

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

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Hopkins County Board of Education (hereinafter "HCSD"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 320 South Seminary Street Madisonville, KY 424301 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 HCSD and Prichard desire to implement the FSCS model in HCSD schools as part of the FSCS State Scaling grant.

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

**1. Duties of HCSD :**

2. Implement the Project as outlined in Exhibit A, Services/Scope of Work, and Exhibit C.
  - a. Participate in evaluation activities for the Project.
  - b. Comply with all applicable federal regulations including but not limited to 2 CFR 200 and 34 CFR 80, 34 CFR 74, 34 CFR 85 (Debarment and Suspension) and 34 CFR 82 (Byrd Anti-Lobbying Amendment).
  - c. Must not be disbarred or suspended from receiving federal funds.

**3. Duties of PRICHARD:**

- a. Comply with commitments outlined in Exhibit A, Services/Scope of Work.
- b. Provide funding to HCSD as outlined in Exhibit B.
- c. If the performance of this Agreement involves the transfer by HCSD 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 HCSD 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 HCSD that is subject to a HCSD Institutional Review Board (“HCSD IRB”) procedure, as determined by the HCSD IRB, if one exists, to meet Federal, State, and Board policies, HCSD cannot transfer identifiable data to PRICHARD before the HCSD 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 HCSD IRB approval. No data will be provided under this Agreement without signed consent from the guardian for records requests involving students or from the HCSD employee or community member for records requests involving adults. PRICHARD must deliver copies of the signed authorization to HCSD upon request.
- ii. If PRICHARD has been legally deemed a FERPA exception by HCSD 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 HCSD. 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 HCSD 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, and University of Kentucky College of Education Evaluation Center, hereinafter referred to as “UK Evaluation Center,” acknowledge their joint involvement in the evaluation activities for the Project. PRICHARD and UK Evaluation Center recognize the importance of sharing planning and meeting documents, data, and other relevant information to facilitate the successful implementation of the Project. As part of this collaboration, PRICHARD agrees to share the necessary planning and meeting documents, data, and information pertaining to the Project with UK Evaluation Center.
- e. Limit data requested from HCSD to elements listed in, and in support of, Exhibit D and Exhibit E.
- f. 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.
- g. 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 HCSD to immediately terminate this Agreement pursuant to Article 6 of this Agreement.
- h. PRICHARD shall require all staff and volunteers performing services on HCSD school premises during HCSD 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 HCSD 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 HCSD policies and procedures for volunteers and visitors entering HCSD facilities.

- c. The respective administrative offices of HCSD 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. 31<sup>st</sup>, 2027. Funding is contingent upon USDOE annual renewal. The Prichard Committee will request USDOE extension through December 2028. If awarded a no cost extension, this contract date will be amended accordingly. See working timeline below. The Agreement may be extended by mutual written Agreement of HCSD and PRICHARD and upon USDOE Approval.
  5. **Payment:** PRICHARD will provide funding to HCSD 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) HCSD 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, HCSD 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. PRICHARD reserves the right to terminate the contract. If the termination is due to the failure of HCSD to perform its obligations set out in this Agreement, Prichard shall pay to HCSD for its performance of its obligations in this Agreement that Prichard finds satisfactory. A district may not hold two full-service community school (FSCS) awards from the US Department of Education, therefore, if HCSD district accepts a USDOE FSCS award during this contract period, PRICHARD has the right to terminate this contract.
  7. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by HCSD and PRICHARD.
  8. **Independent Parties:** HCSD 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 HCSD 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.

Hopkins County Schools:

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Amy Smith, Superintendent

**Prichard Committee for Academic Excellence, Inc.**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Brigitte, Blom, President & CEO