

**MEMORANDUM OF AGREEMENT
JEFFERSON COUNTY BOARD OF EDUCATION
AND
HEUSER HEARING AND LANGUAGE ACADEMY**

THIS Memorandum of Agreement ("Agreement"), entered into by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40218, and Heuser Hearing & Language Academy ("Academy"), a non-profit facility located at 111 E. Kentucky St., Louisville, KY is for the purpose as hereinafter set forth.

WHEREAS JCPS Early Childhood Education Program ("Early Childhood") offers programs for three- and four-year-old children designed to prepare children socially, physically, emotionally, and educationally for elementary school and also in compliance with Kentucky State Law and federal regulations promulgated to implement Public Laws 101-476 and 99-457 addressing responsibility for providing evaluation, special education and related services for children and youth with disabilities.

WHEREAS JCPS must provide special education and related services for identified children who turn three or four years old on or before August 1st and have an Individual Educational Program (IEP) residing within the District, JCPS recognizes the need to provide staffing for students with disabilities based on the student's Individual Education Program (IEPs) for JCPS students enrolled in the preschool Deaf/Hard of Hearing special class at the Academy.

THEREFORE, the parties mutually agree as follows:

Jefferson County Public Schools agrees to:

- I. Provide, at no cost to the Academy, one certified Deaf/Hard of Hearing teacher and one Instructional Assistant for the JCPS Deaf/Hard of Hearing Pre-K class. There will not be more than six (6) students assigned to that classroom.
2. Provide a substitute or reimbursement for a substitute if a substitute teacher is needed. JCPS staff at HHLA will contact the JCPS Substitute Center to request a substitute for their absence. If the JCPS Substitute Center cannot provide a substitute teacher, JCPS will reimburse HHLA for securing a substitute teacher with KY teacher certification at the JCPS substitute teacher rate. If the JCPS Substitute Center cannot provide a substitute JCPS instructional assistant, JCPS will reimburse HHLA for securing a substitute instructional assistant at the JCPS substitute rate.

*If HHLA requests reimbursement, it will produce documentation of the contacts with the JCPS Substitute Center (date, person contacted, and response) and provide that documentation to JCPS in its request

3. Provide, at no cost to the parent, related services as determined by the Admissions and Release Committees (ARCs) and included in the IEPs of each JCPS three- and four-year-old child enrolled in the Academy in the Deaf/Hard of Hearing Special Pre-K class.
4. Provide transportation services aligned with the JCPS Early Childhood daily schedule and calendar on student days, at no cost to both the parent and the Academy, as designated by the ARCs and stipulated in the IEPs of every JCPS three- and four-year-old child enrolled in the Deaf/Hard of Hearing Special Pre-K class at the Academy.
5. Notify JCPS families attending HHLA regarding the updated JCPS Early Childhood calendar and student schedule.
6. JCPS staff will conduct home visits (in person or virtually) for all JCPS students attending HHLA.
7. Extend nutrition services (i.e., breakfast and lunch) to all Heuser Hearing and Language Academy Pre-K and JCPS Pre-K students on JCPS school days, contingent upon the District's continued eligibility and participation in the USDA Community Eligibility Program.
8. As deemed necessary, the JCPS Early Childhood Administration will provide \$250 for educational materials to the Deaf/Hard of Hearing Special Pre-K teacher to implement the curriculum.
9. Provide funding for the instruction of JCPS Deaf/Hard of Hearing Special Pre-K students if there are more than six (6) JCPS Deaf/Hard of Hearing Special Pre-K students enrolled in and regularly attending the Academy for ten thousand dollars (\$10,000) for each JCPS Deaf/Hard of Hearing Special Pre-K student beyond six (6) up to a total amount of one hundred thousand dollars (\$100,000). In consideration that Academy may need to hire additional staff for these placements, JCPS shall submit the full amount of ten thousand dollars (\$10,000) within thirty (30) calendar days of the students' ARC meeting designating the Academy as the student's placement.
10. Invite an Academy representative to ARC meetings for students attending the Academy, except for initial referrals. Make every effort to include the Academy representative in the meeting, although attendance is not required.

Heuser Hearing and Language Academy agrees to:

1. Provide other services needed for medical, health, or aesthetic reasons to be mutually agreed by JCPS and the Academy.
2. To mutually cooperate with JCPS staff who are instructing students in the Deaf/Hard of Hearing Special Pre-K class and to provide space for the instruction of these students.
3. The current Memorandum of Agreement between the Jefferson County Board of Education and the Jefferson County Teachers Association details responsibilities that include but are not limited to planning, preparing, conducting home visits (in person or virtually), participating in ARC meetings, and synchronous professional development at a location determined by the JCPS Early Childhood administration.
4. Upon request, provide JCPS with its independent annual audited financials as its auditors have completed them for the previous year.
5. Provide a meeting space conducive to having ARC meetings for those students who require such meetings.
6. The Academy will notify JCPS promptly if it no longer has the required space or staffing for additional students beyond the six students assigned to the JCPS-staffed Deaf /Hard of Hearing Special Pre-K classroom.
7. Understanding that a child's needs and behaviors can change, the Academy reserves the right to call an emergency ARC meeting to address the safety of the child or staff in cooperation with JCPS. Before the ARC, the Academy will contact JCPS to arrange a meeting to discuss the issue. If the ARC determines that the Academy can no longer provide a safe placement, the ARC will place the student in another school.
8. Not to discriminate in recruitment or employment 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, or disability, or limitations related to pregnancy, childbirth, or related medical conditions.
9. Not to deny equal educational opportunity to students because of a student's race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
10. Provide JCPS with the number of students counted towards the

December 1 count.

