

MEMORANDUM OF AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND THE
JEWISH FAMILY SERVICE AGENCY FOR THE FOSTER GRANDPARENT PROGRAM

Strategic Imperative(s): Engagement (SI-2); School Support (SI-3)

Focus Area(s): Academic Growth (FA-2); Achievement Gaps (FA-3)

Jewish Family Service Agency Foster Grandparent Program desires to renew their Memorandum of Agreement (Agreement) with the Clark County School District (CCSD) to offer services by providing senior volunteers in eighteen (24 schools to increase literacy scores for children who are performing below grade level in reading), at no cost to the District or any Program Participants.

This Agreement will be for the period of August 15, 2023 through June 30, 2028, with the inclusion for termination by either of the parties by written notice.

Under this Agreement, Jewish Family Service Agency Foster Grandparent Program will do the following:

- Recruit, interview, select, enroll volunteers in the Foster Grandparent Program (FGP) and ensure that each volunteer meets the criteria in accordance with the Foster Grandparent Program Federal Regulations for enrollment in the program.
- Initiate and pay for the fingerprint-based background check conducted by CCSD, pursuant to state law and CCSD Policies. Background checks shall be conducted pursuant to Senate Bill 287 (found at NRS 391.104).
- Provide, as available, stipend reimbursement for eligible volunteer hours provided by foster grandparents and mileage reimbursement for travel to and from volunteer assignment.
- Provide volunteers 24 hours of in-service training each year for each FGP volunteer that is actively serving.
- Be responsible for the management and fiscal control of the program.
- Obtain a signed agreement by each foster grandparent regarding acknowledgement and understanding of the Family Educational Rights and Privacy Act (FERPA) policies and procedures.
- Provide evidence of insurance to CCSD as indicated in section III. Indemnification and Insurance.

Under this Agreement, CCSD will do the following:

- Designate specific schools to participate in the FGP, which will be mutually agreed upon by both parties.
- Designate a volunteer school liaison to interface with the program, to coordinate and supervise the foster grandparent volunteer activities, and provide confidentiality training for all foster grandparents in accordance with CCSD policies and procedures.

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- Assist in developing a written assignment plan for each student and foster grandparent, identify students to be served, establish role and activities for each foster grandparent, establish expected outcomes of each child including the period of time each child will receive services, provide space for volunteers and their activities, and provide daily meals for each foster grandparent.
- Report all testing results to the FGP to satisfy grant requirements.

The Memorandum of Agreement has been reviewed by the CCSD Office of General Counsel and approved to as to form.

Discussion and possible action on approval to renew Memorandum of Agreement between the Clark County School District and the Jewish Family Service Agency Foster Grandparent Program to provide foster grandparents services to assist in raising literacy scores for elementary school students, at no cost to the District or any program participants from August 15, 2023, through June 30, 2028, and for the Superintendent of Schools, Clark County School District, and the President and Clerk, Clark County School District Board of Trustees, to sign the Memorandum of Agreement, is recommended.

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This Memorandum of Agreement (Agreement) is entered into by and between the Clark County School District (District), a political subdivision of the State of Nevada, and the Jewish Family Service Agency of Las Vegas (JFSA), a Nevada non-profit corporation, and contains the provisions which will guide the working relationship between both parties related to the Foster Grandparent Program. Both JFSA and District may be referred to herein as "Party," individually, or "Parties," collectively.

This Agreement is effective from August 15, 2023, through June 30, 2028. This Agreement may be amended in writing at any time with the agreement of both Parties, and must be renegotiated at least every five years. Any modification or waiver of any of the terms of this Agreement must be in writing, entitled "Amendment," reference this Agreement, and be signed by both Parties.

I. Duties and Responsibilities of the Parties

A. Jewish Family Service Agency Responsibilities

1. Recruit, interview, select, and enroll volunteers in the Foster Grandparent Program (FGP or Program) and ensure that each volunteer meets the criteria for enrollment in the Program, in accordance with the FGP Federal Regulations (45 CFR Part 2552) (FGP Regulations).
2. Provide FGP volunteers with FGP Volunteer Handbook which outlines the policies, procedures and forms of the Program, and conduct pre-service orientation to the Program.
3. Instruct FGP volunteers in proper use of volunteer timesheets, reimbursement guidance, and the FGP Policies and Procedures.
4. Provide 24 hours of in-service training each year for each FGP volunteer that is actively serving.
5. Initiate and pay for the fingerprint-based background check conducted by the District, pursuant to state law and District Policies. Background checks shall be conducted pursuant to NRS 391.104.
6. Ensure new FGP volunteers receive training on identifying and reporting Child Abuse and Neglect, and obtain a signed acknowledgement by each FGP volunteer regarding their legal duty to report child abuse or neglect, sexual conduct, luring, and corporal punishment.
7. Obtain a signed agreement by each FGP volunteer regarding acknowledgement and understanding of the Family Educational Rights and Privacy Act (FERPA) policies and procedures. 20 U.S.C. § 1232g; 34 CFR Part 99.
8. Furnish supplemental accident and liability insurance for enrolled volunteers as required by FGP Regulations.
9. Be responsible for the management and fiscal control of the Program, to include providing reimbursement for transportation costs between their home and volunteer station, meals consumed during service time when the meals are not provided by the Volunteer Station, and payment of a stipend for hours served for eligible volunteers, as funds are available.

