

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Volunteers of America Mid-States

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 Volunteers of America Mid-States (hereinafter "VOAmid"), a non-profit organization with its principal place of business located at 570 South Fourth Street, Suite 100, Louisville, Kentucky 40202.

WHEREAS, JCPS has received Title IV Safe and Healthy Schools funds to implement programs that reach parents and family members at home, in the community and at school.

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

1. Duties of JCPS:

- a. Designate contact persons in each school to assist in coordinating services and participate in restorative justice conference processes for the child/youth and families referred to Volunteers of America Mid-States Restorative Justice (hereafter "VOA RJ") with parent/guardian written permission.
 - i. The participating schools will identify students in need of support and names will be submitted to JCPS staff.
 - ii. The participating schools will obtain parent/guardian written permission on the approved consent form (Attachment C).
 - iii. Work with designated VOA RJ personnel to coordinate services and provide reports in conjunction with child/youth and family.
 - iv. Designate the Multi-Tiered Systems of Support Manager to communicate and cooperate concerning the performance of all aspects and terms of this Agreement.
- b. For students with parent/guardian consent on file, provide data necessary for VOA RJ program service delivery as detailed in Attachment A: Student information – name, grade level, race/ethnicity, gender, school, date of birth; person referring student for services; referral and suspensions; behavior description; parent/guardian information – name, relationship, phone number, and address; and referral and exit dates related to VOA RJ services.

2. Duties of VOAmid:

- a. Accept referrals identified by JCPS personnel consistent with the project scope.

- i. Implement restorative justice practices to address the contributing factors and impact of the child/youth's behavior while engaging the family and school personnel to develop a partnership to support the child/youth's future success.
 - ii. Provide case management services to the child/youth and family to identify and coordinate services and supports to promote future success. Case management services will include conducting/referring for assessments, developing case management plans, coordinating the services needed by the youth and family seamlessly through services provided with VOAmid and external providers, and monitoring the progress of the case management plan while coordinating with the designated liaison/school personnel for the referring school.
 - iii. Provide at least weekly case management updates and data reviews on students and/or guardians to the JCPS project manager as outlined on Attachment A.
- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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.
- c. If the performance of this Agreement involves the transfer by JCPS to VOAmid 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"), VOAmid and JCPS must manage the data transfer in accordance with FERPA requirements, and VOAmid agrees to the following conditions:
 - i. If VOAmid requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to VOAmid before the JCPS IRB-approved informed consent process has been executed. In this case, VOAmid does not function as an exception under FERPA. VOAmid is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. VOAmid must deliver copies of the signed authorization to JCPS upon request.
 - ii. If VOAmid has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then VOAmid shall:

- (a) 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.
 - (b) 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 VOAmid 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.
 - (c) Require all employees, contractors, volunteers, and agents of VOAmid to comply with all applicable provisions of FERPA with respect to any such data. VOAmid shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) 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. VOAmid 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.
 - (e) 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 VOAmid 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.
- d. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
 - e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
 - f. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with monthly progress reports for each student/family in the VOA RJ program, including length of time and types of services. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.

- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from VOAmid responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit VOAmid's compliance with this agreement.
- k. VOAmid 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.
- l. 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.
- m. 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 and provide JCPS with a certificate of insurance upon request.
- n. Require all VOAmid 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.

- o. VOAmid 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.
- p. VOAmid staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to VOAmid. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to VOAmid.
- r. VOAmid will ensure that all confidential data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the data are no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. VOAmid agrees to provide written notice in an email to jcps.irb@jefferson.kyschools.us within forty-five (45) days after the data is destroyed outlining the date of destruction along with method of destruction.

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 respective administrative offices of JCPS and VOAmid 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 **April 01, 2026** and shall terminate on **February 25, 2027**, The Agreement may be extended by mutual written agreement of JCPS and VOAmid.

