

MEMORANDUM OF AGREEMENT
JEFFERSON COUNTY BOARD OF EDUCATION
AND
HEUSER HEARING AND LANGUAGE ACADEMY

THIS Memorandum of Agreement (“Agreement”), entered into by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools (“JCPS”), located at 3332 Newburg Road, Louisville, KY 40218, and Heuser Hearing & Language Academy (“Academy”), a non-profit facility located at 111 E. Kentucky St., Louisville, KY is for the purpose as hereinafter set forth.

WHEREAS JCPS Early Childhood Education Program (“Early Childhood”), offers programs for three- and four-year-old children designed to prepare children socially, physically, emotionally, and educationally for elementary school and also in compliance with Kentucky State Law and federal regulations promulgated to implement Public Laws 101-476 and 99-457 addressing responsibility for providing evaluation, special education and related services for children and youth with disabilities.

WHEREAS JCPS must provide special education and related services for identified children who turn three or four years old on or before August 1st and have an Individual Educational Program (IEP) residing within the District, JCPS recognizes the need to provide staffing for students with disabilities based on the students’ Individual Education Program (IEPs) who will be enrolled in the preschool Deaf/Hard of Hearing special class at the Academy.

THEREFORE, the parties mutually agree as follows:

Jefferson County Public Schools agrees to:

1. Provide at no cost to the Academy, staffing for one Deaf/Hard of Hearing Special Pre-K class based on the students’ Individual Education Programs (IEPs) and state class size requirements. There will not be more than six (6) students assigned to that classroom.

2. Provide a substitute or reimbursement for a substitute in the event a substitute teacher is needed. JCPS staff at HHLA will contact the JCPS Substitute Center to request a substitute for their absence. If the JCPS Substitute Center is unable to provide a substitute teacher, JCPS will reimburse HHLA for securing a substitute teacher with KY teacher certification at the JCPS substitute teacher rate. If the

JCPS Substitute Center is unable to provide a substitute for a JCPS instructional assistant, JCPS will reimburse HHLA for securing a substitute instructional assistant at the JCPS substitute rate.

*If HHLA requests reimbursement, it will produce documentation of the contacts with the JCPS Substitute Center (date, person contacted and response) and provide that documentation to JCPS in its request.

3. Provide, at no cost to the parent, related services as determined by the Admissions and Release Committees (ARCs) and included in the IEPs of each three- and four-year-old child enrolled in the Academy in the Deaf/Hard of Hearing special Pre-K class.
4. Provide transportation services aligned with the JCPS Early Childhood daily schedule and calendar on student days, at no cost to both the parent and the Academy, as designated by the ARCs and stipulated in the IEPs of every three- and four-year-old child enrolled in the Deaf/Hard of Hearing Special Pre-K class at the Academy.
5. Notify JCPS families attending HHLA regarding the updated JCPS Early Childhood calendar and student schedule.
6. Extend nutrition services (i.e., breakfast and lunch) to all HHLA Pre-K students on JCPS school days.
7. Provide supplies and teaching materials to the Deaf/Hard of Hearing Special Pre-K classroom as deemed necessary by JCPS Early Childhood Administration.
8. Provide funding for the instruction of Deaf/Hard of Hearing Special Pre-K students if there are more than six (6) Deaf/Hard of Hearing Special Pre-K students enrolled in and regularly attending the Academy in an amount of ten thousand dollars (\$10,000) for each Deaf/Hard of Hearing Special Pre-K student beyond six (6) up to a total amount of one hundred thousand dollars (\$100,000). In consideration that Academy may need to hire additional staff for these placements, JCPS shall submit the full amount of ten thousand dollars (\$10,000) within thirty (30) calendar days of the student's ARC meeting designating the Academy as the student's placement.
9. Invite an Academy representative to ARC meetings for students attending the Academy, except for initial referrals. Every effort will be made to include the Academy representative in the meeting although attendance is not required.

Heuser Hearing and Language Academy agrees to:

1. Provide other services needed for medical, health, or aesthetic reasons, to be mutually agreed by JCPS and the Academy.
2. To mutually cooperate with JCPS staff who are instructing students in the Deaf/Hard of Hearing Special Pre-K class and to provide space for the instruction of these students.
3. Act in accordance with the Memorandum of Agreement between the Jefferson County Board of Education and the Jefferson County Teachers Association regarding the non-student days which includes the designated JCPS certified staff will be provided with a minimum of four hundred and fifty (450) minutes of planning and preparation twice monthly on Fridays for the school year to plan, prepare, conduct home visits (in person or virtually), participate in ARC meetings, and receive synchronous professional development at a location determined by the JCPS Early Childhood administration. JCPS staff will conduct home visits (in person or virtually) for all JCPS students attending HHLA.
4. Provide to JCPS its independent annual audited financials upon request as its auditors have completed them for the previous year.
5. Provide a meeting space conducive to having ARC meetings for those students who require such meetings.
6. The Academy will notify JCPS promptly if they no longer have the required space or staffing for additional students beyond the six students assigned to the JCPS-staffed Deaf /Hard of Hearing Special Pre-K classroom.
7. Understanding that a child's needs and behaviors can change, the Academy reserves the right to call an emergency ARC meeting to address the safety of the child or staff in cooperation with JCPS. If the ARC determines that the Academy can no longer provide a safe placement, the ARC will place the student in another school.
8. Not to discriminate in recruitment or employment on the basis of 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, or disability, or limitations related to pregnancy, childbirth, or related medical conditions.
9. Not to deny equal educational opportunity to students because of a student's race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, or disability or

limitations related to pregnancy, childbirth, or related medical conditions.

