

**Amendment
To
Memorandum of Agreement
Between
Jefferson County Board of Education And
Backside Learning Center, Inc.**

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT ("Amendment") is entered into between the Jefferson County Board of Education ("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 Parties entered into a Memorandum of Agreement between JCPS, and Backside Learning dated February 7, 2023 ("Agreement"), which includes Backside Learning providing services to families who are homeless.

THEREFORE, the Parties wish to amend the Agreement, Section 1.a. This amendment hereby amends paragraph 1.a to reads as follows:

- a. Furnish one bilingual Youth Case Manager (100% of time committed to the project), a Youth Engagement and Academic Success Coordinator (75% of time committed to the project), and a Social Services Manager (25% of time committed to the project) to deliver the following services:

All other provisions in the Agreement remain unchanged.

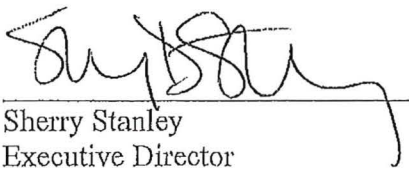
IN WITNESS, THEREFORE, the parties have caused this Amendment to be executed in their respective name on the day and year signed below, effective August 15, 2023.

Jefferson County Public Schools:

Marty Pollio, Ed.D
Superintendent

Date

Backside Learning Center, Inc.



Sherry Stanley
Executive Director



Date

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.

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

- 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.