



Memorandum of Understanding

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to identify expectations and establish terms governing the continued collaboration between Partners For Change, a non-profit corporation organized under Kentucky law (“Partners For Change”), formerly known as Covington Partners, and the Covington Independent Public School District Independent School District, a public school district organized under Kentucky law (the “District”) for the 2025-2026 school year.

This MOU is entered into between Partners For Change and the District. The collaboration between Partners For Change and the District is to implement and administer Out of School Time, Mentoring and Family Engagement programming to benefit the students who reside within the District.

ROLES AND RESPONSIBILITIES

Under this MOU, the roles, and responsibilities for each party are designated and defined as follows:

A. Roles and Responsibilities for Partners For Change

In exchange for the promises and agreements of the District as stated herein and in pursuit of the purposes identified in this collaboration, Partners For Change agrees to fulfill the following responsibilities:

- Monetary reimbursement for Out of School Time, Mentoring and Family Engagement Programming, and/or other program resources not to exceed the specified amounts:
 - Out of School and Family Engagement Programming: \$209,655.16
 - \$32,194/school at 5 Covington Elementary Schools
 - \$15,000/school @ Holmes High School and Holmes Middle School (totaling \$30,000)
 - Data Support: \$18,685.16
 - Mentoring Programming: \$300,000
 - 3.5 Full-Time Employee Mentoring Coordinators
 - Background Checks
 - General Supplies
- Release monetary reimbursement quarterly based on progress made on deliverables in the Roles and Responsibilities for the District;

- 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 the District

In exchange for the promises and agreements of the Partners For Change as stated herein and in pursuit of the purposes identified in this collaboration, the District agrees to fulfill the following responsibilities:

- Allow Partners for Change access to programming through regular scheduled site visits;
- Ensure Partners For Change programming is being implemented as required by funding partners;
- Collaborate and participate in cross-district initiatives that support collaboration across Out of School, Mentoring and Family Engagement initiatives, including, but not limited to meetings, workshops and activities organized by Partners For Change.
- Maintain positions for mentoring coordinators and out of school time coordinators who fulfill essential program functions.
- Ensure that essential staff are provided adequate resources to fulfill essential program functions and professional development;
- Quarterly, the District shall:
 - Provide quarterly reimbursement reports for programs being funded by Partners For Change funding sources;
 - Provide a quarter-to-date report through the Financial Management System (MUNIS);
 - Complete and submit a quarterly report to Partners For Change using a template provided by Partners for Change. This report must track key performance indicators (KPIs) and include qualitative insights on programming, participation, and impact;
 - Collect and submit aggregate student data;
 - Provide budget information to ensure funding requirements are being fulfilled;
 - Upon Partners for Change request, engage in quarterly meetings to review progress of programs and fulfillment of each party's responsibilities under the MOU.
- Create and submit a budget to Partners For Change for approval to ensure proper utilization of funds within thirty days from the execution of this MOU.
- Compliance with budget amendment procedures (as applicable);

- Provide visibility to Partners For Change on day-to-day operations to fulfill the responsibilities of the programs;

Failure to fulfill these roles and responsibilities may result in a review of funding eligibility, potential adjustments to funding allocations, and future partnership opportunities.

TERM

The terms of this MOU are in effect from July 1, 2025 - June 30, 2026. The request for funding period shall run from July 1- September 30, 2026. It is the intention of the parties that the funding period mirrors of other grant funding timelines. At the completion of this term, the collaboration identified in this MOU shall terminate unless the District timely submits an application, including an updated Project Budget, for funding to Partners For Change by May 1, 2026. Prior to the termination date, either party may terminate the MOU for any reason thirty (30) calendar days after written notice of intent to terminate this MOU to the other party.

The District acknowledges a portion of the funding provided under this MOU is sourced from federal grants and Partners For Change shall not be liable or deemed to have defaulted under this MOU if reimbursement amounts are modified based on impacts to federal funding that are caused by or result from acts beyond Partners For Change's reasonable control. Partners for Change shall notify the District if any of the funding are from federal grants so that the District has the benefit of developing contingency plans.

The Parties acknowledge and agree that effective communication is essential to the successful execution of this MOU. Accordingly, each Party shall use its best efforts to promptly communicate to the other Party any information, events, or situations that arise during the Term and that a reasonable person would deem material for the other Party to know in order to properly fulfill its responsibilities, protect its interests, or make informed decisions related to this Agreement.

Partners For Change shall notify the District in writing, or by email or other electronic communication, as soon as practicable after Partners for Change has secured funding resources supporting the District's program. The notification shall include the funding source and the approximate dollar amount or, to the extent applicable, a reasonable description of the resources secured.

-In the event such federal funding is reduced, frozen, or terminated without prior notice, Partners For Change reserves the right to modify, suspend, or terminate the funding provided to the District accordingly. In such cases, Partners For Change will provide as much advance notice as reasonably possible.