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, VOAmid will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of data security as outlined above. VOAmid 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. In the event of an immediate termination, VOAmid shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and VOAmid.
7. **Independent Parties**: JCPS and VOAmid 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 VOAmid concerning the VOAmid 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.
13. **Payment**: JCPS will provide funding to VOAmid in accordance with the Title IV Safe and Healthy Schools Funds budget in Attachment D. JCPS will provide funding not to exceed \$167,241 only in accordance with the terms of the MOA. VOAmid billing for reimbursement must include (a) the cost categories outlined in the approved Attachment D, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized VOAmid officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as "FINAL" and shall be submitted no later than 60 days after the MOA's end date. Any reimbursement requested that does not comply with this MOA and any process or procedure shall not be allowed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Volunteers of America Mid-States:

Brian Yearwood, Ed.D, Superintendent

Michael Heichelbech

Michael Heichelbech, Chief Financial Officer

Date: _____

Date: 02/25/2026

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2026	SY 2025-26	Upon request for student/family support through VOA RJ Program	Within 14 business days
2027	SY 2026-27	Upon request for student/family support through VOA RJ Program	Within 14 business days until February 25, 2027

Data Elements Provided by VOAmid

Data Elements Given to JCPS by VOAmid
Student First Name
Student Last Name
Parent/Guardian First Name
Parent/Guardian Last Name
Progress for each family in VOA RJ Program
Length of time in VOA RJ Program
Types of services received in VOA RJ Program
Case plan for each student/family in VOA RJ Program
Progress towards the case plan completion for each student/family in VOA RJ Program

*Data Elements Delivered to VOAmid from JCPS**

Data Elements Fulfilled by JCPS	Delivery Notes
JCPS Student ID or proxy	Confirmed at the time of fulfillment
Student First Name	Confirmed at the time of fulfillment
Student Last Name	Confirmed at the time of fulfillment
Student Grade Level	For each Student Record Collection Timeframe
Student Race/Ethnicity	For each Student Record Collection Timeframe
Student Gender	For each Student Record Collection Timeframe
JCPS School	For each Student Record Collection Timeframe
Student DOB	For each Student Record Collection Timeframe
Person referring student/family to VOA RJ program	For each Student Record Collection Timeframe
Number of referrals this year	For each Student Record Collection Timeframe
Number of suspensions this year	For each Student Record Collection Timeframe
Description of exhibited behaviors	For each Student Record Collection Timeframe
Status of JCPS BCBA Support	For each Student Record Collection Timeframe
Type of Tier 2 and/or 3 Interventions	For each Student Record Collection Timeframe

Parent/Guardian First Name	For each Student Record Collection Timeframe
Parent/Guardian Last Name	For each Student Record Collection Timeframe
Parent/Guardian relationship to student	For each Student Record Collection Timeframe
Parent/Guardian Phone Number	For each Student Record Collection Timeframe
Parent/Guardian Address	For each Student Record Collection Timeframe
Date Referred to VOA RJ Program	For each Student Record Collection Timeframe
Date Exited VOA RJ Program	For each Student Record Collection Timeframe

*** Weekly Progress Reports for each family in VOA RJ Program including length of time and types of services will be provided to JCPS staff. Signed parental consent forms are to be completed for each student to access data elements.**

ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of _____ ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and 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.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:

ATTACHMENT C

JCPS Parent/Guardian Education Records Release Consent Form

Jefferson County Public Schools (JCPS) has partnered with Volunteers of America (VOA) to provide services to improve student well-being and academic learning. This partnership developed out of a grant JCPS received from the U.S. Department of Education to help prevent community violence and mitigate the impacts of exposure to community violence.

What services would my child receive?

The VOA will provide two types of services to JCPS schools, students, and families:

- Work with the school and family to develop a partnership to support the child/youth’s future success through restorative justice practices.
- Assess student and family needs, coordinate services in response to those needs, and engage family and school personnel to develop a partnership to support the child/youth’s future success.

What am I consenting to?

Your family and student’s participation in VOA services and record sharing is voluntary. By signing this form, you are giving the VOA permission to communicate with JCPS concerning your student and/or your family, and you are permitting JCPS to communicate with VOA concerning your student and/or your family. You also authorize JCPS to release education records to VOA to receive services. **This includes your contact information as the parent/guardian and the following education records: *student ID, name, demographic information, school name, referrals, suspensions, and Tier 2 and/or 3 interventions.***

What happens if I do NOT want my child to receive these services?

If you do not sign this form, VOA cannot engage with your family and student, and JCPS will not release your contact information or your child’s records to VOA. Your child will not be penalized in any way by the school or teachers.

