

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Prichard Committee for Academic Excellence, Inc.

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the JCPS 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 Prichard Committee for Academic Excellence, Inc., with a principal place of business at 2285 Executive Drive, Suite 120, Lexington, KY 40505 (hereinafter "Prichard").

WHEREAS Prichard is the prime recipient of a five-year Full-Service Community Schools State Scaling grant (hereinafter "FSCS" or "Project").

WHEREAS FSCS model can improve the coordination, integration, accessibility, and effectiveness of services for children and families, particularly for children attending high-poverty schools.

WHEREAS JCPS and Prichard desire to implement the FSCS model in JCPS schools as part of the FSCS State Scaling grant.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and PRICHARD agree as follows:

1. Duties of JCPS:

- a. Implement the Project as outlined in Exhibits A, C and D.

2. Duties of PRICHARD:

- a. Comply with commitments outlined in Exhibit A, Services/Scope of Work.
- b. Provide funding to JCPS as outlined in Exhibits A and B.
- c. If the performance of this Agreement involves the transfer by JCPS to PRICHARD 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"), PRICHARD and JCPS agree to manage the data transfer in accordance with FERPA requirements, and PRICHARD agrees to the following conditions:
 - i. If PRICHARD requests transfer of identifiable data by JCPS that is subject to a JCPS Institutional Review Board ("JCPS IRB") procedure, as determined by the JCPS IRB, if one exists, to meet Federal, State, and Board policies, JCPS cannot transfer identifiable data to PRICHARD before the JCPS IRB-approved informed consent process has been executed. In this case, PRICHARD does not function as an exception

under FERPA. PRICHARD 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. PRICHARD must deliver copies of the signed authorization to JCPS upon request.

- ii. If PRICHARD has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then PRICHARD 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 PRICHARD 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.
 - (c) Require all employees, contractors, volunteers, and agents of PRICHARD to comply with all applicable provisions of FERPA with respect to any such data. PRICHARD shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) 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. PRICHARD shall notify JCPS within business 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.
 - (e) 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 PRICHARD 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.
- d. PRICHARD 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 cause for JCPS to immediately terminate this Agreement pursuant to Article 6 of this Agreement.

- e. PRICHARD shall require all staff and volunteers 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.

3. Mutual Duties:

- a. Each party provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type on the basis of race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.
 - 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 PRICHARD responsible for implementing this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
 - d. Each party acknowledges that the other party retains the right to audit the other party's compliance with this Agreement.
- 4. Term:** This Agreement shall be effective commencing July 1, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written Agreement of JCPS and PRICHARD.
- 5. Payment:** Prichard will provide funding to JCPS as outlined in Exhibit A and B. Funds will be provided on a reimbursable basis as outlined in Exhibit B. Funding for this Project is contingent upon the U.S. Department of Education providing funding for this Project. The extension of this Project for future time periods after June 30, 2024 is contingent upon (a) the U.S. Department of Education renewing the grant with Prichard providing the funding for the Project, (b) JCPS complying with the terms of this Agreement, and (c) the parties entering into a written agreement to extend this Agreement. In order to request an extension of this Agreement, JCPS shall submit an annual budget request for an extension period to Prichard by March 1 of each year if these conditions are met.

6. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If the termination is due to the failure of JCPS to perform its obligations set out in this Agreement, Prichard shall pay to JCPS for its performance of its obligations in this Agreement that Prichard finds satisfactory.
7. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and PRICHARD.
8. **Independent Parties**: JCPS and PRICHARD are independent parties, and neither shall be construed to be an agent, partner or representative of the other and therefore neither shall be able to bind the other party or 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, and indemnify and hold harmless the other party for such liabilities.
9. **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.
10. **Entire Agreement**: This Agreement contains the entire Agreement between JCPS and PRICHARD concerning the Project and supersedes all prior agreements, either written or oral, regarding the same subject matter.
11. **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.
12. **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.
13. **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:

Dr. Marty Pollio, Superintendent

Date: _____

Prichard Committee for Academic Excellence, Inc.

Brigitte, Blom, President & CEO

Date: _____

EXHIBIT A

SERVICES/SCOPE OF WORK

Contract timeframe: Date of signature through June 30, 2024 with the potential to extend up to December 31, 2027.

