



## **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 Newport Independent 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 Newport Independent School District, a public school district organized under Kentucky law. The collaboration between Covington Partners and Newport Independent School District is to implement and administer Out of School Time and Family Engagement programming to benefit the students who reside within the Newport Independent School District.

1. The employment and services of the following staff members:
  - a. Community Learning Center (CLC) hourly staff (certified and classified staff)

## **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 Newport Independent School 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 staff and program resources not to exceed the specified amounts:
  - Opioid Abatement Funds - \$27,500
  - Horizon Community Funds - \$110,320
  - Kentucky State Budget Funding - \$28,000
  - A Family Foundation - \$30,000

- Release monetary reimbursement based on progress made with the deliverables in the “Scope of Work” on a quarterly basis;
- 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.

## **B. Roles and Responsibilities for Newport Independent 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, Newport Independent 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, including:
  - 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;
- Compliance with budget amendment procedures (as applicable);
- A quarter-to-date report through the Financial Management System (MUNIS);;
- Provide oversight and day-to-day operations to fulfill the responsibilities of the programs;
- Report aggregated student data quarterly 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**

The terms of this Memorandum of Understanding are in effect from July 1, 2024 - June 30, 2025. At the completion of this term, the collaboration identified in this Memorandum of Understanding shall terminate unless Newport Independent School District timely submits an application, 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 Newport Independent School 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 agreed that the obligation of Covington Partners to reimburse Newport Independent School District for the reimbursement associated with each essential staff member does not create an employment or independent contractor relationship with those staff members directly.

## **PROJECT BUDGET**

Newport Independent School District has submitted a Project Budget for the 2024-2025 school year which has been approved by the Covington Partners Board of Directors. A copy of the approved Project Budget is attached to this Memorandum as Exhibit A.

Newport Independent School District shall report anticipated expenditures consistent with the Project Budget to Covington Partners using the following procedures:

- Expenditures shall be categorized by MUNIS object codes included on the spreadsheet.
- Narratives shall be included on the MUNIS reports which explain each budget line item in detail.
- Calculations of salary shall identify the number of staff, hourly rates, number of hours, etc.

## **BUDGET AMENDMENTS**

Newport Independent School District 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**

Newport Independent School District 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 grant budget (i.e. personnel costs, indirect costs, equipment costs).
- Requests for reimbursement must include all 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

- Additional certified financial records
- Requests for reimbursement shall not include items that are not eligible for reimbursement, including Kentucky sales tax;
- Requests for reimbursement shall not be submitted without confirming that grant progress reports have been timely submitted or an explanation for the tardiness has been provided;
- 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 reimbursement Newport Independent School District within 30 days of receiving the complete reimbursement requests. This review and timeline is subject to the following restrictions and limitations:
  - Covington Partners reserves the right to not reimburse for expenses deemed unreasonable or out of scope of services agreed upon,
  - The request was timely submitted within the due dates identified in the chart above.
  - The 30-day timeframe begins when a full reimbursement request is received by the granting agency.
  - If there is documentation missing from the reimbursement request, the 30-day clock does not start until the documentation is submitted.
  - The final reimbursement will be paid when the Grantor determines that the Grantee has satisfactorily fulfilled all the terms of their grant agreement, unless otherwise excluded by the Grantor in writing.

#### **REIMBURSEMENT REQUEST MATERIALS**

Reimbursement requests shall include an invoice, reimbursement spreadsheet, quarterly MUNIS report, and additional reimbursement documentation (if requested):

##### **1. INVOICE/PAYMENT REQUEST FORM**

This document should include the name of the grant project, site(s) included, timeframe of quarter (must be submitted quarterly by due date), the sequence of the request (for example, the first request would be #1), and a total amount. Template attached.

## 2. REIMBURSEMENT REPORTS

This document tracks grant budget expenditures by budget categories/MUNIS object codes. Narrative for each object code should include details, including staff number, certified v. classified, number of hours and pay rate for each staff, etc. Additional narrative not needed for fringes. The spreadsheet should be customized to reflect the grant budget, work plan, contract, and any amendments. Only approved budget items are eligible for reimbursement. Template attached.

## 3. QUARTERLY MUNIS REPORT

A quarterly, detailed MUNIS report (include quarter column) shall be submitted with reimbursement requests. MUNIS reports are to include a separate fund and project code for the project.

## 4. REIMBURSEMENT DOCUMENTATION AS REQUESTED

If your budget includes a travel line item, information on miles traveled, daily per diem, and receipts for overnight stays and parking will need to be submitted in the reimbursement request. Supplementary documentation required for reimbursement varies, and the Grantee is subject to requests for further documentation.

## **SUBMISSION OF MATERIALS**

All budgets, reimbursement request materials, etc. shall be submitted by the due date. Materials are to be emailed to [partners@covington.kyschools.us](mailto:partners@covington.kyschools.us) with the subject line: District Name, Project Name, Quarter (if applicable), Year: TITLE OF SUBMISSION.

*Below are examples:*

Covington Independent, NKY Student Success Fund, Q1, 22/23: QUARTERLY REIMBURSEMENT

Covington Independent, NKY Student Success Fund, 22/23: ANNUAL BUDGET

## **DATA COLLECTION AND PERFORMANCE MONITORING**

Aggregate student data will be collected and evaluated by Newport Independent School 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. Monthly hours of each match
5. Risk factors (homeless, special education, English learner)
6. Free/reduced lunch
7. Public housing
8. Foster care
9. Demographic data (gender, race)

#### **DATA SHARING**

Covington Partners and Newport Independent School District agree to protect any designated confidential or proprietary information shared between parties during this collaboration. Information, documents and forms 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, Newport Independent School 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.

#### **ADDITIONAL FUNDING REQUESTS**

Newport Independent School District may elect to seek additional funding resources to support this program outside of the funding provided by Covington Partners. Prior to submitting requests to any outside funding source, however, the Newport Independent School District agrees to notify Covington Partners in advance to ensure transparency, accountability, and collaboration in securing and utilizing additional financial resources.

#### **MARKETING AND COMMUNICATIONS:**

Covington Partners and Newport Independent School District agree to collaborate in the effective promotion and dissemination of information regarding the partnership and its initiatives of this program. Each Party shall designate a marketing and communications liaison to coordinate activities and ensure effective communication, share relevant marketing and communication materials in a timely manner, and provide the other party with appropriate lead time for review and approval of co-branded materials.

Joint marketing activities may include, but are not limited to:

- Co-branded marketing materials (brochures, flyers, posters, etc.)
- Joint press releases and media outreach
- Collaborative social media campaigns
- Shared website content and links
- Email marketing campaigns

The Newport Independent School District will not use the Covington Partners 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.

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

Date

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Tony Watts, Superintendent  
Newport Independent School District  
30 W. 8<sup>th</sup> Street  
Newport, KY 41071

Date

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