I understand that JCPS and the VOA are independent parties. I understand and agree that JCPS shall have no liability for the acts or omissions of the VOA, their employees, and volunteers. I have read and understand the contents of this form. I have received a copy, and I agree to its provisions. I understand that I may revoke this authorization at any time by written request. I understand that this authorization will remain in effect for the current school year or until revoked by me in writing to Dr. Naomi Handley. **Questions about this program also can be directed to Dr. Naomi Handley at (502) 485-6792 or naomi.handley@jefferson.kyschools.us.**

Student’s Name: (Printed)		Student’s Current Grade Level:	
Student’s Current School:			
School Liaison Name and Phone (Printed):			
Parent/Guardian Name (Printed):			
Parent/Guardian Signature:		Date:	

ATTACHMENT D

Contractual services provided by Volunteers of America Restorative Justice under the JCPS Title IV Safe and Healthy Schools Funds include:

Volunteers of America Restorative Justice Budget for Title IV Safe and Healthy Schools Funds	
Category	Feb 2026 - Feb 2027
Salary (2 Case Mgr)	\$97,500
Fringe	\$17,550
Interpretation Services	\$500
Office Supplies	\$3,600
Internet/Hot Spots	\$1,200
Laptops (2)	\$3,000
Telephone	\$480
Training	\$500
Client Assistance	\$10,000
Indirect Costs @24.5%	\$32,911
TOTAL BUDGET	\$167,241



Project Proposal: [Volunteers of America Restorative Justice (VOA RJ) Title IV MOA]

Project Manager: [Naomi Handley]

Phase 1: Project Proposal

Complete Steps 1 & 2 in preparation for a conversation with your supervisor about the project.

Step 1: REAP Completion

Date REAP Completed	January 16, 2026
Link REAP (Google Doc) <i>Ensure access is set to "anyone in JCPS can view".</i>	REAP-VOA MOA Title IV

Step 2: Initial Project Plan

Project Description	<p>This MOA with VOA RJ, funded by JCPS Title IV Safe and Healthy Schools funds, will provide VOA RJ services in JCPS schools to JCPS families. This MOA will continue to allow the district to collaborate with a community partner to provide targeted social services with rolling case management to support families and students. Through this MOA, JCPS will be able to serve families at JCPS schools by allowing VOA RJ to accept referrals of identified students with extreme behavioral and environmental challenges to implement restorative justice practices to address contributing factors and impact of the student's behavior while engaging the family and school personnel to develop a partnership and provide case management to coordinate services and support to promote future success. VOA RJ also contracts with certified interpreters specially trained for case management oral interpretation to help support families and ensure culturally and linguistically responsive coordinated care. This is a separate MOA than the one approved in July 2025 for the Project Prevent federal grant work.</p>			
Project SMARTIE Goal <small>(Specific, Measurable, Actionable/Achievable, Relevant, Time-bound, Inclusive, Equitable)</small>	<p><i>Goal must connect to specific strategies and activities in the Instructional Systems Monitoring Tool. SMARTIE Goals Learning Forward.pdf</i></p> <p>Goal Statement: By the end of the project, VOA RJ will have opened and completed family crisis case management plans for at least 30 families as measured by active cases and VOA RJ case manager contact counts.</p>			
ROW Alignment	<p><i>Project must demonstrate clear alignment to the Academics Division Commitments (ROW).</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%; text-align: center;">Resources & Support</td> <td style="width: 33%; text-align: center;">Opportunities & Access</td> <td style="width: 33%; text-align: center;">Work to Serve</td> </tr> </table>	Resources & Support	Opportunities & Access	Work to Serve
Resources & Support	Opportunities & Access	Work to Serve		

	MOA includes funding for 2 case managers with additional funding for family support	School administrators determine the students and families who are in need of these critical supports. Any student is eligible for case management supports.	This service is a unique opportunity for families to be connected to an outside resource with JCPS connections. The case management component means that families are working on their targeted needs.
Anticipated Resource Needs	Fiscal Resources (Payroll, Operational Expenses)	→ Human Resources → (Service - Regardless of cost)	❖ Technology Resources (Data Sharing; Anything requiring a JCPS login)
	VOA RJ has expenses as part of their budget that would be covered	MOA with VOA RJ for 2 case managers and additional funds for family support	Cascade access to share family referrals
Project Links	<i>Add planning documents, files, or websites relevant to your project. Ensure access is set to "anyone in JCPS can view."</i>		
	VOA-RJ Flyer2.pdf		
Project Budget	<i>Include all anticipated expenses and any relevant quotes that are not expired.</i>		
	Budget-VOA MOA Title IV		
Project Timeline	<p>February 26, 2026 - February 25, 2027 March 31, 2026 - MOA to go to Board of Education for Approval (Delayed due to funding source access) February 2026 - Schools notified of continued funding February 26, 2026 - February 25, 2027 (Ongoing)</p> <ul style="list-style-type: none"> ● School staff identify families in need of support ● VOA RJ assigns a case manager ● Onboarding circle held by the school ● Case plan created ● Case manager and families work the case plan ● Schools updated on case plan progress ● Cases closed when case plans are completed 		
Project Documents	Family Onboarding Process-VOA RJ Projects.pdf Step-By-Step Process for New VOA-RJ Requests-VOA RJ Expansion Project Email Templates for Onboarding Process (VOA-RJ)-VOA RJ Expansion Project EXAMPLE of VOA-RJ Case Status for Schools-VOA RJ Expansion VOA RJ Family Survey-VOA RJ Expansion Project		

Once Step 2 is complete:

Updated 8/8/25

- Share this proposal with [Lisa Wathen](#), EA Academics, and [Elisabeth Read](#), Academics Specialist.
- Schedule a Logistics Planning Meeting [HERE](#).

2 - Logistics Planning



Project Proposal: [Volunteers of America Restorative Justice (VOA RJ) Title IV MOA]

Project Manager: [Naomi Handley]

Phase 2: Logistics Planning

Step 3: Logistics Planning Meeting

Identified Needs	<ul style="list-style-type: none"> Fiscal Resources (Payroll, Operational Expenses) 	<ul style="list-style-type: none"> Human Resources (Services—Regardless of cost) 	<ul style="list-style-type: none"> Technology Resources (Data Sharing; Anything requiring a JCPS login)
Key Metrics	<p>SBS Team Dashboard - Slides 22 and 23</p> <p>We are creating a new dashboard that will include the following:</p> <ul style="list-style-type: none"> Cases by school and status (active, inactive, closed) Contact counts by school Survey results from schools and families <p>VOA-RJ Dashboard - Draft</p>		

Vendors *(Add rows for each additional vendor)*

All financial transactions require the recipient of funds (including current JCPS employees) to be an approved Vendor. Your department Secretary can check the status of a Vendor in [PaymentWorks](#).

Name	Vendor Number	Contact	Service/Product
Volunteers of America Mid-States	44664	Rachael Kalembach	Family case management services

Payroll

Leveled Stipend (Salary Schedule) <i>Requires Participant Commitments Agreement (Template; Example)</i>	PD Stipend <i>Requires approved Vector session</i>	Hourly Rate <i>Requires an Academics Extra Service Time Sheet w/justification</i>
Notes	Notes	Notes

Purchasing

Information to gather before you submit the [Request to Purchase](https://bit.ly/jcpsrtp) (<https://bit.ly/jcpsrtp>)

Purchase Order - Required	Travel?
Funding code(s) & amount(s) Vendor name & number Quote - not expired Approved legal agreement - if applicable Determination & Findings - if applicable Other documents may be required based on type of purchase	<ul style="list-style-type: none"> Approved Professional Leave Form Conference Registration Agenda & Registration Rates Flight (3 Quotes Required) Hotel Quote (3 Quotes if NOT Conference Hotel)
Notes	Notes

Legal Agreements - DO NOT SIGN ANY AGREEMENTS or QUOTES/SCOPES/ETC.

Needed	Document <i>If amending an existing agreement, link the original approved document</i>	Target Board Meeting Board Meeting Schedule
	Routing Form - Signed by Assistant Superintendent Routing Form-VOA MOA Title IV (Signed).pdf	March 31, 2026
	Memorandum of Agreement/Understanding - *Collaboration with ARSI <ul style="list-style-type: none"> MOA-VOA Title IV Funds 3.31.2026 Board Agenda Rationale-VOA MOA Title IV Vendor Quote - Budget-VOA MOA Title IV Indirect Cost Agreement 4.15.25.pdf Email from ARSI Approving Language for VOA RJ MOA - Jan 2026.pdf Certificate of Insurance - VOA-Mid States JCS Insurance.pdf 	March 31, 2026

Next Steps

Task	Person Responsible	Due Date
•		
•		

2 - Budget & Approvals



Project Proposal: Volunteers of America Restorative Justice (VOA RJ) Title IV MOA

Project Manager: Naomi Handley

Step 4: Budget	
Academics Project Budgets	
Executive Administrator Signature	<i>Lisa Mathen</i>
Date	2-3-26

This is a view-only version of your budget. Always refresh the view by clicking "Update" to ensure you have the most up-to-date info.

