

AMH 10-30-2024

**AMENDMENT TO THE AGREEMENT BETWEEN UNITING PARTNERS FOR
WOMEN AND CHILDREN, INC., AND JEFFERSON COUNTY BOARD OF
EDUCATION**

THIS AMENDMENT TO THE AGREEMENT BETWEEN UNITING PARTNERS FOR WOMEN AND CHILDREN, 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 Uniting Partners for Women and Children (hereinafter "Contractor") with its principal place of business located at 425 South Second Street, Suite 100, Louisville, Kentucky 40202.

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.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date:

By: Amy Meredith
Amy Meredith
Executive Director

Date:
10/30/24

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Uniting Partners for Women and Children, 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 the Uniting Partners for Women and Children, Inc. (hereinafter "UP"), a Kentucky non-profit corporation located at 425 South Second Street, Suite 100, Louisville, Kentucky 40202.

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 UP agree to identify and serve JCPS students and their families who are experiencing homelessness:

1. Duties of UP:

- a. **Furnish a Child and Family Case Manager to deliver the following services:**
 - i. **Identify eligible children experiencing homelessness and assist their families with JCPS school enrollment. Advocate for families experiencing homelessness and connect them with appropriate JCPS programs and services such as transportation or English Language services.**
 - ii. **Provide case management to at least 25 JCPS students experiencing homelessness and their families. Link families with community resources such as housing, health/mental health services, tutoring, food security and other services.**
 - iii. **Work with at least 20 JCPS families experiencing homelessness to plan, set goals and track progress. Share child development information and resources with JCPS parents and guardians experiencing homelessness.**
- b. **Maintain a record of all expenditures for a period extending at least five (5) years following the expenditure by UP 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 UP of any data regarding any student, UP 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 UP of any data regarding any student that is subject to FERPA, UP 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 UP 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 UP to comply with all applicable provisions of FERPA with respect to any such data. UP 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. UP 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 UP 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 UP no longer needs it for the purposes of this Agreement. UP will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- g. JCPS retains the right to audit UP's compliance with the confidentiality requirements of this provision. UP 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 UP 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 UP 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. UP 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. UP 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 UP. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UP.
- n. **Amount of Award and Method of Payment:** The agreement for services totals up to \$57,066. The method of payment will be cost reimbursement. UP 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. UP 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 UP representatives receive appropriate background checks prior to the beginning of services.
- b. The JCPS Homeless Education Coordinator or their designee will provide project guidance and oversight to UP.
- c. Reimburse UP for services within 30 days of an approved invoice, not to exceed \$57,066.00.

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 UP 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, UP 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 UP.
- 7. **Independent Parties:** JCPS and UP 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 UP concerning the UP 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:

Uniting Partners for Women and Children, Inc.:

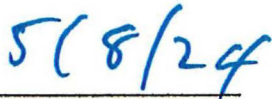


Marty Pollio, Ed.D., Superintendent



Amy Meredith, Executive Director

Date:



Date: 04/26/2024

Attachment A: Invoice Template

Please attached supporting documentation showing proof of payment for each expense and provide explanation of the item's relevance to grant project.

ORGANIZATION NAME: _____

INVOICE MONTH: _____

| Item Description and Detailed Cost Calculation | Item Justification | Cost |
|--|--------------------|--------|
| | | |
| Personnel | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| PERSONNEL TOTAL | | \$0.00 |
| | | |
| Fringe Benefits | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| FRINGE BENEFITS TOTAL | | \$0.00 |
| | | |
| Equipment | | |
| | | |
| | | |
| | | |
| EQUIPMENT TOTAL | | \$0.00 |
| | | |

| | | |
|-------------|--------------------------|---------------|
| Contractual | | |
| | | |
| | | |
| | | |
| | CONTRACTUAL TOTAL | \$0.00 |
| Travel | | |
| | | |
| | | |
| | | |
| | TRAVEL TOTAL | \$0.00 |
| Supplies | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | SUPPLIES TOTAL | \$0.00 |
| Other | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | OTHER TOTAL | \$0.00 |
| | | |
| | TOTAL FOR MONTH | \$0.00 |

Attachment A
Homeless Education Program Agreements
Allowable and Unallowable Costs

Allowable Costs

Salaries – for staff to serve students and their families experiencing homelessness

Fringe Benefits for staff to serve students and their families experiencing homelessness, including the following:

- Employer portion of Employee Liability Insurance (vs Organization’s Liability Insurance, which is unallowable)**
- Employer FICA Contribution**
- Employer Medicare Contribution**
- Employer portion of Life Insurance**
- Employer portion of Long Term Disability Insurance**
- Employer portion of Unemployment Insurance**
- Employer portion of Workers Compensation Insurance**

Alternative Fuel – must specify purpose and how relates to homeless education goals and objectives.

Awards, for students experiencing homelessness

Audio Visual Materials for eligible students experiencing homelessness, supplement not supplant applies

Bottled Gas – for programs housed off school property. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Building rental

Bus Tokens

Cell Phone Services, for staff connected to homeless education goals and objectives

Computers or Copier Rental

Contracted Bus Services

Diesel Fuel – for transportation of students experiencing homelessness, above regular transportation, data required for reporting. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Dues and Fees – related to serving students experiencing homelessness. For example, admission fees for instructional fieldtrips but not fees for childcare, preschool or similar expenses.

Education Consultant – related to homeless education goals and objectives

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

Electronics Repair and Maintenance - JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Equipment or Vehicle Rental – does not include ride share services

Fuel Oil – for programs housed off school property. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Gasoline, for transportation of students experiencing homelessness, above regular transportation, data required for reporting. JCPS Homeless Coordinator must get KDE Homeless Coordinator approval.

Health supplies – for students experiencing homelessness

Instructional Fieldtrips – field trips must be educational

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 |