

AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN

THIS AMENDMENT TO Memorandum of Agreement (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, National Center for Families Learning (hereinafter "Provider") with its principal place of business located at 325 W Main Street #300, Louisville, KY 40202.

WHEREAS, The Parties have entered into a Memorandum of Agreement the Family Service Learning in Science Program effective June 24, 2024 (the "Agreement"); and

WHEREAS, The Parties wish to extend the length of the program.

THEREFORE, the Parties wish to amend the MOA to alter 4 Paragraph of the Agreement.

This Amendment hereby amends Paragraph: to remove the termination date of June 30, 2024, and replace it with June 30, 2025.

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 on the dates below to be effective as of June 29, 2024.

Jefferson County Public Schools:

National Center for Families Learning

By: _____
Dr. Martin A. Pollio
Superintendent

By: Felicia C. Smith
Felicia Cumings Smith, Ed.D.
President & CEO

Date: _____

Date: November 20, 2024

Recommendation for Approval of Amendment to National Center for Families Learning MOA

Recommended Motion

Superintendent Martin Pollio recommends the Board of Education approve the Amendment to the Memorandum of Agreement with National Center for Families Learning and authorize the superintendent to sign the same.

Rationale

This amendment corrects the timeline of the NCFL program. This work supports Vision 2020 strategy 1.1.3- Provide Equitable Access.

Submitted by: Dr. Terra Greenwell

Attachment

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
National Center for Families Learning

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 National Center for Families Learning (hereinafter "NCFL"), a nonprofit organization located at 325 W Main St #300, Louisville, Kentucky 40202.

WHEREAS, NCFL seeks to understand how teachers and families engage in science teaching and learning in new and innovative ways. NCFL is interested in knowing how to improve and refine a learning experience based on science education designed and executed by educators and families.

WHEREAS NCFL, through Family Service Learning in Science, will work with students, families and educators to create a learning application in virtual reality using a selected NGSS standard (hereinafter "Project").

WHEREAS NCFL with JCPS will implement the Project outlined in Attachment A.

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

1. Duties of JCPS:

- a. Recruit up to 28 teachers with a target number of 25 by August 2024.
- b. Each participating teacher will recruit one or two families.
- c. All participants attend a two day in person orientation, 8 out of 10 virtual classes, and conduct an investigation in the field to support learning at home.
- d. JCPS leadership, participating teachers, and families will participate in an in person end-of-project recognition event in partnership with NCFL and the Louisville community.
- f. Only with approval from the JCPS Digital Review Committee will teachers and family members register with Meta and Engage to participate in the virtual reality experience.

2. Duties of NCFL:

- a. Support JCPS recruitment of teachers and families by providing recruitment materials and attending in person and virtual meetings, events, and trainings in coordination with JCPS Academics and individual Schools.
- b. Coach participants in family service learning and the creation of learning applications.
- c. Provide a stipend of up to \$500 to participating teachers for work done outside the instructional day.
- d. Provide a stipend of up to \$250 to participating families.
- e. Donate one Meta Quest headset for participating teachers.
- f. Donate two Meta Quest headsets for each participating family.
- g. Recognize students, teachers and families at the end-of-project event.
- 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. If NCFL plans to use any digital resource in carrying out Project, including software, digital platforms, websites, or databases, JCPS Digital Resource Review Committee approval is required.
- j. For any projects involving program evaluation, monitoring activities, 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 of 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.
- k. JCPS cannot agree to share data or allow for student data collection without a parental consent process. If data are used to track grant or other outcomes and/or program efficacy, NCFL must receive JCPS IRB approval.

I. If the performance of this Agreement involves the transfer by JCPS to NCFL of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended ("FERPA") NCFL agrees to:

- i. In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
- ii. 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 NCFL 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.
- iii. Require all employees, contractors, volunteers, and agents of NCFL to comply with all applicable provisions of FERPA with respect to any such data. NCFL shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
- iv. Maintain any such data in a secure environment, whether physical or electronic, and do not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. NCFL 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.
- v. 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 NCFL 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.
- vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which NCFL no longer needs it for the purposes of this Agreement. NCFL will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

m. JCPS retains the right to audit NCFL's compliance with the confidentiality requirements of this provision.

n. NCFL 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.

o. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.

p. Require all NCFL 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:

- 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.
 - q. NCFL 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.

r. NCFL staff and volunteers will comply with all JCPS health safety guidelines, including rules related to COVID-19 mitigation.

s. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to NCFL. During any periods of Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to NCFL.

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 administrative offices of JCPS and NCFL responsible for implementing 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 September 1, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written Agreement between JCPS and NCFL.

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, NCFL will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective.

6. Amendment: This Agreement may be modified or amended only by a written agreement signed by JCPS and NCFL.

7. Independent Parties: JCPS and NCFL are independent parties, and neither shall be construed as an agent or representative of the other. Therefore, neither shall be liable for the acts or omissions of the other. However, each party shall be liable for any negligent or wrongful acts of its 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 NCFL concerning NCFL 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 and 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, wherein 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:

National Center for Families Learning:

Marty Pollio, Ed.D, Superintendent

Felicia Cumings Smith , Ed.D, President & CEO

Felicia C. Smith

Date: _____

Date: June 6, 2024