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10. Provide orientation to Volunteer Station staff, as needed.
11. Introduce FGP volunteers to the Volunteer Station, Station Liaison, and assist in orienting the FGP volunteer to the Station; and permit the Volunteer Station to screen the referred FGP volunteer pursuant to established criteria. Schools may be referred to as "Stations" in this Agreement.
12. Ensure that all FGP volunteers and JFSA staff who visit a school site or any District property follow all school-level rules and procedures, including, without limitation, rules and procedures pertaining to visitors.
13. Arrange for disciplinary and appeals procedures to resolve problems arising between FGP volunteers, the Volunteer Station, and/or the Program, as described in the FGP Volunteer Handbook.
14. Immediately remove a FGP volunteer from District property and/or the Program upon receipt of written notification from District to the FGP Project Director that District is discontinuing the relationship between such FGP volunteer and District.
15. Staff an Advisory Council for the Program to regularly review policies, procedures and outcomes of the Program.
16. Arrange for appropriate recognition of the FGP volunteer's service and accomplishments.

B. Clark County School District / Volunteer School (Station or Site) Responsibilities

1. Designate specific sites for the Program, which shall be selected by mutual agreement of the Parties. The List of School Volunteer Stations of this Agreement are identified in Attachment A.
2. Designate a designee (the Volunteer Station Liaison) to serve as liaison with the Program and to coordinate the placement of FGP volunteers.
3. Designate space for use by FGP volunteers in their activities with their assigned children, and for other Program-related activities.
4. Furnish FGP volunteer with materials required for assignment. These materials may include station uniform or Photo ID, and provide site-specific orientation and training to FGP volunteers.
5. Provide confidentiality training for all FGP volunteers in accordance with District policies, regulations and procedures (which must include training in FERPA and student confidentiality); require FGP volunteers to execute written acknowledgment that they participated in such training and that they agree to comply with such policies, regulations, and procedures; and provide such executed acknowledgments to the FGP Project Director.
6. Assign students enrolled in grades K-12 who are economically disadvantaged or who have special or exceptional needs to each FGP volunteer.
7. For each Foster Grandparent and each child served, develop an Assignment Plan, which will

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identify the child(ren) to be served, the goal of the FGP volunteer/child relationship, the role and activities of the Foster Grandparent, and address the period of time that each child should receive such services. This Assignment Plan must be reviewed by the JFSA FGP Project Director, and shall be signed by the Volunteer Station Liaison and the Foster Grandparent, and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.

8. Conduct periodic assessment and testing of child(ren)'s progress on the goals identified in the Assignment Plan and any outcomes for each child, and report all testing to JFSA to satisfy grant requirements and assess the effectiveness of the Program. (NOTE: District/Foster Grandparents cannot disseminate student educational data without either parent/guardian consent or a valid exception to FERPA.) Report Pre- and Post-Intervention Test Scores of Assigned Children to FGP Project Director not later than August 1st of each year. The signed parent/guardian consent form will include permission to share the student's name, school identification number, and academic progress (test scores) to the FGP Project Director. See Schedule of Data attached for exact data to be released to JFSA.
9. Progress Reports/Volunteer Performance Evaluations: Stations are requested to complete a short bi-annual survey provided by the Program, documenting the impacts of services provided. For each assigned volunteer, stations are required to conduct an annual performance evaluation, in conjunction with the FGP Project Director.
10. Supervise, coordinate and oversee FGP volunteers at all times while they are performing their service, and not leave the FGP volunteer alone with children at any time. Confirm volunteer hours by signing a Program TimeSheet for submission to FGP Project Director before the 3rd of the following month (insurance coverage is only in effect with verified records of hours served).
11. Periodically review each child's continuing need for a FGP volunteer and recommend phase-out or reassignment of the FGP volunteer, as necessary.
12. Contribute to FGP Program in-service training by providing a speaker to teach FGP volunteers about an array of different topics or provide training materials or some other form of assistance that would be of interest to the FGP volunteers.
13. Assure adequate health and safety provisions for FGP volunteers.
14. Investigate incidents, accidents and injuries involving FGP volunteers, complete an Incident Report on the form provided in the Station Liaison book, and notify the FGP Project Director in writing on a timely basis.
15. Exclude FGP volunteers as supervising adults when calculating state-mandated adult-to-child ratios.
16. Specify, either by written information or verbally, that FGP volunteers are participants in the Station's programming in publicity featuring such volunteers.
17. District has the sole discretion to discontinue the relationship between any FGP volunteer and District, effective immediately upon notice to the FGP Project Director.