VOA Restorative Justice Final Budget (FY26)					
Org	Obj	Proj	Description	Amount	Notes
F112797	0349	552MW	Other Professional Services	\$167,241	MOA for VOA RJ
			Total Request	\$167,241	

Step 4: Approval	
Assistant Superintendent -Signature	
Date	2-6-26
Notes	

3 - Implementation & Monitoring



Updated 8/8/25

Project Proposal: [Volunteers of America Restorative Justice (VOA RJ) Title IV MOA]

Project Manager: [Naomi Handley]

Phase 3: Implementation Component Samples

The documents linked below are **samples** of components that may be useful for your project. You may also have components that are unique to your project. Use the "Document Tabs" function of this Plan to organize your components.

- [VOA-RJ Flyer2.pdf](#)
- [Case Plan and Workflow Checklist](#)
- [VOA RJ Expansion Google Request for Support Form](#)
- [VOA RJ Title I ES Google Request for Support Form](#)
- [Family Onboarding Process-VOA RJ Projects.pdf](#)
- [Step-By-Step Process for New VOA-RJ Requests-VOA RJ Expansion Project](#)
- [Email Templates for Onboarding Process \(VOA-RJ\)-VOA RJ Expansion Project](#)
- [EXAMPLE of VOA-RJ Case Status for Schools-VOA RJ Expansion](#)
- [VOA RJ Family Support Expectations](#)
- [VOA RJ Family Survey-VOA RJ Expansion Project](#)
-

4 - Impact Analysis & Reflection



Project Proposal: [Volunteers of America Restorative Justice (VOA RJ) Title IV MOA]

Project Manager: [Naomi Handley]

Phase 4: Impact Analysis & Reflection

Projects must be aligned to Goals and Academic Division Commitments (ROW), and impact must be measurable. Complete these sections as you analyze the impact of your project. Guiding questions have been added as a resource.

Impact Analysis & Reflection Due Date:	
--	--

Data Analysis

What data did you collect that was **Quantitative** (numerical)? What are the data **trends**?

What data did you collect that was **Qualitative** (non-numerical, narrative)? What are the data **themes**?

Look at the **margins** of your population. Are there **outliers**? What do these responses reveal?

What did you learn from this data? Does the data **confirm or contradict** your assumptions or expectations?

What data did you **not have** that could have been helpful? What would be helpful for future data collection?

Goal Reflection

Revisit your SMARTIE goal. Did you meet your goal? How do you know?

Did your goal change throughout the project? How did you adapt?

How did this project align to District Goals? How did the project improve outcomes related to this goal? How do you know?

ROW Reflection

How did this project align to ROW?

Did you project improve outcomes related to ROW? How do you know?

REAP Reflection

Revisit the **REAP**. Were there unexpected or unintended consequences that negatively impacted any racial groups?

What would you do differently next time?

Next Steps

What are your next steps for continuing or expanding this work? What new questions has this work raised for the team?
What opportunities do you see for revision if this project is renewed or repeated in the future?
Did you meet your project goals? How do you know? What evidence can you cite?

Payroll Tracking

Project Component (training, meeting, etc)	Date Reported & Approved (initial)	Linked approved sheet of participants (Sample)	Payroll Code	\$ Rate: Hourly, PD Stipend, Academics Leveled Stipend	Payroll due NLT cycle close	Payroll status w/notes
	Date	File			Date	Need Payroll to Open, Not started
	Date	File			Date	Need Payroll to Open, Not started
	Date	File			Date	Need Payroll to Open, Not started

Steps to complete:

1. Project manager enters payroll info on a line, including link to the file of people to be paid. One event should be on each line; however you could use the same spreadsheet attachment, but a different tab for each event.
2. PM comments on line in "approved" box to request approval from Curriculum Specialist. Be sure to tag the person in the comment.
3. Curriculum Specialist will review and route to the Secretary/Fiscal Coordinator for processing by assigning the comment.
4. When processed, Secretary/FC updates the status and initials in the last column.
5. If there are any issues or payroll will be delayed, the Secretary/FC will communicate with the Project Manager to resolve.

Component: Conference Commitments

Component: Conference Commitments

Each individual who is approved to attend a conference should complete this template. If the session catalog is not available at the time of approval, the conference can be “conditionally approved” pending the completion of that section closer to the time (but still before) the event.

This form should be completed for each attendee and submitted along with the professional leave form for approval to your Assistant Superintendent.