10. Provide to JCPS the number of students who are counted towards the December 1 count.

11. Require the following, pursuant to KRS160.380, for all contractors, employees, interns and volunteers under this agreement:

1. A state criminal record check.
2. A state and national criminal (fingerprint) history background check; AND
3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

No contractor, employee, intern, or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the JCPS School Supervisor and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the JCPS School Supervisor or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

12. If the performance of this Agreement involves the transfer by JCPS to the Academy 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”), Academy agrees to:

1. 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.
2. 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 Academy and its employees, contractors, volunteers, and agents, without the 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.
3. Require all employees, contractors, volunteers, and agents of Academy to comply with all applicable provisions of FERPA with respect to any such data. Academy shall require and maintain confidentiality agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this agreement.
4. 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. Academy 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 section ii of this provision.
5. 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 Academy 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.
6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by the Academy for the purposes of this Agreement. Academy will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
7. JCPS retains the right to audit Academy’s compliance with the confidentiality requirements of this provision.

Period of Performance: Performance under this Agreement shall begin July 1, 2024 and shall not extend beyond the estimated completion date of June 30, 2025 (“Term”) unless the

Term is further extended for additional periods under terms as may be mutually agreed upon in writing.

Heuser Hearing and Language Academy agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date.

Termination: This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to the other party. This Agreement may be terminated immediately by either party upon ten (10) business days' written notice to the other party for its failure to cure a material breach of this Agreement. If Heuser Hearing and Language Academy wishes to extend the Term for additional periods, the Academy agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date. Notification of intent to extend does not guarantee an extension of the Term, which may only be extended by mutual written agreement.

Modifications: No waiver, alteration, or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

Entire Agreement. This Agreement, together with any attachments hereto and any written amendment or modification that may hereafter be agreed to by the parties in accordance with the modification provisions above, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.


IN TESTIMONY WHEREOF, witness the signatures of the parties hereto July 01, 2024.

JEFFERSON COUNTY PUBLIC SCHOOLS:

BY: _____

Martin Pollio, Ed.D.
Superintendent

HEUSER HEARING AND LANGUAGE ACADEMY:

BY:  _____

Brett Bachmann
Chief Executive Officer at Heuser Hearing and Language Academy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER English Insurance Group 4360 Brownsboro Rd Suite 104 Louisville KY 40207	CONTACT NAME: Robert S English PHONE (A/C, No, Ext): (502) 977-6657 E-MAIL ADDRESS: angelia@englishgrp.com robert@englishgrp.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Heuser Hearing & Language Academy Inc 111 E. Kentucky Street Louisville KY 40203	INSURER A: SECURA Insurance Company	NAIC # 22543
	INSURER B: National Fire & Marine Insurance Company	20079
	INSURER C: Hiscox Insurance Company Inc	10200
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

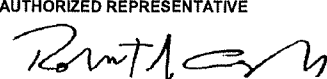
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20-CP-003344820-2	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			20-A-003344821-2	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			20-CU-003344823-2	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Follow-Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			HN073557	06/01/2023	06/01/2024	1,000,000 3,000,000 Per event Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C Cyber Liability \$1,000,000 each claim / \$1,000,000 aggregate Policy number: MPL5349976.23 6/1/2023 - 6/1/2024

Certificate holder is considered additional insured for work performed by named insured.

CERTIFICATE HOLDER**CANCELLATION**

Board of Education of Jefferson County Attn: Insurance/Real Estate Dept 3332 Newburg Rd Louisville KY 40218	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services, Inc. of Florida 7650 W. Courtney Campbell Causeway, Suite 1000 Tampa, FL 33607 www.praxiomriskmanagement.com	CONTACT NAME: Aon Risk Services, Inc. of Florida
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Current HR, LLC 1717 Dixie Hwy Suite 390 Fort Wright KY 41011	INSURER(S) AFFORDING COVERAGE
	INSURER A: Midwest Employers Casualty Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER: 80216192** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			KEYPEO00004900	2/1/2024	2/1/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project /Job#: ^^ProjNumber^^ Project/Job: ^^ProjName^^ - ^^ProjStreet^^ ^^ProjCity^^, ^^ProjState^^ ^^ProjZip^^
 Workers' Compensation coverages is provided for only those employee leased to but not subcontractors of
 PEO Client Name: Heuser Hearing & Language Academy, Inc. Location: 111 E Kentucky St Louisville, KY 40203 PEO ClientID: 124

CERTIFICATE HOLDER

Heuser Hearing & Language Academy, Inc.
 111 E Kentucky St
 LOUISVILLE KY 40203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David E. Carothers

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