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C. Joint Responsibilities of the District and JFSA

1. Maintain the programs and activities to which FGP volunteers are assigned accessible to persons with disabilities and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to perform the essential functions of their service.
2. Not discriminate against FGP volunteers on the basis of race, color, or national origin including individuals with limited English proficiency, gender, sexual orientation, gender identity or expression, religion, age, disability, political affiliation, marital or parental status, or military service.
3. Participate in formally recognizing the FGP volunteers for their service by such activities as providing certificates, trophies or any form of appreciation deemed appropriate.
4. Work together to assign two to six FGP volunteers for at least 15 hours of service each week, never to exceed 40 hours of service each week, to serve six or more children in assigned classrooms.
5. Work together in developing appropriate activities for FGP volunteers to carry out with their assigned children.
6. Provide all reasonable educational equipment and make reasonable effort to ensure the success of the Program and any District programs to which Foster Grandparents are assigned.

II. Privacy and Protection of Student Information

A. Protection of Pupil Rights Amendment

In the event that the District requires students to submit to a survey, analysis, or evaluation with JFSA, JFSA shall protect student information under the Protection of Pupil Rights Amendment (PPRA). 20 U.S.C. § 1232h; 34 C.F.R. Part 98; NRS 392.029; NRS 388.272.

1. PPRA applies to certain surveys, analysis, or evaluations that ask students to respond in any manner that reveals information concerning: (1) political affiliations or beliefs of the student or the student's family; (2) mental or psychological problems of the student or the student's family; (3) sex behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of other individuals with whom respondents have close family relationships; (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers; (7) religious practices, affiliations, or beliefs of the student or student's parent; or (8) income. 20 U.S.C. § 1232h.
2. PPRA requires parent consent before students are required to submit to a survey, analysis, or evaluation that concerns one of eight (8) protected areas if it is funded in whole or in part by a program of the U.S. Department of Education. If not funded by the U.S. Department of Education, PPRA allows for student participation in certain surveys, analysis, or evaluations that concern one of eight (8) protected areas if parents are provided notice of the survey and are given an opportunity to opt the student out of participation in the survey. 20 U.S.C. § 1232h(c)(2); 34 C.F.R. Part 98. The District and JFSA agree to comply with the provisions of the PPRA. JFSA agrees to provide notice if PPRA related student surveys, analysis, or

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evaluations will be conducted. Under this Agreement, if required in order to comply with the PPR, the District will either obtain parent consent or provide parents with notice and an opportunity to opt out of the JFSA's platform.

B. Family Education Rights and Privacy Act

To obtain access to the data as identified in the attached Schedule of Data, the following terms must be followed.

1. JFSA agrees to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Education Rights and Privacy Act (FERPA). 20 U.S.C. § 1232g; 34 C.F.R. Part 99; NRS 392.029; NRS 388.272. JFSA shall enter into contracts that require the third-party contractor/vendor receiving personally identifiable information also protects the data in accordance with FERPA.
 - a. Personally identifiable information (PII) has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.
 - b. Education record has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.
 - c. School official has the same meaning as defined under FERPA at 34 C.F.R. § 99.31(a) (1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.
 - d. De-identified data, as used in this Agreement, means data from which all personally identifiable information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty. 34 C.F.R. § 99.31(b)(1); 34 C.F.R. § 99.3.
2. FERPA allows for the disclosure of education records and personally identifiable student information with parent/guardian consent. 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.30; NRS 392.029(3). The school must obtain a signed parent/guardian consent and release form from the parent or legal guardian in order for the student to: (1) participate in the JFSA programs and services; and (2) share student data with JFSA. A parent/guardian consent and release form will be utilized.
3. The Schedule of Data, sets forth the only personally identifiable student information that may be released to JFSA for students who are participating in the JFSA Platform, programs, and services under this Agreement.
4. The District will internally identify which students have a signed parent/guardian consent and release form (e.g., flagging the students in Infinite Campus) so that the District only provides authorized data to JFSA.
5. As a condition precedent to receiving District data, JFSA warrants and agrees that JFSA will limit the use of, or access to District data to the limited scope of information actually needed to complete JFSA's duties and/or services under the existing Agreement. The District has determined that JFSA has a legitimate educational interest in receiving only the data specifically marked and identified in the Schedule of Data.

