

MEMORANDUM OF AGREEMENT
Between
Dayton Independent Board of Education
And
Prichard Committee for Academic Excellence, Inc.)

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Dayton Independent Board of Education (hereinafter "Dayton BOE"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 200 Clay Street, Dayton, KY 41074 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 Dayton BOE and Prichard desire to implement the FSCS model in Lincoln Elementary and Dayton High schools as part of the FSCS State Scaling grant.

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

1. Duties of DAYTON BOE:

- a. Implement the Project as outlined in Exhibit A, Services/Scope of Work, and Exhibit C.
- b. Participate in evaluation activities for the Project.

2. Duties of PRICHARD:

- a. Comply with commitments outlined in Exhibit A, Services/Scope of Work.
- b. Provide funding to Dayton BOE as outlined in Exhibit B.
- c. If the performance of this Agreement involves the transfer by Dayton BOE 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 Dayton BOE 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 Dayton BOE that is subject to a Dayton BOE Institutional Review Board ("Dayton BOE IRB") procedure, as determined by the Dayton BOE IRB, if one exists, to meet Federal, State, and Board policies, Dayton BOE cannot transfer identifiable data to PRICHARD

before the Dayton BOE 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 Dayton BOE IRB approval. No data will be provided under this Agreement without signed consent from the guardian for records requests involving students or from the Dayton BOE employee or community member for records requests involving adults. PRICHARD must deliver copies of the signed authorization to Dayton BOE upon request.

- ii. If PRICHARD has been legally deemed a FERPA exception by Dayton BOE 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 Dayton BOE. 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 Dayton BOE 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. Limit data requested from Dayton BOE to elements listed in Exhibit D and Exhibit E.

- e. Use reports produced for this Project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- f. 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 Dayton BOE to immediately terminate this Agreement pursuant to Article 6 of this Agreement.
- g. PRICHARD shall require all staff and volunteers performing services on Dayton BOE school premises during Dayton BOE 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 Dayton BOE 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 Dayton BOE policies and procedures for volunteers and visitors entering Dayton BOE facilities.
 - c. The respective administrative offices of Dayton BOE 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 (or date of signature), and shall terminate on Dec. 31st, 2027. The Agreement may be extended by mutual written Agreement of Dayton BOE and PRICHARD.
5. **Payment:** Prichard will provide funding to Dayton BOE as outlined in Exhibit 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) Dayton BOE 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, Dayton BOE 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 Dayton BOE to perform its obligations set out in this Agreement, Prichard shall pay to Dayton BOE 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 Dayton BOE and PRICHARD.
8. **Independent Parties**: Dayton BOE 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 Dayton BOE 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.

Dayton Independent Public Schools:

Jay Brewer, 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 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. School level template will be provided by Prichard.
- 7) **Hire a full-time FSCS District Director** at the district leadership level, that
 - a. **Reports to the Superintendent, or designee**, and accountable to Prichard Committee for grant data and program deliverables as outlined in this MOA.

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

- b. Ensures participation and collaboration between district strategic plans and implementation of the **4 pillars and 5 pipeline services** at 2 schools through the coordination of community assets and resources.
 - c. **Builds the capacity of school teams to work in a collaborative leadership model.** School teams include the School 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 hyper-local implementation and continuous improvement plans.
**See Exhibit C for a 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		
Fringe- Calculated at __% of salary		
Office supplies/Materials- Laptop and other materials needed for new staff		
In-State Travel- including site visits and PD across KY		
Out of State Travel- out of state PD—including 2024 IEL Community Schools Conference in Atlanta, GA		
Other Capacity Building Training- including online PD courses		
District Indirect		
Total District Director Costs:	<i>Max: \$150,000</i>	<i>Max: \$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 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

REQUIRED INDICATORS

Evaluation Requirements and Indicators

Section 4625(a)(4)(c) of ESEA: An applicant must commit to supplying **annual, measurable performance objectives and outcomes**, including an increase in the number and percentage of families and students targeted for services each year of the program, in order to ensure that children are prepared for kindergarten; achieving academically; and safe, healthy, and supported by engaged parents.

In addition to providing the information and assurances required by Section 4625(a)(4)(F) of the ESEA, an applicant must commit to an **independent evaluation** that includes a design and implementation evaluation that will, at a minimum:

- (1) include annual evaluations of progress achieved with the grant;
- (2) be used to refine and improve activities carried out through the grant;
- (3) collect and report data that **includes, but is not limited to, the indicators listed below**; and
- (4) make results of the evaluation publicly available.

Required Indicators			
	student chronic absenteeism rates;		graduation rates;
	student discipline rates, including suspensions and expulsions;		changes in school spending information
	school climate information, which may come from student, parent, or teacher surveys;		collaborative leadership and practice strategies, which may include building the capacity of educators, principals, other school leaders, and
	provision of integrated student supports and stakeholder services;		regularly convening or engaging all initiative-level partners, such as LEA representatives, city or county officials, children's and youth's cabinets, nonprofit service providers, public housing agencies, and advocates;
	expanded and enriched learning time and opportunities;		regularly assessing program quality and progress through individual student data, participant feedback, and aggregate outcomes to develop strategies for improvement; and
	family and community engagement efforts and impact;		organizing school personnel and community partners into working teams focused on specific issues identified in the needs and assets assessment
	information on the number, qualifications, and retention of school staff, including the number and percentage of fully certified teachers, disaggregated by race and ethnicity, rates of teacher turnover, and teacher experience;		

This document is a brief summary of the FSCS program regulations and application requirements. Do not rely solely on the information in this document for guidance. Please refer to the Notice Inviting Applications (NIA) and the program regulations published in the Federal Register for additional information, as these are the official documents governing the competition.



EXHIBIT E

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
- i. programs

EXHIBIT F

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of _____ (“Services Provider”) involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed
- instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act (“FERPA”) protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.
- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in

the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:
