

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

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 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 this initiative is a collaboration between JCPS and the La Casita Center to provide academic tutoring and kindergarten readiness programs and integrate culturally responsive teaching, English Language Development, and language support.

WHEREAS, JCPS and La Casita desire to partner for the JCPS and La Casita Collaborative Project. (hereinafter "Project").

NOW THEREFORE, considering the premises and the mutual promises outlined in this Agreement, JCPS and La Casita agree to collaborate on the Project described below.

1. Duties of JCPS:

- a. Work closely with La Casita to implement the Project as outlined in Attachment A.
- b. Provide a JCPS Lead to collaborate with La Casita in supporting Latinx multilingual students and provide consultation on the programming provided by La Casita.
- c. The JCPS Lead will provide up to 12 hours for instructional programming and oversight and an additional three hours per week in collaboration with the Child and Youth Enrichment Coordinator and JCPS team in supporting students at La Casita.
- d. Provide up to five certified bilingual teachers or Bilingual Associate Instructors to support the tutoring and kindergarten readiness programs.
- a. JCPS staff working with La Casita will be expected to uphold the values and mission of La Casita in their roles as tutors, teachers, and communicators, 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; and
 - iv. Educate and accompany families, students, and peers on the goals of equity
 - v. and inclusion.
- b. In collaboration with La Casita, communicate the expectation to participate in the aforementioned orientation and training to all applicants.

- c. Ensure JCPS Lead Teacher collaborates for consistent communication to and from La Casita and JCPS regarding student and family needs in the tutoring and Kindergarten Readiness programs.
- d. With La Casita Children and Youth Enrichment Coordinator to redesign programmatic needs after the execution of the Agreement by JCPS and La Casita with the approval of the ESL Specialist.
- e. Provide oversight and required training to JCPS staff working in these programs.
- f. JCPS staff and will comply with all La Casita health safety guidelines, including rules related to COVID-19 mitigation.

2. Duties of La Casita:

- a. Implement the Project as outlined in Attachment A.
- b. 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.
- c. If La Casita plans to use any digital resource to provide students services, including digital platforms, websites, or databases, JCPS Digital Resource Review Committee may be required to approve if such resources are used in the JCPS school or location or on a JCPS-issued device.
- d. La Casita staff and volunteers will comply with all JCPS health safety guidelines, including rules related to COVID-19 mitigation.
- e. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to La Casita. During any periods of Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to La Casita.
- f. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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.
- g. 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 USC 1232g as amended, ("FERPA"), La Casita and JCPS must manage

the data transfer in accordance with FERPA requirements, and La Casita agrees to the following conditions:

- i. If La Casita requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to La Casita before the JCPS IRB-approved informed consent process has been executed. In this case, La Casita does not function as an exception under FERPA. La Casita is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this Agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. La Casita must deliver copies of the signed authorization to JCPS upon request.
- ii. If La Casita has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then La Casita shall:
 - (a) 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.
 - (b) 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 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.
- h. 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 contractor, volunteer, or agent with access to data pursuant to this Agreement. La Casita shall require that each employee with access to data as outlined herein is informed of its confidential nature and is required to maintain its confidentiality on terms no less restrictive than those contained herein or as otherwise required by applicable law.
- i. 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 this Agreement.
- j. 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.

- k. Acknowledges that JCPS retains the right to audit La Casita's compliance with this Agreement.
- l. La Casita 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.

3. Mutual Duties:

- a. Each party shall not discriminate 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 administrative offices of JCPS and La Casita, who are responsible for implementing 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 July 1, 2023, and shall terminate on June 30, 2024. The Agreement may be extended by a mutual written Agreement of JCPS and La Casita.
- 5. Termination:** Either party may terminate this Agreement before the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, La Casita will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this Agreement immediately in the event of a student health or safety concern or a breach of paragraph 2. j above. In the event of an immediate termination, La Casita shall not be permitted to continue to provide services after receipt of the notice of termination.
- 6. Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and La Casita.
- 7. Independent Parties:** JCPS and La Casita 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. However, each party shall be liable for any negligent or wrongful acts of its 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 La Casita concerning La Casita and supersedes all prior written or oral agreements 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.

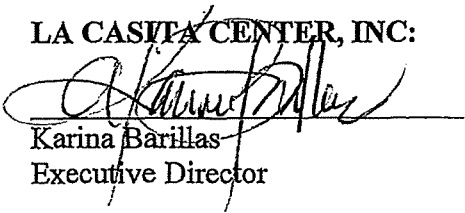
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D
Superintendent

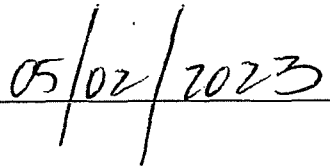
Date

LA CASITA CENTER, INC:



Karina Barillas
Executive Director

Date


05/02/2023

Attachment A

JCPS and La Casita will use the following process to support the Project.

1. All JCPS employees identified for this Project will receive orientation and training for the La Casita program focusing on kindergarten readiness and virtual tutoring.
2. JCPS lead teacher will be the liaison between JCPS and La Casita and support programming with virtual tutoring and kindergarten readiness for up to 15 hours per week on a schedule agreed upon by JCPS and La Casita.
3. JCPS lead teacher will update and report programming needs with the district ESL Department.
4. For kindergarten readiness, one ESL Bilingual Associate Instructors (BAI) or ESL teacher will work up to five hours per week each on a schedule agreed upon by JCPS and La Casita.
5. For virtual tutoring, up to four ESL BAIs or ESL teachers will each work up to 15 hours per week. One of these staff members will be available to support in-person tutoring and the kindergarten readiness program for up to 5 hours weekly when programming resumes in-person.
6. JCPS employees will meet with La Casita for up to one hour each week as part of program planning.
7. All JCPS employees will collaborate to ensure consistent communication to and from La Casita and JCPS regarding student and family needs in the virtual tutoring and kindergarten readiness programs.
8. La Casita will manage programming schedules and provide resources and materials for all JCPS employees participating in the Project.
9. La Casita will produce 3-4 video lessons per week and post them for families to access to support kindergarten readiness.