



PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to identify expectations and establish terms governing the continued collaboration between Covington Partners and the Covington Independent Public School District for the 2024-2025 school year.

This agreement is entered into between Covington Partners, a non-profit corporation organized under Kentucky law, and Covington Independent School District (herein the “District” or “Board”), a public school district organized under Kentucky law. The collaboration between Covington Partners and the District is to implement and administer out of school programming, mentoring, and family engagement programming to benefit the students, parents, and community who reside within the Covington Independent Public School District (the “Scope of Work”).

ROLES AND RESPONSIBILITIES

Under this Memorandum of Understanding, the roles and responsibilities for each party are designated and defined as follows:

A. Roles and Responsibilities for Covington Partners

In exchange for the promises and agreements of the District as stated herein and in pursuit of the purposes identified in this collaboration, Covington Partners agrees to fulfill the following responsibilities:

- Monetary reimbursement for the salary and fringe benefits of the following staff, not to exceed the specified amounts:
 - Resource Development Coordinator (\$86,515.35)
 - Holmes High School Mentoring Coordinator (\$90,003.34)
 - Holmes High School Mentoring Coordinator (\$75,671.36)
 - Holmes Middle School Mentoring Coordinator (\$75,671.36)
 - Family Engagement Coordinator (\$56,735.52)
 - CLC Coordinators (partial salary and fringe benefits)
 - CLC hourly staff (amount not covered by CLC grants).

- Release monetary reimbursement on a quarterly basis, so long as progress made on deliverables in the Scope of Work remains current;
- Technical assistance for programming;
- Training and professional development;
- In-depth training on theory of change for identified program areas;
- Sharing best practices of templates, documents, and forms to support programs.

In the event that there are any changes to Covington Partners funding or ability to provide monetary reimbursement for the essential staff identified in this MOU, Covington Partners will promptly notify the District so that the District can plan accordingly and explore other options for funding.

B. Roles and Responsibilities for Covington Independent Public School District

In exchange for the promises and agreements of the Covington Partners as stated herein and in pursuit of the purposes identified in this collaboration, Covington Independent Public School District agrees to fulfill the following responsibilities:

- Access to programming through regular site visits;
- Adopt and implement programming with fidelity;
- Maintain positions for essential staff who fulfill essential program functions, by ensuring the following employment positions at the District: and maintaining the essential program job functions in the assignment of roles and job descriptions:
 - Director of Community and Family Engagement
 - Resource Development Coordinator
 - Districtwide CL Coordinator
 - Holmes High School Mentoring Coordinator
 - Holmes High School Mentoring Coordinator
 - Holmes Middle School Mentoring Coordinator
 - Family Engagement Coordinator
 - Community Learning Center (CLC) hourly staff (certified and classified staff)
- Ensure that essential staff are empowered through supervision and definition of job duties to fulfill essential program functions;
- Provide quarterly progress and reimbursement reports for programs;
- A quarter-to-date MUNIS report;

- Provide general oversight of day-to-day operations to fulfill the responsibilities of the programs;
- Upon request report aggregated student data to Covington Partners to show progress of the programs;
- Provide budget information quarterly to ensure strong fiduciary oversight of the money invested in the School District.

TERM

Notwithstanding the fact that final approval and execution of this Memorandum occurred in September, 2024, the terms of this Memorandum of Understanding are in effect from **July 1, 2024** through **June 30, 2025**. At the completion of this term, the collaboration identified in this Memorandum of Understanding shall terminate unless Covington Independent Public School District timely submits a request, including an updated Project Budget, for funding to Covington Partners by May 1, 2025. Prior to the termination date, either party may terminate the agreement thirty (30) calendar days after written notice of intent to terminate this agreement to the other party.

EMPLOYMENT STATUS OF ESSENTIAL STAFF

The essential staff identified in the Roles and Responsibilities shall remain the employees of the District. For the purposes of the collaboration and this Memorandum of Understanding, the parties agree that the essential staff are not the employees or independent contractors of Covington Partners. Both parties agree that the obligation of Covington Partners to reimburse the District for the salaries associated with each essential staff member does not create an employment or independent contractor relationship with those staff members directly.

PROJECT BUDGET

A copy of the approved Project Budget developed by Covington Partners is attached to this Memorandum as Exhibit A. The Parties acknowledge and accept Exhibit A as the operative Project Budget for the 2024-2025 School Year.