Conference Details		
Name:	School/Dept:	Content/Grade:
Conference attending (name, date, location):	Are you presenting at this conference? Yes No LINK approved professional leave form	Travel requirements (select those that apply): Flight Mileage Hotel Per diem Parking

Conference Goals: Write 2-3 personal goals for the conference. They should be linked to conference themes, your Professional Growth Goal, and your job description/responsibilities.	
Goal 1	
Goal 2	
Goal 3	

Sessions Aligned to Goals: Note which sessions you will attend and how they relate to each goal. How do you anticipate using what you learn in each session to impact teaching & learning in JCPS? (Insert additional rows as needed; you do not need to list every session you plan to attend, but you should include those that directly align to your goals and will be most impactful.)			
Sessions [LINK CONFERENCE AGENDA]	Goal	Conference Strand/Alignment or Description	Impact

Commitments (*customize for specific circumstances & needs*)

JCPS Academics agrees to	The conference attendee agrees to
<ul style="list-style-type: none"> → Pay registration fee for attendee → Coordinate/remiburse/ travel → Work with attendee to support professional learning sessions led by attendee → Pay attendee for professional learning planned & delivered according to the approved 25-26 Extra Service Pay Rates → 	<ul style="list-style-type: none"> → Register themselves for the conference using PO number _____ → Positively represent JCPS Academics at the conference by attending sessions and actively participating in conference activities → Submit required paperwork within 2 weeks of return for travel and reimbursement → Lead professional learning for teachers at _____ for _____ hours.

Signatures/Approvals

Attendee Signature (confirming the commitments)		[date]
Approved Signature		[date]

Post Conference Reflection (*Note: The project manager is responsible for collecting attendee reflections after the conference to contribute to project impact analysis.*)

Due Date:	[Link Reflection template/form/etc]

Evidence of Learning & Impact (*link professional learning agendas, surveys, materials, etc, that you have created since the conference - these should reflect new learning and/or application of learning from the conference experience*)

Running Agenda (Optional)



Updated 8/8/25

Project Proposal: [Volunteers of America Restorative Justice (VOA RJ) Title IV MOA]

Project Manager: [Naomi Handley]

Meeting Date	Meeting Type/Topic
	Initial Conversation w/Supervisor
	Logistics Planning Meeting

Initial Conversation w/Supervisor [DATE]	
Agenda Item	Notes
REAP	
Project Proposal	
Supervisor Feedback	
Next Steps	

Logistics Planning Meeting [DATE]	
Agenda Item	Notes
Project Proposal	
Logistics Planning	

[DATE]	
Agenda Item	Notes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2026

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 Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299	CONTACT NAME: Paula Halpin	
	PHONE (A/C, No, Ext): 502-415-7062	FAX (A/C, No): 502-415-7001
E-MAIL ADDRESS: paula_halpin@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Company		18667
INSURER B: The Harford Mutual Insurance Company		14141
INSURER C: Philadelphia Indemnity Insurance Company		18058
INSURER D:		
INSURER E:		
INSURER F:		

INSURED VOLUOFA-25
 Volunteers of America Mid-States, Inc
 570 S Fourth Street Suite 100
 Louisville KY 40202


COVERAGES **CERTIFICATE NUMBER:** 1251936358 **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PHPK2567763-012	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y		PHPK2567763-012	7/1/2025	7/1/2026	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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB868766-020	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	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 N	N/A	WC11047698	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as Additional Insured on the General Liability policy, as per endorsement # CG2026, edition 04/13 and on the Auto policy per endorsement # PI-CA-001, edition 09/15.

Crime/Fidelity Coverage Policy #PHPK2567763-012 Eff 7/1/2025-7/1/2026 \$200,000 Limit
 Additional insured: Board of Education of Jefferson County

CERTIFICATE HOLDER Board of Education of Jefferson County Attn: Insurance/Real Estate Dept 3332 Newburg Road Louisville KY 40218 USA	CANCELLATION 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 
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NEGOTIATED INDIRECT COST RATE AGREEMENT

NON-FEDERAL ENTITY

Volunteers of America Mid-States
570 South Fourth St., Suite 100
Louisville, KY 40202

UEI: H8QZTMHMZME8

EIN: 61-0480950

DATE: 4/1/2025

FILE REF.: This
replaces the agreement
dated 11/8/2024

The indirect cost rate(s) contained in this Agreement are for use on grants, contracts, and other agreements with the Federal Government. This Agreement was negotiated by **Volunteers of America Mid-States** (non-Federal entity) and the **U.S. Department of Labor** in accordance with the authority contained in the Federal Acquisition Regulation (FAR) for commercial entities, or Title 2 of the Code of Federal Regulations, Part 200 for nonprofit and state/local entities. This Agreement is subject to the limitations in Section II, A, below.

