

OK AS TO FORM
AMH 6-10-2020

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 ("HHLA"), 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 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 educational services 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 HHLA.

THEREFORE, the parties mutually agree as follows:

Jefferson County Public Schools agrees to:

1. 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 HHLA in the Deaf/Hard of Hearing Special Pre-K class.

2. Provide transportation services aligned with the JCPS Early Childhood daily schedule and calendar on student days, at no cost to both the parent and HHLA, 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 HHLA.
3. Notify JCPS families attending HHLA regarding the updated JCPS Early Childhood calendar and student schedule.
4. Conduct home visits (in person or virtually) for all JCPS students attending HHLA.
5. Provide Forty Thousand Dollars (\$40,000) in base classroom funding within thirty (30) calendar days after the approval of this agreement by the Jefferson County Board of Education. The base funding is intended to reserve and support four (4) JCPS Deaf/Hard of Hearing Special Pre-K seats at HHLA for the 2026-2027 school year and shall not be subject to downward adjustment after staffing commitments have been made.
6. JCPS shall pay Ten Thousand Dollars (\$10,000) for each additional JCPS Deaf/Hard of Hearing Special Pre-K student placed at HHLA beyond the four (4) reserved seats. Payment for each such student shall be within thirty (30) calendar days of the student's ARC meeting designating HHLA as the student's placement.
7. Provide an ARC Chairperson to schedule and conduct the ARC Meetings. The ARC Chairperson will collaborate with the HHLA teacher to enter documents into the state student information system.
8. Shall invite a HHLA representative to attend eligibility and subsequent ARC meetings for JCPS students attending HHLA.

9. Collaborate with HHLA staff to complete all state required preschool assessments/screenings. JCPS will provide the training and materials required for assessments/screenings as outlined in the attached Addendum.
10. Conduct and complete all evaluations required by the Individuals with Disabilities Education Act (IDEA).
11. Provide training for HHLA staff regarding Medication Administration.

Heuser Hearing and Language Academy agrees to:

1. Use personnel meeting the state and Board mandated requirements for serving JCPS-assigned students, including, but not limited, to the following:
 - a. A teacher(s) providing services to JCPS students must meet the requirements specified in 704 KAR 3:410. Should staff turnover, reassignment, or other changes be predicted to result in this requirement not being met, HHLA must notify the JCPS Executive Officer of Exceptional Child Education within 24 hours of knowledge of this prediction to enable JCPS and HHLA to avoid interruption of required preschool educational services to JCPS-assigned students.
 - b. HHLA teacher(s) providing services to JCPS students must meet the KDE requirements for Hearing Impaired Certification and/or enrollment in a course for Hearing Impaired certification. The HHLA teacher(s) must also meet one of the following KERA Preschool Level I requirements:
 - i. The new Interdisciplinary Early Childhood Education (IECE) certificate or statement of eligibility for an IECE internship in accordance with 16 KAR 2:040.
 - ii. Hold a probationary IECE certificate in accordance with 16 KAR 2:140. Minimum requirements for the Probationary IECE certificate include a related degree or certificate (K, Sp. Ed, EC) and enrollment in an IECE preparation program.

- iii. All certifications must align with Kentucky statutory requirements requiring appropriately certified teachers for the assigned instructional setting pursuant to KRS 161.020 and KRS 161.030.
 - c. One of the two above referenced teacher(s) is responsible for attending Admissions/Release Committee (ARC) meetings, providing progress reports, data, and graphs with assistance from JCPS, organizing the classroom, providing a developmentally appropriate curriculum, and supervising and assigning activities of teaching associates and other non-certified staff in the preschool class.
 - d. One of the two above- referenced teacher(s) will prepare for the ARC meetings by providing a draft IEP to committee members in collaboration with the JCPS ARC Chairperson (constructed according to the KDE IEP Guidance Document).
 - e. One of the two above-referenced teacher(s) will participate in ARC meetings by providing the evaluator with progress data analyzed in a narrative and visual format (e.g., line graph, bar graph) for each annual goal related to hearing impairment, presenting progress reports and a draft IEP. One of the two above-referenced teacher(s) will also prepare for re-evaluations by providing the evaluator with analyzed progress data in a narrative and visual format.
- 2. Provide other services needed for medical, health, or reasons to be mutually agreed to by JCPS and HHLA.
- 3. HHLA staff will collaborate with JCPS Preschool representative(s) related to state preschool mandatory assessments/screenings as outlined in the attached Addendum.
- 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. Reserve four (4) seats for JCPS students. Any additional JCPS Deaf/Hard of Hearing Special Pre-K students beyond the four (4) reserved seats may be placed at HHLA only if space and staffing are available at the time of placement, unless otherwise mutually agreed in writing.
7. HHLA shall have no obligation to reserve seats beyond four (4), to add staffing, or to expand classroom capacity absent a separate written agreement. If HHLA does not have available space or staffing for additional students, JCPS shall remain responsible for identifying and providing an appropriate placement.
8. Understanding that a child's needs and behaviors can change, HHLA reserves the right to request an emergency ARC meeting to address the safety of the child or staff in cooperation with JCPS. JCPS shall acknowledge the request within forty-eight (48) hours, and JCPS shall schedule an ARC as quickly as possible given the 7 days' notice requirement and parents' availability. Before the ARC, HHLA will contact JCPS to arrange a meeting to discuss the issue. If the ARC determines that HHLA can no longer provide a safe placement, the ARC will place the student in a JCPS school.
9. 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.
10. 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 identify, gender expression, veteran status, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
11. Provide JCPS with the number of students counted towards the December 1 count.

