

AMH 6-28-2024

MEMORANDUM OF AGREEMENT
JEFFERSON COUNTY BOARD OF EDUCATION
AND

Visually Impaired Preschool Services (VIPS)

THIS Memorandum of Agreement (“Agreement”), entered into by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools (“JCPS” or “Board”), located at 3332 Newburg Road, Louisville, KY 40218, and Visually Impaired Preschool Services (VIPS), (hereinafter “Contractor” or “VIPS”), located at 1906 Goldsmith Lane, Louisville, Kentucky 40218.

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 VIPS must provide the following services under the direction of the Board, with the mutual approval of both parties, according to 707 KAR 1:150, 704 KAR 3:410, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Individuals with Disabilities Education Act for the duration of the 2024-2025 approved school year for JCPS Early Childhood on days specifically requested by the Board's designee. Services will be fully implemented at the student's placement which is directed by the student's Individual Education Program (IEP). VIPS shall provide educational services for students placed at the VIPS site. For 2024-2025, regardless of the total number of students placed at the VIPS site, the amount to be paid will be \$228,000.00

THEREFORE, the parties mutually agree as follows:

Jefferson County Public Schools agrees to:

1. Be responsible for the payment of \$228,000.00 for educational services rendered by VIPS.
2. Provide access to all available data necessary for the provision of these services.
3. Provide direction in the implementation of these services to be consistent with the Board's procedures and this agreement. Specific procedures pertaining to service provision will be provided to VIPS and updated as appropriate.
4. Hold/deny payment if services are not delivered as stated in this contract and in accordance with each student's Individual Education Program (IEP).
5. 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 VIPS.
6. Conduct educational assessments of students referred to the Contractor as required.
7. Provide transportation services aligned with the JCPS Early Childhood Calendar on student days, at no cost to both the parent and the school, as designated by the ARCs and stipulated in the IEPs of every three- and four-year-old child enrolled at VIPS.
8. Invite a VIPS representative to ARC meetings for students attending the school.

**JCPS's obligations will conform with the JCPS Early Childhood Calendar.*

Visually Impaired Preschool Services agrees to:

1. Provide special education services to assigned students under the following arrangements:
 - (1) Services will be provided under this contract solely as follows:
 - a. students qualifying for services as of their third birthday
 - b. students who qualify for services and will be three years of age by August 1, 2024
 - c. students who qualify for services and will be four years of age by August 1, 2024

No student who will be five years of age by August 1, 2024 will receive services under this contract.

(2) Services will be provided at the VIPS's center in congruence with the JCPS Early Childhood calendar for the 2024-2025 school year as directed by the student's Individual Education Program (IEP) including but not limited to: toileting, dressing, feeding, peer interaction, and transportation assistance on and off buses. VIPS may provide services to JCPS students on days outside of the JCPS Early Childhood calendar, however JCPS's obligations are limited to the Early Childhood calendar.

(3) The frequency and duration of services will be provided as stated on the student's IEP and directed toward the student's educational goals.

(4) Parent Activities. The program shall allow for active parental involvement. At least the following opportunities shall be made available to parents of JCPS-enrolled students:

- a. Participation in classroom and other preschool activities as volunteers or observers
- b. Parent training, education or other activities, which the parent has helped to develop
- c. Working with the child in cooperation with VIPS staff in the home and/or classroom
- d. Meeting with VIPS and other appropriate JCPS staff regarding the child's individual needs and progress or other two (2) way communication systems developed with the parent
- e. Will be in compliance with 704 KAR 3:410, Section 6 (5) (e) which states periodic home visits by preschool staff, with a minimum of two (2) visits per child per year and with the first visit conducted within sixty (60) school days after enrollment.

(5) Materials, supplies, equipment and furniture shall be developmentally appropriate and shall be of sufficient quantity, quality and variety to meet the needs of the children and shall be arranged in such a way as to facilitate learning, assure a balanced program of spontaneous and structured activities, and encourage self-reliance in children. Materials also shall be age appropriate, in good repair, and sanitized daily. Test sheets, workbooks and ditto sheets are not developmentally

appropriate for use with preschool children.

