

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO VALLEY EDUCATIONAL COOPERATIVE
AND
JEFFERSON COUNTY BOARD OF EDUCATION

This Agreement is made and entered into as of December 6, 2023 by and between Ohio Valley Educational Cooperative, herein referred to as "Grantee" and Jefferson County Board of Education, herein referred to as "Subrecipient."

Whereas Grantee has been awarded a grant from the Kentucky Department of Education (KDE) for Deeper Learning ARP ESSER. The Project is described in the KDE Contract Request Form (see Exhibit A) and the KDE Deeper Learning Agreement (see Exhibit B). The Contract Request Form and KDE Deeper Learning Agreement are made a part hereof to the same extent as if the Contract Request Form and KDE Deeper Learning Agreement were fully incorporated in this instrument.

Subrecipient is one of the "14 member districts" designated in the Project. Subrecipient has reviewed the Contract Request Form and KDE Deeper Learning Agreement. Subrecipient is familiar with the duties, responsibilities, and obligations of Subrecipient under the Contract Request Form (see Exhibit A) and KDE Deeper Learning Agreement (see Exhibit B) and is prepared to carry out those duties, responsibilities, and obligations.

The purpose of the Deeper Learning grant is to build capacity across the state for creating a more authentic student experience, one with a foundation rooted in the Deeper Learning Competencies, more likely to lead to positive outcomes for all students (as described in Exhibit A).

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. SERVICES OF SUBRECIPIENT, Subrecipient agrees to

- A. Receive up to \$696,380.00 of federal funds which shall be used for supporting initiatives directly related to building capacity for Deeper Learning (see Exhibit A) meeting the following criteria:
 - a. A minimum of 67% of funds allocated to the district must be spent on teacher stipends.
 - b. Any vendors the District wishes to partner with must be approved by the KY Department of Education for the purpose of supporting the Deeper Learning grant.
- 2. SERVICES OF GRANTEE. Grantee agrees to
 - A. Provide funds to the District through a reimbursement process.
 - B. Assign staff with professional learning experience to coordinate and provide services described in the District's Deeper Learning Plan.
 - C. Support the District in collecting data required by the grant. Data is limited to number of teachers impacted by grant funds, subjects they teach, and number of students they teach. Data collected or reported shall not include personally identifiable information, such as names and schools.
 - D. Complete reports as required by the Kentucky Department of Education.
 - E. For any projects involving program evaluation, monitoring activities, data collection, or research of any kind, Subrecipient student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), Subrecipient complies with the federal definition of research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation, and data collection activities must be approved by the Subrecipient IRB and shall not begin before approval is secured from the Subrecipient IRB.
 - F. If the performance of this Agreement involves the transfer by Subrecipient to Grantee 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"), Grantee agrees to:
 - i. 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.

- ii. 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 Grantee and its employees, contractors, volunteers, and agents, without prior approval of Subrecipient. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary to fulfill this Agreement.
- iii. Require all employees, contractors, volunteers, and agents of Grantee to comply with all applicable provisions of FERPA with respect to any such data. Grantee shall require and maintain confidentiality agreements with each contractor, volunteer, or agent with access to data pursuant to this Agreement. Grantee shall require that each employee with access to data as outlined herein is informed of its confidential nature and is required to maintain its confidentiality on terms no less restrictive than those contained herein or as otherwise required by applicable law.
- iv. 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. Grantee shall notify Subrecipient 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.
- v. 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 Grantee 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.
- vi. Destroy or return to Subrecipient any such data obtained under this Agreement within thirty days (30) after the date by which Grantee no longer needs it for the purposes of this Agreement. Grantee will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

H. Subrecipient retains the right to audit Grantee's compliance with the confidentiality requirements of this provision.

I. Grantee 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 Subrecipient to immediately terminate this Agreement pursuant to Article 6 of this Agreement.

3. TERM. The term of this Agreement will commence December 6, 2023 and will terminate on September 30, 2024. All grant funds must be spent by September 30, 2024.

4. COMPENSATION. As compensation for Subrecipient's services, Grantee agrees to pay Sub-Recipient the sum of \$696,380.00 during the term of this Agreement. As activities are completed related to the grant, Subrecipient will submit a claim or invoice with reasonable documentation to support the amount claimed for services rendered during the prior month. Grantee will pay proper claims/invoices within sixty days upon Grantee's receipt of the claim/invoice. In no event will Grantee be obligated to pay Subrecipient more than the above amount during the term of this Agreement for ALL services furnished by Subrecipient.

5. NO WARRANTY. Subrecipient will use its best efforts in good faith to perform the services and achieve the results designated in the Contract Request Form and KDE Deeper Learning Agreement. However, Subrecipient makes no representations or warranties that its services will result in the desired outcomes.

6. TERMINATION. This Agreement may be terminated by either party with thirty (30) days' written notice. Upon such termination, Grantee agrees to pay Subrecipient for services provided to date of termination.

7. INSURANCE. The Subrecipient agrees that the Subrecipient is self-insured. Further, the Subrecipient affirms that its employees and any subcontractor who will be on Grantee's property and acting on the Subrecipient's behalf in performance of this Contract are covered by Workers Compensation

Insurance and shall in no event be entitled to any such coverage from GRANTEE.

8. GENERAL PROVISIONS.

a. Contract Provisions (2 CFR §200.327). Subrecipient certifies that it is not debarred, suspended, or otherwise excluded by federal agencies from performance of a federal award.

b. Certification Regarding Lobbying (2 CFR 200.450). No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. Audit and Access to Records. Subrecipient certifies that it will provide Grantee with notice of any adverse findings which impact this Agreement. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

d. Binding Effect; Assignment. This Agreement and all the terms, provisions, and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Subrecipient may not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Grantee. Any attempted assignment in violation of this

Section by Subrecipient of its rights or obligations under this Agreement, whether by operation of law or otherwise, shall have no force and effect.

e. Entirety. The provisions contained in this Agreement and the Proposal Abstract and Proposal Narrative set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.

f. Modification. This Agreement may not be modified or amended except by written agreement.

g. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Kentucky.

h. Attorney Fees. The prevailing party in any action to construe or enforce this Agreement will be entitled to payment by the other party of its reasonable and documented attorney fees and costs incurred in the preparation, prosecution, and appeal of such action. The recovery of attorney fees and costs shall be in addition to any other relief or judgment obtained.

i. Notice. All notices, requests and other communications required or permitted under the terms of this Contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; or (ii) private overnight express courier (for example, Federal Express) to the parties at the following addresses:

If to Subrecipient:

Attn: Terra Greenwell

Jefferson County Public Schools

3332 Newburg Rd.

Louisville, KY 40218

If to Grantee:

Attn: Jason Adkins

Ohio Valley Educational Cooperative

100 Alpine Drive

Shelbyville, KY 40065

Notices shall be deemed effective upon receipt or three (3) days after mailing in accordance with the provisions of this Section. Either party wishing to change its address for notice purposes may do so by giving the other party written notice of the new address in the manner set forth above.

Severability. Should any term or provision of this Contract be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof.

k. Waiver. Failure of either party to enforce the provisions of this Contract or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each provision at any time thereafter.

l. Survival. Except as otherwise provided in this Contract, all representations and warranties made by either party shall survive the termination of this Contract for any reason.

m. Consent to Jurisdiction, Venue and Service. Subrecipient consents and agrees that all legal proceedings relating to the subject matter of this Contract shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. Subrecipient consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Subrecipient:

BY: _____

Title: Dr. Marty Pollio

Superintendent

GRANTEE:

BY:  _____

Title: Jason Adkins

Chief Executive Officer