

MEMORANDUM OF AGREEMENT
JEFFERSON COUNTY BOARD OF EDUCATION
AND
HEUSER HEARING AND LANGUAGE ACADEMY

THIS Memorandum of Agreement (“Agreement”), entered into by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools (“JCPS”), located at 3332 Newburg Road, Louisville, KY 40218, and Heuser Hearing & Language Academy (“Academy”), a non-profit facility located at 115 E. Kentucky St., Louisville, KY is for the purpose as hereinafter set forth.

WHEREAS JCPS Early Childhood Education Program (“Early Childhood”), offers programs for three- and four-year-old children designed to prepare children socially, physically, emotionally, and educationally for elementary school and also in compliance with Kentucky State Law and federal regulations promulgated to implement Public Laws 101-476 and 99-457 addressing responsibility for providing evaluation, special education and related services for children and youth with disabilities.

WHEREAS JCPS must provide special education and related services for identified 3, 4, and 5 year old children with special needs residing within the District, JCPS recognizes the need to provide staffing for students with disabilities based on the students’ Individual Education Plans (IEPs) who will be enrolled in the preschool Deaf/Hard of Hearing special class at the Academy.

THEREFORE, the parties mutually agree as follows:

Jefferson County Public Schools agrees to:

1. Provide at no cost to the Academy, staffing for one Deaf/Hard of Hearing special Pre-K class based on the students' Individual Education Plans (IEPs) and state class size requirements. There will not be more than six (6) students assigned to that classroom.
2. Provide, at no cost to the parent, related services as determined by the Admissions and Release Committees (ARCs) and included in the IEPs of each 3, 4 and 5- year old child enrolled in the Academy in the Deaf/Hard of Hearing special Pre-K class.
3. Provide, at no cost to the parent or the Academy, transportation services as determined by the ARCs and included in the IEPs of each 3, 4, and 5-year-old child enrolled in the Academy in the Deaf/Hard of Hearing special Pre-K class. Nutrition services will be provided to all JCPS students in the Deaf/Hard of hearing special Pre-K class.
4. Provide supplies and teaching materials to the Deaf/Hard of Hearing special classroom as deemed necessary by JCPS staff in the classroom.
5. Provide funding for the instruction of Deaf/Hard of Hearing special Pre-K students if there are more than six (6) Deaf/Hard of Hearing special Pre-K students enrolled in and regularly attending the Academy in an amount of ten thousand dollars (\$10,000) for each Deaf/Hard of Hearing special Pre-K student beyond six (6) up to a total amount of one hundred thousand dollars (\$100,000). In consideration that Academy may need to hire additional staff for these placements, JCPS shall submit the full amount of ten thousand dollars (\$10,000) within thirty (30) calendar days of the student's ARC meeting designating the academy as the student's placement.
6. Invite an Academy representative to all ARC meetings for students who are attending the Academy although their attendance is not required. Every effort will be made to include the Academy representative in the meeting.

Heuser Hearing and Language Academy agrees to:

1. Provide other services needed for medical, health, or aesthetic reasons, to be mutually agreed by JCPS and the Academy.
2. To mutually cooperate with JCPS staff who are instructing students in the Deaf/Hard of Hearing special class and to provide for space for the instruction of these students.
3. Provide to JCPS its independent annual audited financials upon request as its auditors have completed them for the previous year.
4. Provide to JCPS the number of students who are counted towards the December 1 count.
5. Provide a meeting space conducive to having ARC meetings for those students who require such meetings.
6. After the placement of six JCPS students, JCPS will notify the Academy of any potential placements of children for whom the Academy is an appropriate placement. The Academy will notify JCPS promptly if they no longer have the required space or staffing for additional students. Understanding that a child's needs and behaviors can change, the Academy reserves the right to call an emergency ARC meeting to address the safety of the child or staff in cooperation with JCPS. If, after this ARC meeting, the academy decides that it can no longer provide for the placement in a safe manner, the ARC will place the student in another school. If the Academy was receiving funding for that student, the Academy shall reimburse JCPS any unused funds from the ten thousand dollars (\$10,000) within thirty (30) calendar days of students' exit from the academy.
7. Not to discriminate in recruitment or employment on the basis 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.
8. Not to deny equal educational opportunity to students because of a student's race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, or disability or

limitations related to pregnancy, childbirth, or related medical conditions.

9. a) Require the following, pursuant to KRS160.380, for all contractors, employees, interns and volunteers under this agreement:

1. A state criminal records check;
2. A state and national criminal (fingerprint) history background check; AND
3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

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 JCPS School Supervisor and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement 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 5 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

7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the JCPS Executive Administrator of Exceptional Child Education 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.

10. If the performance of this Agreement involves the transfer by JCPS to the Academy 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”), Academy 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 Academy 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 Academy to comply with all applicable provisions of FERPA with respect to any such data. Academy 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. Academy 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 Academy 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 the Academy for the purposes of this Agreement. Academy will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
7. JCPS retains the right to audit Academy's compliance with the confidentiality requirements of this provision.

Period of Performance: Performance under this Agreement shall begin July 1, 2023 and shall not extend beyond the estimated completion date of June 30, 2024 ("Term") unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing.

Heuser Hearing and Language Academy agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date.

Termination: This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to the other party. This Agreement may be terminated immediately by either party upon ten (10) business days' written notice to the other party for its failure to cure a material breach of this Agreement. If Heuser Hearing and Language Academy wishes to extend the Term for additional periods, the Academy agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date. Notification of intent to extent does not guarantee an extension of the Term, which may only be extended by mutual written agreement.

Modifications. No waiver, alteration or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

Entire Agreement. This Agreement, together with any attachments hereto and any written amendment or modification that may hereafter be agreed to by the parties in accordance with the modification provisions above, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this 1st
day of July, 2023.

JEFFERSON COUNTY PUBLIC SCHOOLS:

BY: _____

Martin Pollio, Ed.D.
Superintendent

HEUSER HEARING AND LANGUAGE ACADEMY:

BY:  _____

Brett Bachmann
Chief Executive Officer at Heuser Hearing and Language Academy