School District Commitments¹:

- 1) **Identify two Title I schools** in the district for participation in the project for approval by the FSCS State Steering Committee.
- 2) **5 Pipeline Services.** These two schools will identify three (3) existing pipeline services, as defined in *Exhibit E*, already coordinated at each school, and commit to adding two (2) additional pipeline services based on needs expressed by local families, community and school members. Each school will implement the four pillars as a framework for pipeline services.
- 3) **4- Pillars.** These two schools will also implement the four pillars of Full-Service Community Schools. Four pillars include: 1. Integrated student supports, 2. expanded and enriched learning time, 3. active family and community engagement, and 4. collaborative leadership and practice to support high-quality teaching
- 4) **Collaborative Leadership: School principals, FRYSC Coordinators and FRYSC Advisory Councils will serve as collaborative leaders** in full-service community school implementation, including seeking local community and family input for plans and reports, decision making, and gaps and strengths assessments.
- 5) **Data Collection and Submission.**
 - a. **District level and school level FSCS** staff participate in quarterly data and program check-ins with Prichard Committee staff. FSCS District director will provide oversight, support, and communications to participating schools to ensure grant deliverables are met, *Exhibit D* and others as identified by the State Steering Committee.
 - b. **Participate in an annual project evaluation**, which includes collecting and reporting data after review and approval from any required boards or committees. It also includes interactions with the evaluation team as they engage on-site, through observations, interviews, and focus groups. Evaluation will include, but not be limited to the data indicators required in the grant application outlined in *Exhibit D*.
- 6) **Complete annual school plans for participating schools** with grant and funding requirements by the beginning of each school year. Annual school level plans outline programming plans, and staffing based on data collected from local needs assessments.
 - a. Plans should include input from families of enrolled children, teachers, and staff.
 - b. Plans should center equity approaches and best practices in family engagement in line with the four pillars.
 - c. Annual School plans are signed by a district level staff, school principal, FRYSC coordinator and PC staff. Prichard will provide school level template.

¹ Commitments #1-5 per United States Department of Education Full-Service Grant Requirements.

- 7) **Hire a full-time FSCS District Director** at the district leadership level that
 - a. **Reports to the Superintendent or designee** and is accountable to Prichard Committee for grant data and program deliverables as this MOA outlines.
 - b. Ensures participation and collaboration between district strategic plans and implementation of the **4 pillars and five pipeline services** at 2 schools by coordinating community assets and resources.
 - c. **Builds the capacity of school teams to work in a collaborative leadership model.** School teams include the Principal, FRYSC Coordinator, FRYSC Advisory Council, and community partners.
 - d. **Leads school-based needs assessments to define gaps and assets** in the school and community critical for the hyper-local implementation and continuous improvement plans.
**See Exhibit C for an FSCS District Director sample job description.*
- 8) **Participate in training and technical assistance** opportunities offered, including but not limited to site visits, conferences, and networking opportunities.
- 9) **Collaborate with KDE, Prichard Committee, and State Steering Committee** to develop plans for sustainability of Full-service Community Schools strategies beyond the grant period.

Prichard Committee Commitments-

- 1) **Serve as the lead agency for full-service community schools program deliverables** including but not limited to State Steering Committee and ad-hoc workgroup management, conducting evaluations, needs assessments, and other reports, and providing recommendations and resources for systemic change.
- 2) **Provide staffing on state-level** to lead state and district-level research, coaching models, professional development opportunities, peer-learning networks, and capacity-building for sustaining programming post-grant period.
- 3) **Provide funding (up to \$150,000 per year)** for each district to hire a full-time FSCS District Director housed in the school district. and the remaining funding for each school to implement pipeline services.
- 4) **Provide program funding** (up to \$75,000 for each school) for each district to provide programming at each school upon an agreed annual plan based on findings from local needs assessments and state level evaluation data.
- 5) **Provide professional evaluation,** research, and analysis to support continuous improvement and measure outcomes of the project.

Roles and Responsibilities of the State Steering Committee-

- 1) **Serve in an advisory role** to the cohort of Full-Service Community Schools in ensuring efficiency and effectiveness of state investment and resources to support components of the full-service community schools model.
- 2) **Provide feedback** on designing, implementing, and evaluating the full-service community schools program.
- 3) **Identify the process for selecting additional LEAs** to develop, support, and expand full-service community schools over the performance period.

EXHIBIT B

DISTRICT DIRECTOR COMPENSATION AND REIMBURSEMENT

Project funding is contingent upon annual renewal from the US Department of Education for the Full-Service Community schools State Scaling Grant. Anticipated funding January 2023-December 2027.

