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AMENDMENT TO THE AGREEMENT BETWEEN LUCE, INC. AND JEFFERSON COUNTY BOARD OF EDUCATION

THIS AMENDMENT TO THE AGREEMENT BETWEEN LUCE, INC. AND JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Luce, Inc. (hereinafter "Contractor") with its principal place of business located at 4621 Outer Loop #318, Louisville, Kentucky 40219.

WHEREAS, The Parties have entered into an Agreement to provide rights and services to children and youth experiencing homelessness between JCPS and Contractor effective May 8, 2024 through September 30, 2024; and

WHEREAS, The Parties wish to extend the liquidation period to allow additional time to pay for items obligated prior to September 30, 2024 only;

THEREFORE, the Parties wish to amend the Agreement to alter the period of performance and to extend the liquidation period of the funds. The extended liquidation period does not allow additional obligations of funds after September 30, 2024.

This Amendment hereby amends Item 4 "Term" to extend the liquidation period for the agreement through February 27, 2026.

All other provisions of the Agreement shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of September 29, 2024.

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Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date: _____

By: 
Mitenia Hernandez
Executive Director

Date: 10/28/2024

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
LUCE, Inc.

This Memorandum 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 LUCE, Inc. (hereinafter "LUCE"), a Kentucky non-profit corporation located at 4621 Outer Loop #318, Louisville, Kentucky 402019.

WHEREAS The McKinney-Vento Act provides rights and services to children and youth experiencing homelessness, which includes those who are: sharing the housing of others due to loss of housing, economic hardship, or a similar reason; staying in motels, trailer parks, or camp grounds due to the lack of an adequate alternative; staying in shelters or transitional housing; or sleeping in cars, parks, abandoned buildings, substandard housing, or similar settings.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and LUCE agree to identify and serve JCPS students and their families who are experiencing homelessness:

1. Duties of LUCE:

- a. Provide Case Managers, Coordinators, and Supervisory staff who will identify students experiencing homelessness and assess student and family needs.
 - i. Furnish case management to connect students and families to LUCE and community resources, including housing and basic needs assistance.
 - ii. Offer educational advocacy to assist students and families experiencing homelessness with the school application process, understanding school choices, accessing JCPS resources and programs such as transportation, English Learner services and Gifted and Talented opportunities.
 - iii. Provide case management to at least 25 JCPS students experiencing homelessness.
- b. Maintain a record of all expenditures for a period extending at least five (5) years following the expenditure by LUCE of all funds received from JCPS and to permit JCPS or its representatives' reasonable access during regular business hours to such financial records for the purpose of making such financial audits,

verifications, or other evaluations as JCPS deems necessary or appropriate, including the right to make copies of such information.

- c. 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.
- d. For any projects involving program evaluation, monitoring activities, or data collection or research of any kind, 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.
- e. If the performance of this Agreement involves the transfer by JCPS to LUCE of any data regarding any student, LUCE acknowledges the data shared by JCPS is confidential data and proprietary to JCPS, and it agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Education Rights and Privacy Act, 20 U.S.C. 1232 (g) and 34 C.F.R. 99.31 (a) (6) ("FERPA"); the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
- f. If the performance of this Agreement involves the transfer by JCPS to LUCE of any data regarding any student that is subject to FERPA, LUCE agrees to:
 - i. 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 LUCE and its employees, contractors, volunteers, and agents, without 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.
 - ii. Require all employees, contractors, volunteers, and agents of LUCE to comply with all applicable provisions of FERPA with respect to any such data. LUCE shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.

- iii. 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. LUCE 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 this agreement.
 - iv. 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 LUCE 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.
 - v. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which LUCE no longer needs it for the purposes of this Agreement. LUCE will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- g) JCPS retains the right to audit LUCE's compliance with the confidentiality requirements of this provision. LUCE 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 5 of this Agreement.
- h) 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, which names the Board of Education as co-insured, and provide JCPS with a certificate of insurance upon request.
- i) Require all LUCE employees/interns/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/interns/volunteers/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
- i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.

- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- j) All LUCE employees, interns, volunteers and contractors under this Agreement shall immediately notify the JCPS Homeless Education Coordinator 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.
 - k) LUCE shall require all employees/interns/volunteers/contractors 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) LUCE 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 LUCE. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to LUCE.
 - n) **Amount of Award and Method of Payment:** The agreement for services totals up to \$291,258. The method of payment will be cost reimbursement. LUCE will submit detailed invoices to the JCPS Homeless Education Coordinator, consistent with the approved budget. Funds are to be used as agreed-upon and represented in this Agreement, including attachments and may not be used in any other way or for any other purpose without prior written approval of JCPS Finance. LUCE will receive payment by submitting invoices, no more than monthly, in the same format as Attachment A, detailing the amounts paid under each budget category for the previous month (amount spent and a narrative for each expense line on Attachment A and backup documents such as invoices or other records of expenses). After review and approval by the JCPS Homeless Education Coordinator, the approval along with the invoice will be submitted to JCPS Grants and Awards by the 15th of each month. A final invoice must be received by JCPS by October 18, 2024.

2. Duties of JCPS

- a. The JCPS Homeless Education Coordinator will ensure LUCE representatives receive appropriate background checks prior to the beginning of services.
- b. JCPS Homeless Education Coordinator or their designee will provide project guidance and oversight to LUCE.
- c. Reimburse LUCE for services within 30 days of an approved invoice, not to exceed \$291,258.00.

3. Mutual Duties:

- a. Each party shall comply with the Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee, student or student's parent or guardian 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 LUCE 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 May 8, 2024 and shall terminate on September 30, 2024.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving thirty (30) days prior written notice to the other party. If JCPS terminates the Agreement, LUCE will be permitted in their discretion to continue to provide services during the period in which the thirty (30) day notice becomes effective.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and LUCE.

7. **Independent Parties:** JCPS and LUCE 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 LUCE concerning the LUCE 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.

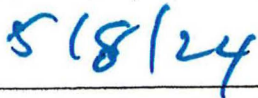
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

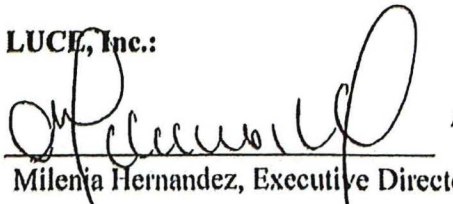


Marty Pollio, Ed.D, Superintendent

Date:

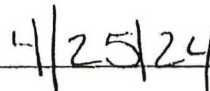


LUCE, Inc.:



Milenja Hernandez, Executive Director

Date:



Land or Building Rental

Laundry services may be allowable. Provide cost calculation and rationale. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Materials and Supplies (Food not allowed) - for homeless education program only

Medical Services

Natural Gas - for programs housed off school property. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Newspaper advertising, related to homeless education goals and objectives

Other Professional Training and Development Skills, related to homeless education goals and objectives. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Other Professional Services, if related to homeless goals and objectives (For example, social-emotional learning, trauma-informed care, or other services necessary to facilitate the identification, enrollment, retention, and educational success of children and youth experiencing homelessness).

Periodicals and Newspapers (for eligible students experiencing homelessness, supplement not supplant)

Postage

Posters and Publications

Printing

Professional Consultants – related to homeless education goals and objectives

Radio Services

Radio and TV advertising, related to homeless education goals and objectives

Reference Materials - for professional learning related to the homeless education program or for eligible students experiencing homelessness, supplement not supplant applies

Registration Fees – related to homeless education goals and objectives.

Rentals of Computers & Related Equipment, related to homeless education goals and objectives

Shipping, delivery, freight

Supplemental Books, Study Guides and Curriculum (supplement not supplant applies)

Supplies (Food not allowed).