12. Require the following, under KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:

- a. A state criminal record check,
- b. A state and national criminal (fingerprint) history background check AND
- c. A letter from the Cabinet for Health and Family Services that confirms there are no records of substantiated child abuse or neglect.

13. No contractor, employee, intern, or volunteer shall be utilized to supervise students or deemed to have the authority to supervise students unless the individual has undergone the required records check.

- a. Prohibit contractors, employees, interns, and volunteers under this agreement from performing services under this agreement if the contractor, employee, intern, or volunteer has been convicted of the following:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses except as provided in number 5 below
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years.
 - vi. Any conviction for violent, abusive, threatening, or harassment-related offenses OR
 - vii. Other convictions determined by the Superintendent/designee bear a reasonable relationship to the applicant's ability to serve as a volunteer.

14. Contractors, employees, interns and volunteers under this Agreement shall immediately notify the HHLA 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 HHLA shall notify the JCPS Executive Officer.

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

- 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 HHLA 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.
- c. Require all HHLA employees, contractors, volunteers, and agents to comply with all applicable provisions of FERPA with respect to any such data. HHLA shall require and maintain confidentiality agreements with each employee, contractor, volunteer, or agent with access to data under this agreement.
- d. 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. HHLA 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.
- 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 HHLA 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.

- f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date HHLA no longer needs it for this Agreement. HHLA will require all employees, contractors, volunteers, or agents to comply with this provision.
- g. JCPS retains the right to audit HHLA compliance with the confidentiality requirements of this provision.

Period of Performance: Performance under this Agreement shall begin July 1, 2026, and shall not extend beyond the estimated completion date of June 30, 2027 (“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 HHLA wishes to extend the term for additional periods, HHLA 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, 2026.

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

Attachment A

JCPS/Heuser Hearing and Language Institute Collaboration Plan
For Preschool Assessments and Screeners for JCPS Students with Hearing
Impairments Served at Heuser

JCPS and the Heuser Hearing and Language Institute agree to coordinate services to children with disabilities. JCPS will conduct assessments and evaluations required by IDEA of JCPS DHH students attending Heuser. Below are those assessments and screeners related to preschool education.

| <u>Required Assessments/Screeners</u> | <u>HHLA</u> | JCPS |
|--|--|---|
| <p align="center">Brigance Child Outcome Summary (COS) Developmental Writing Assessment Embark SRSS</p> | <ul style="list-style-type: none"> • Administer Brigance, Developmental Writing Assessment, Embark, and SRSS • Provide feedback for COS entries. | <ul style="list-style-type: none"> • Training & Collaboration • Provide assessment protocols/tools. • Input COS into Infinite Campus |

| | | |
|--------------------------|--|---|
| <p>Transition</p> | <p>HHLA will assist HHLA children with disabilities and their families in transitioning to the primary program.</p> <ul style="list-style-type: none"> • HHLA will ensure that parents are informed about the Kindergarten transition from preschool, beginning at age 4. • HHLA will collaborate with JCPS throughout the kindergarten transition process. | <p>JCPS will assist HHLA students with disabilities and their families in transitioning to the primary program</p> <ul style="list-style-type: none"> • JCPS will assist in the collaboration of the Kindergarten transition ARC meetings. • JCPS will provide HHLA with resource information regarding kindergarten transition initiatives. |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2025

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 | | CONTACT NAME: Robert S English | |
| English Insurance Group | | PHONE (A/C, No, Ext): (502) 977-6657 | FAX (A/C, No): |
| 4360 Brownsboro Rd | | E-MAIL ADDRESS: angelia@englishgrp.com robert@englishgrp.com | |
| Suite 104 | | INSURER(S) AFFORDING COVERAGE | |
| Louisville KY 40207 | | INSURER A: SECURA Insurance Company | NAIC # 22543 |
| INSURED | | INSURER B: National Fire & Marine Insurance Company 20079 | |
| Heuser Hearing & Language Academy Inc | | INSURER C: Hiscox Insurance Company Inc 10200 | |
| 111 E. Kentucky Street | | INSURER D: | |
| Louisville KY 40203 | | INSURER E: | |
| | | INSURER F: | |

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

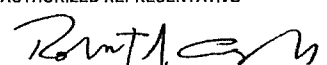
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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: | | | 3344820 | 06/01/2025 | 06/01/2026 | 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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | | | 3344821 | 06/01/2025 | 06/01/2026 | 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 RETENTION \$ | | | 3344823 | 06/01/2025 | 06/01/2026 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Follow-Form \$ PER STATUTE OTH-ER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability | | | HN073557 | 06/01/2025 | 06/01/2026 | 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 6/1/2025 - 6/1/2026

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  |