(6) Developmentally appropriate experiences in cognitive, communication, social, physical and emotional development as well as creative expression shall be required daily. The preschool program shall assist young children with their intrapersonal and interpersonal skills and in maximizing self-management and independence.

2. Use personnel meeting the state and Board mandated requirements for serving JCPS-assigned students, including, but not limited to the following:
 - a) The lead teacher(s) must meet the requirements specified in 704 KAR 3:410. Should staff turnover, reassignment, or other change be predicted to result in this requirement not being met, VIPS must notify the Board within 24 hours of knowledge of this prediction to enable the Board and the VIPS to avoid interruption of required preschool educational services to JCPS-assigned students.
 - b) The VIPSs lead teacher(s) must meet the KDE requirement for vision certification and/or enrollment in a course for vision certification. The VIPS lead teacher(s) may also meet one of the KERA Preschool Level I requirements listed below.
 - (1) The new Interdisciplinary Early Childhood Education (IECE) certificate or statement of eligibility for an IECE internship.
 - (2) A Probationary IECE certificate. Minimum requirements for the Probationary IECE certificate include a related degree or certificate (K, Sp. Ed, EC) and enrollment in an IECE preparation program.
 - c) The lead teacher(s) is responsible for attending Admissions/Release Committee (ARC) meetings, providing progress reports, data and graph with assistance from JCPS, organizing the classroom, providing a developmentally appropriate curriculum, and supervising and assigning the activities of teaching associates and other non-certified staff in the preschool class. The lead teacher(s) will prepare for the ARC meeting by providing a draft IEP to committee members (constructed according to the KDE IEP Guidance Document). Participate in ARC meetings by providing the evaluator analyzed progress data in a narrative and visual format (e.g., line graph, bar graph) for each annual goal related to visual impairment, presenting progress reports and draft IEP. Prepare for re-evaluations by providing the evaluator analyzed progressed data in a narrative and visual format. The lead teacher is also responsible for parental activities described in item A.1. (a)(3).
 - d) The lead teacher(s) shall participate in at least 24 clock hours of professional development each school year. Hours will be earned by attending sessions provided by JCPS and the participation in sessions offered through CHFS. Teaching associates shall participate in at least eighteen (18) clock hours of professional development each school year. Hours will be earned by attending sessions provided by JCPS and participation in sessions offered through CHFS. Professional development activities shall be related to the nature and needs of young children and their

families, including those with special needs. Verification of hours earned will be documented via JCPS PD system and or ECE-TRIS.

- e) At all times, the program shall have a staff person on the premises who is trained in emergency first aid and cardiopulmonary resuscitation (CPR).
 - f) The lead teacher(s) /Contractor's site Director shall assist in activities to facilitate the smooth transition of assigned students into and out of VIPS. This shall include requiring and/or assisting the Board in obtaining an original valid Kentucky Immunization Certificate, physical examination, eye examination by an optometrist or ophthalmologist, and an original birth certificate. All original documents must be forwarded to the JCPS Early Childhood Special Services unit by August 15, 2024.
 - g) Any JCPS student requiring materials from Kentucky Instructional Material Resource Center (KIMRC) must go through the JCPS vision program.
3. Provide general liability insurance of at least \$1,000,000 per occurrence, which will hold the Board harmless. A certificate of insurance describing the coverage shall be provided to the Board prior to reimbursement under the terms of this contract.
 4. The Contractor shall not attempt to collect fees from students for services during Board-funded program hours described by this contract including the following:
 - a) teaching supplies
 - b) medical and developmental screenings
 - c) food
 - d) any other service or product during Board-funded program hours covered by this agreement unless pre-approved by the Board.
 5. Coordinate services with the Board's designee.
 6. Return upon request all Board equipment and materials placed at VIPS by the Board.
 7. Report any instances or allegation of child abuse or neglect as required by law, and inform the Board's designee of any suspicions or reports of child abuse or neglect.
 8. Assure that all children provided services under this contract are not also counted or reported by the agency under Public Law 89-313.
 9. Affirm that the Contractor does not appear on the current list of agencies debarred from accepting federal funds.
 10. Not refuse to provide services to a child or disenroll a child, which is presently enrolled by the Board at VIPS without 2-weeks prior written notice to the Board's designee and parent. Such notice should be delivered to the Executive Director of Early Childhood, 900 South Floyd Street, Louisville, KY 40203 or contact the Executive Director of Early Childhood via phone at 502-485-3919

