

**AMENDMENT TO THE AGREEMENT BETWEEN
ANCHORAGE INDEPENDENT SCHOOL DISTRICT AND
JEFFERSON COUNTY BOARD OF EDUCATION**

THIS AMENDMENT TO THE AGREEMENT BETWEEN ANCHORAGE INDEPENDENT SCHOOL DISTRICT 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"), and Anchorage Independent School District, (hereinafter "AISD").

WHEREAS, The Parties have entered into an Agreement between JCPS and AISD effective January 23, 2024 (the "Agreement"); and

WHEREAS, The Parties wish to extend the duration of the Agreement;

THEREFORE, the Parties wish to amend the Agreement.

This Amendment hereby amends Paragraph 4 of the Agreement to remove the termination date of June 30, 2025 and replace it with June 30, 2027.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of May 14, 2025.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date:

By: Sharla Six
Sharla Six
Interim Superintendent

Date: 04/24/2025

Anchorage Independent School District



JEFFERSON COUNTY BOARD OF EDUCATION

April 16, 2024, Regular Business Meeting

Agenda Item: XI.P.10. Recommendation for Approval of Memorandum of Agreement with Anchorage Public School District

Recommendation: Superintendent Martin Pollio recommends the Board of Education approve the attached Memorandum of Agreement with Anchorage Public School District and authorize the superintendent to sign same.

Rationale: JCPS Exceptional Child Education Staff will collaborate with Anchorage Public School District (APSD) to provide related services to identified APSD students who attend Visually Impaired Preschool Services (VIPS) in accordance with the student's IEP. APSD will be responsible for services rendered billed at cost.

Submitted by: Kim Chevalier

Attachment

OK AS TO FORM
AMH 2-13-2024

MEMORANDUM OF AGREEMENT

Between

**Anchorage Independent School District
11400 Ridge Road
Anchorage, Kentucky 40223**

And

**Jefferson County Board of Education
Jefferson County Public Schools
(Hereinafter referred to as "Volunteer Station")
3332 Newburg Road
Louisville, Kentucky 40218
Telephone No.: (502) 485-3011**

This Memorandum of Agreement (hereinafter "MOA") 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 Anchorage Independent School District (hereinafter "AISD").

This Agreement for Services ("Agreement") will guide the parties' relationship for the implementation of the IDEA Special Education Related Services to students with a disability residing in the Anchorage Independent School District and attending Visually Impaired Preschool Services ("VIPS") at 1906 Goldsmith Lane, Louisville, KY, 40218.

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

1. Duties of JCPS:

- a. JCPS agrees to provide special education related services as determined by the IEP to student(s) attending VIPS, with Anchorage Independent School District (AISD) as the Local Educational Agency (LEA).
- b. JCPS staff will provide AISD with identified students' progress monitoring documentation on a mutually agreed upon schedule between JCPS service providers and AISD.
- c. JCPS staff will attend ARC meetings for identified AISD student(s)
- d. JCPS staff will provide the agreed upon service(s) in accordance with the IEP
- e. JCPS Chief of ECE will determine the JCPS staff service provider(s)

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 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 AISD 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.
 - d. For purposes of this agreement, JCPS shall be treated as a school official under the Family Education Rights and Privacy Act.
4. **Term:** This Agreement shall be effective commencing January 23, 2024 and shall terminate on June 30, 2025. The Agreement may be extended by mutual written agreement of JCPS and AISD.
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.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and AISD.
7. **Independent Parties:** JCPS and AISD 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 AISD concerning the AISD and supersedes all prior agreements, either written or oral, regarding the same subject matter.

- f. JCPS will ensure that all staff working with AISD students at VIPS possess appropriate and current credentials and certifications.
- g. JCPS staff will follow JCPS school calendar
- h. JCPS staff will adhere to timelines (e.g., evaluations, reports, progress monitoring)
- i. JCPS staff will collaborate with AISD to provide input on IEP development for the contracted related service(s).
- J. JCPS staff will maintain communication with AISD staff regarding student needs/concerns.
- k. JCPS will bill AISD for services rendered under this contract at cost.

2. Duties of AISD:

- a. AISD will serve as the LEA for their student(s) attending VIPS and receiving contracted related services through JCPS.
- b. AISD will collaborate with JCPS to coordinate related services for their students attending VIPS.
- c. AISD will maintain regular communication with JCPS staff regarding student needs/concerns.
- d. AISD will schedule, convene, and conduct all IEP meetings for AISD/VIPS students served under this MOU.
- e. AISD will collaborate with JCPS staff when scheduling IEP meetings to ensure JCPS service provider availability.
- f. AISD will provide JCPS service providers with copies of all relevant student records.
- g. AISD will coordinate with VIPS to provide timely notice, when possible, to JCPS service providers when there is a change in a student's enrollment status or when a student served under this MOU is absent.
- h. AISD will be responsible for services rendered billed at cost.
- i. AISD will 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.

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 on the date below to be effective as the date first written above.

Jefferson County Public Schools:

Marty Pollio

Marty Pollio, Ed.D, Superintendent

Date: 4/17/14

Anchorage Independent School District:

Karen Solise

Karen Solise, Superintendent

Date: 3-5-24

Hannah Barnes

Hannah Barnes, PH.D., AISD Board Chair