virtual instruction depending up La Casita and CDC Guidelines for kindergarten readiness. During virtual instruction, staff will provide 3 – 4 video lessons per week. Upon resuming in-person instruction, JCPS hired staff will work from 9:00am – 2:00pm on Tuesdays. In addition, the Lead Part-Time JCPS Teacher and Child Enrichment Coordinator will collaborate to provide one weekly virtual lesson.
- f) Structure the kindergarten readiness program so 2 bilingual teachers each support instruction for a maximum of 5 hours a week and the Lead part-time teacher supports instruction for a maximum of 7 hours per week, including fifty minutes of planning time.
- g) Monitor the project and provide data collection for feedback.
- h) Ensure recruitment and participation of students.
- i) Accompany families in preparing children for school while providing full wraparound services. i.e. communication, technology support, community building.
- j) Provide an orientation for the JCPS hired bilingual teachers that incorporates
 - knowledge of the services that La Casita provides,
 - culturally relevant and culturally specific best practices for the classroom,
 - detailed explanations of the values and mission of La Casita

- cross-cultural hospitality and accompaniment modeled around wrap-around services
- k) Collaborates with the JCPS Lead part-time teacher to structure and develop programs and design instruction including virtual content for kindergarten readiness. La Casita agrees to provide a Child Enrichment Coordinator and/or Youth Academic Counselor to ensure this collaboration.
 - l) Provide materials and resources for instruction.
 - m) Communicate with families about instruction, progress, and support.
 - n) Follow JCPS policies and the JCTA contract with staff employed.
 - o) Follow the timeline provided by JCPS for notifying employees of work schedules and students they are supporting.
 - p) The JCPS Lead part-time teacher and the La Casita Child Enrichment Coordinator may collaborate to redesign programmatic needs after the execution of the Agreement by JCPS and La Casita with the approval of the ESL Specialist.
 - q) All employees, volunteers and contractors (including employees of contractors) of La Casita 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.
 - r) 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.
 - r) 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;
 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.

7. 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.

- s.) La Casita 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 La Casita.
- t.) If the performance of this Agreement involves the transfer by JCPS to La Casita 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”), La Casita 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 La Casita 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 La Casita to comply with all applicable provisions of FERPA with respect to any such data. La Casita 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. La Casita 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. 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 La Casita 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 La Casita for the purposes of this Agreement. La Casita will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

u.) JCPS retains the right to audit La Casita's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to La Casita 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"), La Casita 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 La Casita 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 La Casita to comply with all applicable provisions of FERPA with respect to any such data. La Casita shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.

v.) 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.

- w.) La Casita 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.
- x.) La Casita 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/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- y.) La Casita understands and agrees that the Project may not interfere with the instructional program of JCPS.
- z.) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to La Casita. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to La Casita.

II. Jefferson County Public Schools agrees to:

- a.) Provide a Lead part-time teacher position to help collaborate with La Casita in supporting Latinx multilingual students and provide consultation on the programming provided by La Casita. The Lead part-time teacher shall be responsible for co-teaching kindergarten readiness program in-person and virtually (based on La Casita and CDC guidelines) 7 hours per week. An additional 3 hours per week will be in collaboration with the Child and Youth Enrichment Coordinator and JCPS team in supporting students at La Casita.
- b.) Provide 5 certified bilingual teachers or BAIs to support the tutoring program and the kindergarten readiness program. Three of these teachers will work not to exceed 15 hours per week on afternoons, evenings, and weekends, including planning. Two of these teachers will work Tuesdays from 9:00am to 2:00pm if in person instruction is approved based on La Casita and CDC guidelines or at other times if this instruction is virtual. This time will include lunch and planning. JCPS Staff can communicate between-in collaboration with school-based teachers and parents/guardians to: support the holistic needs of students, ensure language access for all

parties involved, share progress, refer or provide families with the aforementioned services provided by La Casita.

- c.) In collaboration with La Casita, communicate to all applicants the values La Casita upholds, including, but not limited to:
 - i. Intentionally and confidentially honor the stories, struggles, and needs of others
 - ii. Welcome opportunities to expand our knowledge and understanding
 - iii. Act in solidarity towards the goals of equity and inclusion
 - iv. Educate and accompany families, students, and peers on the goals of equity and inclusion
- d.) In collaboration with La Casita, communicate to all applicants the expectation to participate in the aforementioned orientation and trainings. JCPS staff will be expected to uphold the values and mission of La Casita in their roles as tutors, teachers and communicators.
- e.) JCPS staff will collaborate to ensure consistent communication to and from La Casita and JCPS regarding student and family needs in the tutoring program.
- f.) Collaborate with La Casita to refine program needs.
- g.) Post the positions and hire staff for the tutoring and kindergarten readiness programs.
- h.) The JCPS Lead part-time teacher and the La Casita Children and Youth Enrichment Coordinator may collaborate to redesign programmatic needs after the execution of the Agreement by JCPS and La Casita with the approval of the ESL Specialist.
- i.) The ESL department shall provide oversight and required training to JCPS staff in these programs.

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 December 15, 2021 and ending May 31, 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 or La Casita upon ten (10) business days' written notice for failure to cure a material breach of this MOU. The Jefferson County Board of Education may terminate this MOU 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 or district.

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 La Casita.

VII. Equal Opportunity:

During the performance of this MOU, La Casita 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 La Casita 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. Entire Agreement:

This MOU contains the entire agreement between JCPS and La Casita 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

LA CASITA CENTER, INCORPORATED

Name
Title

Karina Panillas
Karina Panillas
Executive Director

Date

11/22/2021