11. Affirm, document, and maintain the current approval of (each of) VIPS's center(s) by the Kentucky Department of Education for the provision of preschool education services under 704 KAR 3:410, 707 KAR 1:150 and child care licensure by the Kentucky Cabinet for Human Resources for the provision of child care under 905 KAR 2:010 for the 2020-2021 Board-approved school year.
12. Document daily attendance of all Board assigned students at VIPS. VIPS will notify the Board immediately if a student is absent for four (4) consecutive school days and within two (2) school days of any change in the status of the student, including but not limited to part time or full time status or eligibility for governmental assistance.
13. Submit certification/documentation of a Tuberculin Skin Test Certificate (current within two years) at the Contractor's expense on each employee assigned to JCPS students if not currently on file with the Board designee's office. This includes any volunteer, graduate student, employee, or other person working with JCPS students. All persons shall be supervised by the Contractor. This shall be accomplished prior to the submission of any bills for services.
14. Attend a Board conducted procedures meeting prior to submission of any bills for services if requested by Board's designee.
15. Participate in regularly scheduled staffing meetings with Board designee to discuss the needs of students and coordinate services.
16. Provide a meeting space conducive to having ARC meetings for those students who require such meetings.
17. Understanding that a child's needs and behaviors can change, VIPS 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 VIPS can no longer provide a safe placement, the ARC will place the student in another school.
18. 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.
19. Provide to JCPS the number of students who are counted towards the December 1 count.

20. Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:
- a. A state criminal record check;
 - b. A state and national criminal (fingerprint) history background check; AND
 - c. 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 undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement 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.

VIPS should notify JCPS if any of its contractors, employees, interns and volunteers under this Agreement are convicted of or plead guilty to one of the criminal offenses listed above, and that contractor, employee, intern or volunteer shall immediately cease providing services under this Agreement.

21. If the performance of this Agreement involves the transfer by JCPS to VIPs 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”), VIPS agrees to:

d. 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.

e. 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 VIPS 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.

f. Require all employees, contractors, volunteers, and agents of VIPS to comply with all applicable provisions of FERPA with respect to any such data. VIPS shall require and maintain confidentiality agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this agreement.

g. 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. VIPS 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.

h. 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 VIPS 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.

i. 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 VIPs for the purposes of this Agreement. VIPS will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

j. JCPS retains the right to audit VIPS's compliance with the confidentiality requirements of this provision.

Period of Performance: Performance under this Agreement shall begin August 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.

VIPS 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 VIPS wishes to extend the Term for additional periods, VIPS 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.

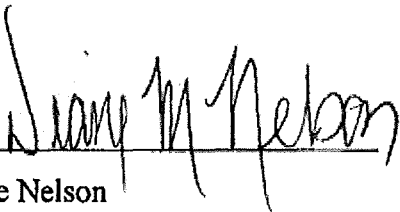
IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this 1st day
of August 2024.

JEFFERSON COUNTY PUBLIC SCHOOLS:

BY: _____

Martin Pollio, Ed.D.
Superintendent

Visually Impaired Preschool Services:

BY:  _____

Diane Nelson
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900	CONTACT NAME: Melony Helton PHONE (A/C, No, Ext): FAX (A/C, No): 8668812184 E-MAIL ADDRESS: Melony.Helton@mcgriff.com
	INSURER(S) AFFORDING COVERAGE INSURER A : The Cincinnati Insurance Company INSURER B : ClearPath Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :


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 INSR	SUBR WVD	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 type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ETD0680785	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ETA0680785	04/01/2024	04/01/2025	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 \$			ETD0680785	04/01/2024	04/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$ \$
B	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 Y N/A	WC10001754582023A	07/23/2023	07/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**** Workers Comp Information ****
Other States Coverage
Proprietors/Partners/Executive Officers/Members Excluded:
 Mike Johnson, Vice President
 (See Attached Descriptions)

CERTIFICATE HOLDER Board of Education of Jefferson County Attn: Insurance/Real Estate Department 3332 Newburg Rd Louisville, KY 40218	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 
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