When applicable, the rates presented in this Agreement may only be applied to: (1) cost-reimbursement contracts and (2) actual costs for materials in time-and-materials (T&M) contracts. Any indirect rates for labor costs in T&M, labor-hour and fixed-price contracts must be negotiated with the Contracting Officer during pre-award in accordance with FAR Part 15.404-1(c).

SECTION I: RATES

<u>TYPE</u>	<u>APPROVAL</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>LOCATION</u>	<u>APPLY TO</u>
Indirect	Final	07/01/2022	06/30/2023	26.57%	SW-1	Loc-1	AP-1
Indirect	Final	07/01/2023	06/30/2024	23.75%	SW-1	Loc-1	AP-1
Indirect	Provisional	07/01/2024	06/30/2026	24.50%	SW-1	Loc-1	AP-1

(SEE SPECIAL REMARKS)

BASE

SW-1: Total direct salaries and wages including vacation, holiday, sick pay, other paid absences, and all applicable fringe benefits.

LOCATION

Loc-1: All Locations

APPLY TO

AP-1: All Programs

TREATMENT OF FRINGE BENEFITS: Fringe benefits are specifically identified to each employee and/or are charged individually as direct or indirect cost (as applicable). See Special Remarks section of this Agreement for more details.

TREATMENT OF PAID ABSENCES: Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

SECTION II: GENERAL

A. LIMITATIONS

Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:

1. No costs other than those incurred by the non-Federal entity or contractor were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the non-Federal entity and allowable under the governing cost principles.
2. The same costs that have been treated as indirect costs have not been claimed as direct costs.
3. Similar types of costs have been accorded consistent treatment.
4. The information provided by the non-Federal entity or contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate by the Federal government. In such situations, the rate(s) may be subject to renegotiation at the discretion of the Federal government.
5. The rates cited in this Agreement are subject to audit.
6. Indirect costs charged to Federal grants/contracts by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate(s) cited herein and be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
7. Contracts/grants providing for ceilings as to the indirect cost rate(s) or amount(s) which are indicated in Section I above, will be subject to the ceilings stipulated in the contract or grant agreements. The ceiling rate or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the contract or grant agreement.
8. Administrative costs consist of all Direct and Indirect costs associated with the management of a non-Federal entity's programs. Non-Federal entities should refer to their contracts/grants terms and specific program legislation for the applicable definition of Administrative Costs and any related limitations.

B. ACCOUNTING CHANGES

This agreement is based on the accounting system purported by the non-Federal entity or contractor to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the Cost & Price Determination Division (CPDD). Such changes include, but are not limited to changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. NOTIFICATION TO FEDERAL AGENCIES

A copy of this document (original, and revised (if applicable)) is to be provided by the non-Federal entity or contractor to other Federal funding sources as a means of notifying them of the Agreement contained herein.

D. DEFINITION OF RATES

1. Final rate means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.
2. Provisional rate or billing rate means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a final rate for the period.
3. Predetermined rate means an indirect cost rate, applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
4. Fixed rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

The Special Remarks section in this agreement may include the carry-forward amount of the applicable fiscal years.

Central service costs (commonly known as State-Wide Cost Allocation Plan costs, or SWCAP costs), when applicable and allowed, may be included in the fixed rate. If the approved SWCAP costs are not available, then those proposed costs can be used to calculate the carry-forward amount. Appropriate State and Federal agencies responsible for negotiating the SWCAP must be informed if proposed SWCAP costs are used so that adjustments between the proposed and approved SWCAP costs can be made in subsequent period.

E. SPECIAL REMARKS

1. Provisional/Final Rate approval and impact to closeout adjustments:

When seeking initial reimbursement of indirect costs using the provisional/final rate methodology, a provisional proposal must be submitted within 90 days of receiving a Federal award (financial assistance, grants, cooperative agreements, and cost reimbursable contracts) that requires accounting for actual costs incurred. The non-Federal entity or contractor must submit an indirect cost rate proposal within six (6) months after the end of their fiscal year to establish a final rate.

Once a final rate is negotiated, billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the non-Federal entity or contractor may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the non-Federal entity or contractor will be required to reimburse the funding agency for the excess billings.

Non-Federal entities or contractors receiving a Federal cost reimbursable contract(s) - Must adhere with FAR 52.216-7(d)(2)(v), to settle final indirect cost rates typically on an annual basis:

“The contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.”

