

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Little Rock Regional Chamber of Commerce

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and the Little Rock Regional Chamber of Commerce (hereinafter LITTLE ROCK CHAMBER) located at 1 Chamber Plaza, Little Rock, Arkansas 72201.

WHEREAS the purpose of this agreement is to establish the roles and responsibilities of JCPS and LITTLE ROCK CHAMBER to develop and implement a one or two day study visit that demonstrates and showcase the expertise of the Academies of Louisville model.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and LITTLE ROCK CHAMBER agree as follows:

1. Duties of JCPS:

- a. Host a maximum of 45 attendees from the Greater Little Rock area for a 1-2 day Site Visit in Louisville, KY.
- b. Provide staff to support development of an agenda that meets the objective of the visit.
- c. Provide staff to work with LITTLE ROCK CHAMBER staff to manage all aspects of the site visit involving school locations and personnel.
- d. Provide space for all sessions associated with the visit including school visits and meeting sessions.
- e. Provide recommendations for hotel and dinner locations.
- f. Organize school/academy staff for planning delivering sessions for the study visit.
- g. Provide food and beverages for attendees. This would include continental breakfast and lunch on the days of the event.
- h. Provide bus transportation for the duration of the event including drop off at the airport on the last day. Transportation will not be provided on arrival day from airport to hotel.

2. Duties of LITTLE ROCK CHAMBER:

- a. Provide a minimum of 25 attendees for the event at fee of \$750 per attendee. (Maximum number of attendees is 45.)
- b. Provide a point person to collaborate with JCPS staff to plan an agenda that meets the objective of the site visit.
- c. LITTLE ROCK CHAMBER is responsible for attendee's arrangements for lodging, dinners, and transportation from airport to hotels and dinners. JCPS will provide recommendations for these services.
- d. Provide appropriate feedback at the conclusion of the event.
- e. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for 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 JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- f. Acknowledges that JCPS retains the right to audit LITTLE ROCK CHAMBER's compliance with this agreement.
- g. LITTLE ROCK CHAMBER 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 JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- h. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- i. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- j. Require all LITTLE ROCK CHAMBER employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 1. Any conviction for sex-related offenses.
 2. Any conviction for offenses against minors.
 3. Any conviction for felony offenses, except as provided below.
 4. Any conviction for deadly weapon-related offenses.

5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 6. Any conviction for violent, abusive, threatening or harassment related offenses.
 7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- k. LITTLE ROCK CHAMBER shall require all staff and volunteers performing services on JCPS school premises during JCPS 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.
 - l. LITTLE ROCK CHAMBER staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - m. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to LITTLE ROCK CHAMBER. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to LITTLE ROCK CHAMBER.

3. Mutual Duties:

- a. Each party shall not discriminate based on 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS 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 JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- c. The respective administrative offices of JCPS and LITTLE ROCK CHAMBER who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

4. **Term:** This Agreement shall be effective commencing on the date of execution and shall terminate on December 31, 2024. The Agreement may be extended by mutual written agreement of JCPS and LITTLE ROCK CHAMBER.


5. **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 JCPS terminates the Agreement, LITTLE ROCK CHAMBER will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, LITTLE ROCK CHAMBER shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and LITTLE ROCK CHAMBER.
7. **Independent Parties**: JCPS and LITTLE ROCK CHAMBER are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall 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.
8. **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.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and LITTLE ROCK CHAMBER concerning the LITTLE ROCK CHAMBER and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **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.
11. **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.
12. **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.

Jefferson County Public Schools:

**LITTLE ROCK REGIONAL CHAMBER OF
COMMERCE:**

Marty Pollio, Ed.D, Superintendent
Regional Chamber



Jay Chesshir, President & CEO Little Rock

Date: _____

Date: 08/02/24