

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
The Backside Learning Center, Inc.

This Memorandum 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 and The Backside Learning Center, Inc. (hereinafter "Backside Learning"), a Kentucky non-profit corporation located at 3131 South Second Street, Louisville, Kentucky 40208.

WHEREAS the U.S. Department of Education through the Kentucky Department of Education has awarded FY22 American Rescue Plan - Elementary and Secondary Schools Emergency Relief - Homeless Children and Youth Phase II funds to JCPS, which have been authorized for use under any of the sixteen uses currently permitted by the McKinney-Vento Act (see 42 U.S.C. 11433(d)), and may also be used for "any expenses necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth."

WHEREAS The McKinney-Vento Act provides rights and services to children and youth experiencing homelessness, which includes those who are: sharing the housing of others due to loss of housing, economic hardship, or a similar reason; staying in motels, trailer parks, or camp grounds due to the lack of an adequate alternative; staying in shelters or transitional housing; or sleeping in cars, parks, abandoned buildings, substandard housing, or similar settings.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and BACKSIDE LEARNING agree to identify and serve JCPS students and their families who are experiencing homelessness:

1. Duties of BACKSIDE LEARNING:

- a. Furnish one bilingual Youth Case Manager (75% of time committed to project), a Youth Engagement and Academic Success Coordinator (25% of time committed to project) and a Social Services Manager (15% of time committed to project) to deliver the following services:
- b. Provide intensive case management that connects JCPS students experiencing homelessness and their families with BACKSIDE LEARNING resources and community services, including housing referrals and basic needs assistance.
- c. Offer educational advocacy to assist students and families experiencing homelessness with the school application process, understanding school choices, communicating with classroom teachers, creating student growth plans, accessing JCPS resources and programs.
- d. Deliver out of school programming to JCPS students experiencing homelessness, including twice-weekly tutoring sessions, and summer and spring break camps.

- e. Provide monthly Parent Support and Engagement programming.
- f. Meet quarterly with JCPS Homeless Coordinator and JCPS social workers to report on project activities, create and implement a referral process, accept referrals for case management, and discuss service needs of identified students and families.
- g. Provide case management to at least 25 JCPS students experiencing homelessness. Furnish Parent Engagement services to at least 20 families experiencing homelessness. Supply educational advocacy to at least 25 JCPS students experiencing homelessness. Deliver out of school time/academic support programming to a minimum of 25 JCPS students experiencing homelessness.
- h. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- i. For any projects involving program evaluation, monitoring activities, or data collection or research 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.
- j. If the performance of this Agreement involves the transfer by JCPS to BACKSIDE LEARNING of any data regarding any student, BACKSIDE LEARNING acknowledges the data shared by JCPS is confidential data and proprietary to JCPS, and it agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Education Rights and Privacy Act, 20 U.S.C. 1232 (g) and 34 C.F.R. 99.31 (a) (6) (“FERPA”); the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
- k. If the performance of this Agreement involves the transfer by JCPS to BACKSIDE LEARNING of any data regarding any student that is subject to FERPA, BACKSIDE LEARNING agrees to:
 - 1. 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 BACKSIDE LEARNING 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.

2. Require all employees, contractors, volunteers, and agents of BACKSIDE LEARNING to comply with all applicable provisions of FERPA with respect to any such data. BACKSIDE LEARNING shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 3. 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. BACKSIDE LEARNING 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.
 4. 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 BACKSIDE LEARNING 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.
 5. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which BACKSIDE LEARNING no longer needs it for the purposes of this Agreement. BACKSIDE LEARNING will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- l. JCPS retains the right to audit BACKSIDE LEARNING's compliance with the confidentiality requirements of this provision. BACKSIDE LEARNING 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 5 of this Agreement.
 - m. 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, which names the Board of Education as co-insured, and provide JCPS with a certificate of insurance upon request.
 - n. Require all BACKSIDE LEARNING employees/interns/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five

years ago. Employees/interns/volunteers/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

1. Any conviction for sex-related offenses.
 2. Any conviction for offenses against minors.
 3. Any conviction for felony offenses, except as provided below.
 4. Any conviction for deadly weapon-related offenses.
 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 6. Any conviction for violent, abusive, threatening or harassment related offenses.
 7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- o. All BACKSIDE LEARNING employees, interns, volunteers and contractors under this Agreement shall immediately notify the Homeless Education Coordinator 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.
- p. BACKSIDE LEARNING shall require all employees/interns/volunteers/contractors performing services on JCPS school premises during JCPS school hours under this Agreement 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 and neglect records maintained by the Cabinet for Health and Family Services.
- q. BACKSIDE LEARNING staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- r. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to BACKSIDE LEARNING. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to BACKSIDE LEARNING.

- s. **Amount of Award and Method of Payment:** The method of payment will be cost reimbursement. BACKSIDE LEARNING will submit detailed invoices within thirty (30) days of the end of each quarter to the JCPS Homeless Coordinator, consistent with the approved budget.

2. Duties of JCPS

- a. The JCPS Homeless Coordinator must ensure BACKSIDE LEARNING representatives receive appropriate background checks prior to the beginning of services.
- b. JCPS Homeless Coordinator or their designee will provide project guidance and oversight to BACKSIDE LEARNING.
- c. Reimburse BACKSIDE LEARNING for services within 30 days of an approved invoice for a total amount not to exceed \$67,516.72.

3. Mutual Duties:

- a. Each party shall comply with the 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 based on 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
 - b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
 - c. The respective administrative offices of JCPS and BACKSIDE LEARNING who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term:** This Agreement shall be effective commencing February 8, 2023 and shall terminate on September 30, 2023.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving thirty (30) days prior written notice to the other party. If JCPS terminates the Agreement, BACKSIDE LEARNING will be permitted in their discretion to continue to provide services during the period in which the thirty (30) day notice becomes effective.

6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and BACKSIDE LEARNING.
7. **Independent Parties:** JCPS and BACKSIDE LEARNING are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and BACKSIDE LEARNING concerning the American Rescue Plan – Homeless Children and Youth project and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

The Backside Learning Center, Inc.:

Marty Pollio, Ed.D, Superintendent

Sherry Stanley

Sherry Stanley, Executive Director

Date: _____

Date: 1/26/2023