Budget periods: July 1- June 30th

Personnel- District Director	Y1	Y2-Y5
Wages- Includes wages for 1 FTE Full-Service District Director	\$101,966	\$105,025
Fringe- Calculated at 26% of salary	\$26,694	\$27,307
Office supplies- Laptop and other materials needed for new staff	\$10,583	\$6,911
In-state Travel – mileage, lodging & meals	\$1,400	\$1,400
Out-of-State Travel - (FSCS Annual Conference) for two staff registration, airfare, hotel, and meals	\$4,720	\$4,720
Indirect Costs @ 3.15%	\$4,637	\$4,637
Total District Director Costs:	<i>\$150,00</i>	<i>\$150,000</i>

Notice: Supplement not supplant. FSCS grant funds must be used to supplement, not supplant, any other federal, state or local funds that would otherwise have been available to carry out activities authorized under 4625 of the ESEA.

Invoices may be submitted monthly or quarterly for services rendered and upon approval of Finance Director, Melody Brooks. Invoices should be sent to melody.brooks@prichardcommittee.org. A detailed summary of services provided shall accompany the invoice with all receipts and reporting form. Payment for services will be paid within 30 days, upon receipt of invoice in form and substance acceptable to Prichard Committee.

In reviewing your annual program budgets, Prichard Committee will follow the US Department of Education criteria:

(1) Allowability of costs: All project costs are either permitted or not specifically prohibited, and necessary for project success (2 CFR §200.403)

(2) Allocable costs: All project costs are expended for a particular purpose or time period that benefits the grant (2 CFR §200.405)

(3) Reasonable costs: all project costs would be incurred by any prudent person (2 CFR §200.404)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>

EXHIBIT C

TEMPLATE FSCS DISTRICT DIRECTOR JOB DESCRIPTION

Responsibilities:

- Lead full-service community schools grant deliverables and objectives at district level.
- Identify three current pipeline services provided for students and families and oversee plan creation for two additional pipeline services at participating schools.
- Ensure collaboration with families, students, teachers, FRYSC Coordinators, and community leaders to inform full-service community school plan development.
- Collaborate with FRYSC in participating schools to build community capacity to enhance services, including policy alignment, financial support, and needs assessments.
- Provide participating FRYSC Coordinators with leadership opportunities at district level.
- Regularly report to the Prichard Committee on progress of objectives and deliverables (Exhibit D).
- Regularly review planned activities for updates and changes based on challenges and successes, as well as reports and research released by the Prichard Committee.
- Participate in training and technical assistance opportunities at the state and national level.
- Review grant budget regularly to ensure funds are spent appropriately.

Experience Requirements:

- Knowledge of FRYSC policy and procedures. Preference for individuals who have served as a FRYSC Advisory Council member, or a partner with FRYSC on school teams.
- Demonstrated project management and plan implementation skills. Preference to experience with family and/or community member co-design process. i.e. planning with families and communities at the table to ensure unique community needs and strengths are central to program design..
- Demonstrated knowledge and leadership in the areas of school improvement and family partnership.
- Critical thinking and problem solving skills.
- Innovative and collaborative
- Exceptional verbal and written communication skills.
- Capacity to multi-task and achieve deadlines.
- Strong organizational, project management, and problem-solving skills.
- Proficiency in all Microsoft Office applications.

EXHIBIT D

PIPELINE SERVICES

Pipeline services for this project are defined in section 4622(3) of the Elementary and Secondary Education Act (ESEA) and means a continuum of coordinated supports, services, and opportunities for children from birth through entry into and success in postsecondary education and career attainment. Such services shall include, at a minimum, strategies to address through services or programs (including integrated student supports) the following:

- a. High-quality early childhood education programs.
- b. High-quality school and out-of-school-time programs and strategies.
- c. Support for a child's transition to elementary school, from elementary school to middle school, from middle school to high school, and from high school into and through postsecondary education and into the workforce, including any comprehensive readiness assessment determined necessary.
- d. Family and community engagement and supports, which may include engaging or supporting families at school or at home.
- e. Activities that support postsecondary and workforce readiness, which may include job training, internship opportunities, and career counseling.
- f. Community-based support for students who have attended the schools in the area served by the pipeline, or students who are members of the community, facilitating their continued connection to the community and success in postsecondary education and the workforce.
- g. Social, health, nutrition, and mental health services and supports.
- h. Juvenile crime prevention and rehabilitation programs