BUDGET AMENDMENTS

Covington Independent Public Schools may submit budget amendment requests to Covington Partners for approval. Such requests may be submitted by fully completing the form found on the last tab of the budget/reimbursement reports template and submitting all relevant documentation and information supporting the request. Covington Partners retains the sole discretion to review, approve, or

decline, in whole or in part, any requested amendment. Covington Partners shall not approve any requested budget amendment that exceeds 10% of the total annual award originally approved for the 2024-2025 school year. Covington Partners will review the amendment request promptly and will make all reasonable efforts to respond to each amendment request within one calendar week.

PROJECT REIMBURSEMENT

Covington Independent Public Schools may submit requests for reimbursement to Covington Partners for eligible grant activities on a quarterly basis. To be properly submitted, grant requests must comply with the following procedures:

- Requests for reimbursement must correspond to the line items in the approved Project Budget (i.e. personnel costs, indirect costs, equipment costs).
- Requests for reimbursement shall be communicated via invoice on District letterhead and include:
 - Copy of detail MUNIS financial report;_Copy of MUNIS payroll detail report;_A spreadsheet listing employee name, FTE %, salary and fringe benefits if applicable.
 - Upon request, other supporting relevant documentation, including current receipts, in order to be accepted, including but not limited to the following:
 - Employee timekeeping and payroll records_Copies of bank statements/photocopies of cleared checks
 - Paid invoices
- Requests for quarterly reimbursements must honor the due dates as outlined in the below chart:

Quarter	Reimbursement Period	Reimbursement Request Deadline
Q1	July 1-September 30	October 25
Q2	October 1-December 31	January 25
Q3	January 1-March 31	April 25
Q4	April 1-June 30	July 25

- Upon the receipt of an appropriately submitted request for reimbursement, Covington Partners shall review the request against the approved budget, grant expenditures to date, and the latest grant progress report before approving payment. Covington Partners shall review and reimburse the District within 30 days of receiving the complete reimbursement requests.
- The 30-day timeframe begins when a full reimbursement request is receiving by Covington Partners, but Covington Partners shall notify the District of any

deficiencies with a submitted request for reimbursement within 5 business days of receiving the request.

- Covington Partners reserves the right to not reimburse for expenses, more than 90 days out of compliance with due dates as stated above, or out of Scope of Work agreed upon.

DATA COLLECTION AND PERFORMANCE MONITORING

Aggregate student data will be collected and evaluated by District staff and shared with Covington Partners on a quarterly basis. Data collected will include but not limited to:

1. Program Attendance
2. Rate of students' participation in program
3. Behavior referrals
4. Hours of certified instruction provided
5. Hours of enriched programming provided
6. Rate of participation of family in programming
7. Rate of participation of family in skills-building programming
8. Risk factors (homeless, special education, English learner)
9. Free/reduced lunch
10. Public housing
11. Foster care
12. Demographic data (gender, race)

DATA SHARING

Covington Partners and the District agree to protect any designated confidential or proprietary information shared between parties during this collaboration.

Information, documents and forms developed by Covington Partners and shared through this collaboration remain the sole intellectual property of Covington Partners. Both parties agree to take all reasonable steps to protect and safeguard each other's intellectual property, including maintaining confidentiality and preventing unauthorized use, reproduction, or distribution. Notwithstanding this obligation, the District acknowledges and agrees that Covington Partners may use aggregate student data provided under this collaboration in public reports and materials regarding the efficacy and performance of programs it funds. Where necessary and appropriate, the parties may enter into separate data sharing agreements relating to the disclosure of particular confidential or proprietary information.

MARKETING

The Covington Independent Public Schools will not use the Covington Partners logo or brand without prior written permission. Likewise, Covington Partners will not use the District's logo or brand without prior written permission.

REVIEW OF ESSENTIAL TERMS

Both parties acknowledge that they have reviewed and negotiated the terms of this Memorandum of Understanding. They have confirmed that the Memorandum of Understanding accurately reflects the terms governing the collaboration for the 2024-2025 school year. Additionally, both parties have had the opportunity to review the Memorandum of Understanding with their legal counsel before execution.

AMENDMENT OF TERMS

Amendment or supplementation of any terms identified in this Memorandum of Understanding must be made in writing, signed, and approved by both parties.

In witness whereof, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties.

Phyllis Yeager, Covington Partners, Board Chair
Covington Partners
P.O. Box 0426
Covington, KY 41012

Date

Tom Haggard, Board Chair
Covington Independent Public Schools
25 East Seventh Street
Covington, KY 41011

Date