In addition, the contractor shall provide to the Contracting Officer the noted cumulative costs schedule within 60 days of the execution of this agreement.

If the non-Federal entity or contractor has completed performance under any of the contracts covered by this Agreement, a final invoice or voucher must be submitted no later than 120 days from the date on which this Agreement is executed, following guidance from FAR 52.216-7(d)(5) and FAR 52.216-7(h).

Non-Federal entities receiving Federal awards (financial assistance, grants, and cooperative agreements) – Note that even if Federal awards are administratively closed prior to the settlement of final indirect cost rates, non-Federal entities still must comply with the following 2 CFR Part 200 clauses stating, in part:

§200.345 Post-closeout adjustments and continuing responsibilities

(a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
- (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, final indirect cost rate adjustments (unless the Federal award is closed in accordance with § 200.344(h)), or other transactions.

§200.346 Collection of amounts due

Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. The Federal agency must collect all debts arising out of its Federal awards in accordance with the Standards for the Administrative Collection of Claims (31 CFR part 901).

2. By signing this agreement, the organization acknowledges the accuracy of its contents (e.g. fiscal periods, rates, allocation base, enclosed Statement of Allocated Costs by Grant ID for cost allocation plans, etc.).
3. Fringe benefits include the following: FICA, Health and Dental Insurance, retirement, worker's compensation, and unemployment insurance.
4. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition. The capitalization threshold for equipment is \$5,000.
5. The indirect salaries approved as part of the Rate/CAP in Section I comply with the applicable ETA TEGL 10-24 and/or Job Corps salary and bonus restrictions.
6. To comply with 2 CFR 200, Appendix IV, B.2.e., associated with non-profit organizations, see breakout below for the indirect Facilities and Administrative (F&A) cost rate for FYE 6/30/2023 and FYE 6/30/2024:

	<u>FY 2023</u>	<u>FY 2024</u>
Facilities:	1.26%	1.05%
Administration:	25.31%	22.70%
Total	26.57%	23.75%

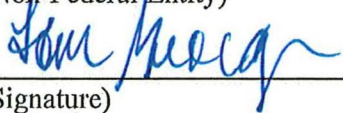
*** INTENTIONALLY LEFT BLANK ***

ACCEPTANCE

BY THE NON-FEDERAL ENTITY

Volunteers of America Mid-States
570 South Fourth St., Suite 100
Louisville, KY 40202

(Non-Federal Entity)



(Signature)

Tom George

(Name)

CFO

(Title)

4/15/25

(Date)

BY THE COGNIZANT AGENCY FOR
INDIRECT COSTS, ON BEHALF OF THE
U.S. FEDERAL GOVERNMENT

U.S. Department of Labor
Cost & Price Determination Division
Office of Strategy and Administration
Office of Senior Procurement Executive
Washington, DC 20210

(U.S. Federal Government Agency)

Ryan Symons Digitally signed by Ryan Symons
Date: 2025.04.11 12:47:20 -04'00'

(Signature)

for
Victor M. López

(Name)

Chief, Cost & Price Determination Division

(Title)

4/1/2025

(Date)

Negotiated By: Ryan Symons
Office Phone: (215) 446-3741
Email: symons.ryan.a@dol.gov

(Proposal #: 00002695)

Recommendation for Approval of Memorandum of Agreement with Volunteers of America Midstates for Volunteers of America Restorative Justice

Recommended Motion

Superintendent Brian Yearwood recommends the Board of Education approve the attached Memorandum of Agreement with Volunteers of America Midstates and authorize the superintendent to sign the same.

Rationale

This MOA with VOA RJ, funded by JCPS Title IV Safe and Healthy Schools funds, will provide VOA RJ services in JCPS schools to JCPS families. This MOA will continue to allow the district to collaborate with a community partner to provide targeted social services with rolling case management to support families and students. Through this MOA, JCPS will be able to serve families at JCPS schools by allowing VOA RJ to accept referrals of identified students with extreme behavioral and environmental challenges to implement restorative justice practices to address contributing factors and impact of the student's behavior while engaging the family and school personnel to develop a partnership and provide case management to coordinate services and support to promote future success. VOA RJ also contracts with certified interpreters specially trained for case management oral interpretation to help support families and ensure culturally and linguistically responsive coordinated care. This is a separate MOA than the one approved in July 2025 for the Project Prevent federal grant work.

This work supports Vision 2020 strategy Strategy 1.1.7- Eliminate achievement, learning, and opportunity gaps.

Submitted by: Dr. Katy DeFerrari

Attachment