Technology

Technology related supplies, necessary to serve eligible students experiencing homelessness, supplement not supplant applies

Technology Related Devices and Hardware, necessary to serve eligible students experiencing homelessness, supplement not supplant applies

Technology Software

Telephone, staff related to homeless education goals and objectives

Textbooks and Instructional Materials for eligible students experiencing homelessness, supplement not supplant applies

Travel – mileage

Travel - for training or conferences directly related to serving students experiencing homelessness, including flights, lodging and per diem

Uniforms – for students experiencing homelessness

Welfare spending, clothing – for students experiencing homelessness, except utilities or gift cards. Provide specific cost calculation and rationale.

Workshop Consultants – related to homeless education goals and objectives

Unallowable Costs

Amortization of Bonds Issuance and Other Debt Related Costs
Amortization of Premium & Discount on Issuance of Bonds
Architectural and Engineering Services
Asbestos Removal
Asphalt Resurfacing/Stripping
Auditing Services
Binding and repairs
Board Per Diem
Bond Discount
Building Repairs and Maintenance
Buildings
Bus Maintenance Services
Catering
Childcare, CEP, preschool, summer camp or similar tuition or fees
Classified Substitute
Construction - Carpentry
Construction - Electrical
Construction - Masonry
Construction - Mechanical
Construction - Other
Construction - Plumbing
Construction Services
Contingency
Contracted Bus Maintenance Services
Contracted Custodial Services
Contracted Grounds Services
Data Processing and Coding Services
Depreciation
Diplomas & Graduation Expenditures
Drug Testing
Employee Benefits on Behalf Payments
Equipment Supplies
Equipment/Machinery/Furniture Repairs and Maintenance
Fencing Repair/Maintenance
Fidelity Insurance
Field Trips that are Non-Instructional
Financial Services
Fleet Insurance

Flooring Supplies
Food [Meals]
Food Service Management
Fund Transfers for Debt Service
Fund Transfers Out
General [Organizational] Liability Insurance
Gift Cards
Health Insurance
Infrastructure
In-Service
Intangible Assets
Interest
Judgments against the School District
KISTA Interest
KISTA Principal
KSBA Policy Services
Land and Improvements
Lawn and Landscaping Supplies
Legal Liability Insurance
Legal Services
Library Books
Loss on the Sale of Capital Assets
Lubricants
Machinery
Machinery Rental
Merchandise for Resale
Milk
National Board Teacher Certification
Net Decreases in the Fair Value of Investments
Non-Technology-Related Repairs & Maintenance
Overtime
Other Administrative Services
Other Cleaning Services
Other Miscellaneous Expenditures
Other Purchased Property Services
Other Rentals
Other Repairs and Maintenance
Other Transportation Maintenance and Repairs
Other Uses of Funds
Other Utilities
Pager Services
Payments to Escrow Agents for Defeasance of Debt

Permits
Pest Control Services
Plumbing Repairs and Maintenance
Portable Classroom Rentals
Property Insurance
Pupil Transportation Insurance - Buses
Realized Losses on Investments
Redemption of Principal
Reimbursable Fund Transfers
Reimbursements
Repair Parts
Retirement Plan Incentive Payments
Ride Share Costs
Roof Repairs and Maintenance
Sanitation Service
Scholarships
Security Services
Sewage (if separate from Water)
Snow Removal
Special Items
Storage Container Rental
Student Liability Insurance
Student Wages
Tax Collection Service
Technology-Related Repairs & Maintenance
Tests - Data required for State reporting
Tires & Tubes
Travel - Hauling of Commodities
Tuition - Kentucky Intermediate Agency
Tuition - Other
Tuition - Other Intermediate Agency
Tuition - Private School
Tuition Reimbursement
Tuition to Other School District Outside the State
Tuition to Other School District Within the State
Unrealized Losses on Investments
Vehicle Repairs and Maintenance
Vehicles purchase
Vending (Food Service)
Water/Sewage