11. Require the following, under KRS160.380, for all contractors, employees, interns and volunteers under this agreement:
 1. A state criminal record check.
 2. A state and national criminal (fingerprint) history background check AND
 3. A letter from the Cabinet for Health and Family Services confirms there are no records of substantiated child abuse or neglect.

No contractor, employee, intern, or volunteer shall be utilized to supervise students or deemed to have the authority to supervise students unless the volunteer has been designated to supervise students by the JCPS School Supervisor and approved by the Superintendent/designee and has undergone the required records check.

- b) Prohibit contractors, employees, interns, and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern, or volunteer has been convicted of the following:
 1. Any conviction for sex-related offenses.
 2. Any conviction for offenses against minors.
 3. Any conviction for felony offenses except as provided in number 5 below.
 4. Any conviction for deadly weapon-related offenses;
 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 6. Any conviction for violent, abusive, threatening, or harassment-related offenses OR
 7. Other convictions determined by the Superintendent/designee bear a reasonable relationship to the applicant's ability to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the JCPS School Supervisor or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above. They shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

12. If the performance of this Agreement involves the transfer by JCPS to the Academy 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"), Academy agrees to:

1. 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.

2. 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 the Academy and its employees, contractors, volunteers, and agents without the prior approval of JCPS. The disclosure shall be limited to only those employees, contractors, volunteers, or agents necessary to fulfill this Agreement.
3. Require all Academy employees, contractors, volunteers, and agents to comply with all applicable provisions of FERPA with respect to any such data. Academy shall require and maintain confidentiality agreements with each employee, contractor, volunteer, or agent with access to data under this agreement.
4. 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. The Academy shall notify JCPS within 24 hours in case of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
5. 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 the Academy 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.
6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date the Academy no longer needs it for this Agreement. The Academy will require all employees, contractors, volunteers, or agents to comply with this provision.
7. JCPS retains the right to audit the Academy's compliance with the confidentiality requirements of this provision.

Period of Performance: Performance under this Agreement shall begin July 1, 2025, and shall not extend beyond the estimated completion date of June 30, 2026 ("Term") unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing.

Termination: This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to

the other party. Either party may terminate this Agreement immediately upon ten (10) business days' written notice to the other party for failing to cure a material breach of this Agreement. If Heuser Hearing and Language Academy wishes to extend the term for additional periods, the Academy agrees to give JCPS written notice of its intention to continue the Project not less than sixty (60) days before the completion date. Notification of intent to extend does not guarantee an extension of the Term, which may only be extended by mutual written agreement.

Modifications: No waiver, alteration, or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same document.

Entire Agreement. This Agreement, together with any attachments hereto and any written amendment or modification that may hereafter be agreed to by the parties in accordance with the modification provisions above, constitute the entire understanding between the parties concerning the subject matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto on the dates below, to be effective as of June 30, 2025.

JEFFERSON COUNTY PUBLIC SCHOOLS:

BY: _____
Dr. H. Brian Yearwood, Superintendent

HEUSER HEARING AND LANGUAGE ACADEMY:

BY: _____

Brett Bachmann, Chief Executive Officer at Heuser Hearing and Language Academy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER English Insurance Group 4360 Brownsboro Rd Suite 104 Louisville KY 40207	CONTACT NAME: Robert S English PHONE (A/C No, Ext): (502) 977-6657 E-MAIL ADDRESS: angelia@englishgrp.com robert@englishgrp.com FAX (A/C No): INSURER(S) AFFORDING COVERAGE INSURER A: SECURA Insurance Company INSURER B: National Fire & Marine Insurance Company INSURER C: Hiscox Insurance Company Inc INSURER D: INSURER E: INSURER F:	NAIC # 22543 20079 10200
--	---	--

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20-CP-003344820-2	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			20-A-003344821-2	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			20-CU-003344823-2	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Follow-Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			HN073557	06/01/2024	06/01/2025	1,000,000 3,000,000 Per event Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C Cyber Liability \$1,000,000 each claim / \$1,000,000 aggregate Policy number: MPL5349976.23 6/1/2024 - 6/1/2025

Certificate holder is considered additional insured for work performed by named insured.

CERTIFICATE HOLDER**CANCELLATION**

Board of Education of Jefferson County Attn: Insurance/Real Estate Dept 3332 Newburg Rd Louisville KY 40218	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.