EMPLOYMENT STATUS OF PROGRAM STAFF

For the purposes of the collaboration and this MOU, the parties agree that the program staff are not the employees or independent contractors of Partners For Change. Both parties agree the obligation

of Partners For Change to reimburse the District for the salaries associated with each program staff member does not create an employment or independent contractor relationship with those staff members directly. The District agrees to bear the responsibility of the actions of the program staff under this MOU and shall be responsible for maintaining appropriate liability insurance for the essential staff fulfilling the program functions. Partners For Change is not responsible for providing workers' compensation insurance on the program staff, withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the program staff's payments, or making federal or state unemployment compensation contributions on the program staff's behalf. The program staff shall not be entitled to unemployment compensation from Partners For Change in connection with this MOU.

PROJECT BUDGET

The District will submit a Project Budget draft for the 2025-2026 school year within 30 days from the execution of this MOU, for review which will be approved by the Partners For Change Board of Directors. A budget template will be provided to the District by Partners For Change. The District shall report anticipated expenditures consistent with the Project Budget to Partners For Change using the following procedures:

- Expenditures shall be categorized by MUNIS object codes.
- 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

The District may submit budget amendment requests to Partners For Change 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. Partners For Change retains the sole discretion to review, approve, or decline, in whole or in part, any requested amendment. Partners For Change shall not approve any requested budget amendment that exceeds 10% of the total annual award originally approved for the 2025-2026 school year. Partners For Change will review the amendment request promptly and will make all reasonable efforts to respond to each amendment request within one calendar week.

PROJECT REIMBURSEMENT

The District shall submit requests for reimbursement to Partners For Change 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, 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, Partners For Change shall review the request against the approved budget, grant expenditures to date, and the latest grant progress report before approving payment. Partners For Change shall review and reimburse the District within 30 days of receiving the complete reimbursement requests. This review and timeline is subject to the following restrictions and limitations:
 - Partners For Change 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 full funding has not yet been received by Partners For Change, the final reimbursement will be paid to the District when the Grantor of any funding provided under this MOU determines that Partners For Change has satisfactorily fulfilled all the terms of its respective grant agreement, unless otherwise excluded by the Grantor in writing.

REIMBURSEMENT REQUEST MATERIALS

Reimbursement requests shall include an invoice, reimbursement spreadsheet, quarterly MUNIS report, narrative program update, 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.

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. A template will be provided by Partners for Change.

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 nvolk@partnersforchange.org

DATA COLLECTION AND PERFORMANCE MONITORING

Aggregate student data will be collected and evaluated by the District staff and shared with Partners For Change on a quarterly basis. If available, data collected will include, but is not limited to:

1. Program Attendance
2. Rate of students' participation in program
3. Academic Improvement
 - a. Reading
 - b. Math
4. Mentoring Hours, if applicable with programs funded
5. Behavior referrals
6. Hours of certified instruction provided

7. Hours of enriched programming provided
8. Rate of participation of family in programming
9. Rate of participation of family in skills-building programming
10. Risk factors (homeless, special education, English learner)
11. Free/reduced lunch
12. Public housing
13. Foster Care
14. Demographic data (gender, race)
15. GPA

DATA SHARING

Partners For Change and the District agree to protect any designated confidential or proprietary information shared between parties during this collaboration. Information, documents and forms shared by Partners For Change through this collaboration remain the sole intellectual property of Partners For Change. Likewise, information, documents and forms shared by the District through this collaboration remain the sole intellectual property of the District. However, the District understands certain data and results will be incorporated into annual reports or other documents describing the performance of the programming to fulfil requirements of funding resources or to obtain new funding resources. 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, the District acknowledges and agrees that Partners For Change 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.

Partners For Change understands student data is confidential information and protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended (20 U.S.C. § 1232g, et seq.), and its regulations and agrees it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA. Partners For Change will report to the District immediately of any known or reasonably believed instances of missing data or data that has been inappropriately shared. FERPA protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

ADDITIONAL FUNDING REQUESTS

The District may elect to seek additional funding resources to support this program outside of the funding provided by Partners For Change. After submitting requests to any outside funding source, however, the District agrees to notify Partners For Change to ensure transparency, accountability, and collaboration in securing and utilizing additional financial resources.

MARKETING AND COMMUNICATIONS:

Partners For Change and the 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

If a program, event, or promotional item is funded in whole or in part by Partners For Change, the District shall provide Partners For Change with the option to have its logo included on any marketing, promotional, or printed materials associated with the funded initiative. The placement and size of the logo shall be mutually agreed upon to ensure appropriate recognition while maintaining the integrity of the design.

The District will not use the Partners For Change logo or brand without prior written permission. Likewise, Partners for Change shall not use the District logo without prior written permission.

REVIEW OF ESSENTIAL TERMS

Both parties acknowledge that they have reviewed and negotiated the terms of this MOU. They have confirmed that the MOU accurately reflects the terms governing the collaboration for the 2025-2026 school year. Additionally, both parties have had the opportunity to review the MOU with their legal counsel before execution.

AMENDMENT OF TERMS

Amendment or supplementation of any terms identified in this MOU 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.

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

Date

Stacie Strotman
President/Chief Executive Officer, Partners For Change

Date

Tom Haggard
Covington Independent Public Schools
Board Chair

Date