

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
FHGR, Inc. dba First Hour Grief Recovery

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 the FHGR, Inc. dba First Hour Grief Recovery a Kentucky nonprofit, located at 409 Marquette Drive, Louisville, Kentucky 40222.

WHEREAS First Hour Grief Recovery exists for students to receive grief support through mentoring. The program is called HopeWave. JCPS schools may choose to implement the First Hour Grief Recovery.

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

1. Duties of JCPS:

- a. With Principal approval, schools may implement the First Hour Grief Recovery.
- b. Provide time for First Hour Grief Recovery mentors to work with students for 10 weeks, with the school to determine the most appropriate time commitment.
- c. Allow First Hour Grief Recovery mentors to lead 55-minute sessions with students, with the school to determine the most suitable timeframe for sessions.
- d. No data will be shared by JCPS pursuant to this Agreement

2. Duties of First Hour Grief Recovery:

- a. Provide trained mentors to implement the First Hour Grief Recovery curriculum.
 - i. Work with participating schools to determine the most appropriate time commitment for implementing the First Hour Grief Recovery curriculum.
 - ii. Any one-on-one mentoring activities will require the written consent of the student's guardian.
 - iii. Submit a draft of any social media or public relations about this project to JCPS Communications for review and approval before publication.

- 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 First Hour Grief Recovery 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”), First Hour Grief Recovery and JCPS must manage the data transfer in accordance with FERPA requirements, and First Hour Grief Recovery agrees to the following conditions:
 - i. If First Hour Grief Recovery 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 First Hour Grief Recovery. before the JCPS IRB-approved informed consent process has been executed. In this case, First Hour Grief Recovery does not function as an exception under FERPA. Hour Grief Recovery. 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. First Hour Grief Recovery must deliver copies of the signed authorization to JCPS upon request.
 - ii. If First Hour Grief Recovery has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then First Hour Grief Recovery 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 First Hour Grief Recovery. 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 First Hour Grief Recovery to comply with all applicable provisions of FERPA with respect to any such data. First Hour Grief Recovery 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. First Hour Grief Recovery 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 First Hour Grief Recovery 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. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- e. Acknowledges that JCPS retains the right to audit First Hour Grief Recovery's compliance with this agreement.
- f. First Hour Grief Recovery 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.
- g. 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.
- h. 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.
- i. Require all First Hour Grief Recovery 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.
- j. First Hour Grief Recovery 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.
 - k. First Hour Grief Recovery staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation. FHGR will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with FHGR in the grief support through mentoring program, provided under this Agreement shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious proselytizing or praying during the provision of services; and shall not incorporate any religious symbols or references of any type in any resources or materials provided to the students as part of the services.
 - l. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to First Hour Grief Recovery. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to First Hour Grief Recovery.

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 First Hour Grief Recovery 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 August 12, 2026 and shall terminate on June 30, 2027. The Agreement may be extended by mutual written agreement of JCPS and First Hour Grief Recovery.
- 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, First Hour Grief Recovery 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 paragraph 2.j above. In the event of an immediate termination, First Hour Grief Recovery 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 First Hour Grief Recovery.
- 7. **Independent Parties:** JCPS and First Hour Grief Recovery 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 First Hour Grief Recovery concerning the First Hour Grief Recovery. 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.

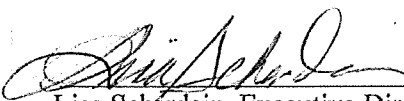
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

Jefferson County Public Schools:

First Hour Grief Recovery:

Dr. H. Brian Yearwood, Superintendent



Lisa Schardein, Executive Director

Date: _____

Date: 7/28/2026



FHGRINC-01

CROSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2026

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 AssuredPartners NL 435 North Whittington Parkway, Suite 300 Louisville, KY 40222	CONTACT NAME: Tina Singleton		
	PHONE (A/C, No, Ext): (502) 259-9283 1283	FAX (A/C, No): (502) 259-9283	
	E-MAIL ADDRESS: tina.singleton@assuredpartners.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
INSURED FHGR, Inc. dba First Hour Grief Recovery 10331 Linn Station Road Louisville, KY 40223	INSURER B :		
	INSURER C :		
	INSURER D :		
	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	COMMERCIAL GENERAL LIABILITY			6024774653	4/2/2026	4/2/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson County Board of Education is additional insured as respects General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept
3332 Newburg Road
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

AssuredPartners NL, LLC

Recommendation for Approval of the Memorandum of Agreement with First Hour Grief Recovery

Recommended Motion

Superintendent Dr. Brian Yearwood recommends that the Board of Education accept the Memorandum of Agreement with First Hour Grief Recovery.

Rationale

Directly connected to the District's Strategic Plan: Goal One-Deeper Learning

The project directly supports Vision 2020 Deeper Learning 3.2.1. and 3.3.1, which states that each student will have access to responsive services using best practices to strengthen relationships with families, stakeholders, and the community.

Outcome: Students will participate in grief support through mentoring. First Hour Grief Recovery mentors will support students through social, emotional, and academic needs.

Sustainability: The agreement will be for a term until the end of this year with the renewal at the sole option of JCPS.

Submitted by: Dr. Alicia Averette

Attachment