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6. JFSA will not collect, use, or disclose student personally identifiable information except as permitted by this Agreement, the signed parent consent forms, or as required by law without approval of the District. 20 U.S.C. § 1232g; NRS 392.029; NRS 388.272.
7. JFSA shall not use any of the personally identifiable information from education records of students provided under this Agreement in violation of any applicable federal or state law, rule, regulation, or District School Board policy.
8. JFSA will conduct the services and/or share the information obtained pursuant to this Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives or contractors of JFSA with legitimate interests. If JFSA will rely on subcontractors (or third-party vendors/contractors) to perform services under this Agreement, JFSA shall be responsible for the subcontractors (or third-party vendors/contractors).
9. JFSA is subject to the same conditions on the use and redisclosure of personally identifiable information from education records that govern the District, including, without limitation, 20 U.S.C. § 1232g; 34 C.F.R. § 99.31(a)(1); 34 C.F.R. § 99.33(a) and (b); NRS 388.272; CCSD Regulation 5125.1 https://ccsd.net/district/policies-regulations/pdf/5125.1_R.pdf.
10. JFSA will not (i) use student personally identifiable information for advertising purposes; (ii) use student personally identifiable information to amass a profile about a student except in furtherance of the services provided under this Agreement; or (iii) sell student personally identifiable information.
11. Any education records, data, or content held by JFSA under this Agreement will be made available to the District upon request by the District.
12. JFSA agrees that all copies of data of any type, including any modifications or additions, are subject to the provisions of the Agreement in the same manner as the original information.
13. JFSA agrees to perform the following Data Destruction and Return requirements upon the Agreement's termination/expiration.
 - a. Destruction of Data Defined. For the purpose of this Agreement "Destroy" means to remove District confidential information from JFSA's systems, paper files, records, databases, and any other media regardless of format, in accordance with the National Institute of Standards and Technology (NIST) SP 800-88, Revision 1, Guidelines for Media Sanitization to ensure the District's data is rendered permanently irretrievable.
 - b. Destruction or Return of District data. With the exception of aggregate and de-identified data, JFSA shall ensure that all District data, PII and Agreement data that was collected, within its control generated, or inferred pursuant to this Agreement, is returned or Destroyed, within 60 calendar days after the Agreement's termination/expiration. Thereafter, within 14 calendar days JFSA shall certify that the District's data has been destroyed by submitting the Certificate of Data Destruction attached hereto to the District Representative(s) named therein.
 - c. If the District requests destruction of the data prior to the termination of the Agreement, JFSA shall Destroy all District data that is in its possession and cause its Subcontractors to

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Destroy all District data in their possession within ninety 14 calendar days of the request by an authorized District representative. Thereafter, within 7 calendar days, JFSA shall certify that such data has been destroyed by submitting the Certificate of Data Destruction attached hereto to the District Representative(s) named therein.

- d. If the District requests return of the data, JFSA shall return all District data to the specified District Representative, using the means, methods, and format specified by District, within 14 calendar days. Upon successful transfer and receipt of District data, as confirmed in writing by the District's Designated Representative, JFSA shall Destroy such data within 14 calendar days. Thereafter, within 7 calendar days, JFSA shall certify in writing to the District that such District data has been destroyed by submitting the Certificate of Data Destruction attached hereto.
 - e. The Data Destruction and Return requirements specified herein shall be performed at no additional cost to the District.
14. Notwithstanding the foregoing, and consistent with FERPA, JFSA or their third-party vendor/contractor may use and disclose both aggregate and de-identified data; provided, however, that JFSA and their third-party vendor/contractor agrees not to attempt to re-identify the data and not to disclose such data to any third party unless that third party agrees not to attempt to re-identify the data. 34 C.F.R. § 99.3; and 34 C.F.R. § 99.31(b)(1).
 15. District has the right to conduct audits or other monitoring activities of JFSA's procedures and systems, subject to JFSA's agreement for frequency and schedule, not to be unreasonably withheld.
 16. JFSA acknowledges that it provides training for its employees about FERPA and how to protect education records, and that it has appropriate disciplinary policies for employees that violate FERPA.
 17. Each Party is independently required to comply with the requirements of FERPA. Each Party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of, or resulting from, or in any manner attributable to, the actions of the other Party.
 18. JFSA shall respond in a reasonably timely manner to the District's request for student data in a student's records held by JFSA to view or correct as necessary under FERPA. In the event that a parent of a student or other individual contacts JFSA to review any of the student data accessed pursuant to the services provided by JFSA, JFSA shall refer the parent or individual to the District, who will follow their procedures regarding the requested information.
 19. Data Security. JFSA shall comply with the data security requirements set forth herein and will also require and direct that the third-party contractor/vendor also complies with the data security requirements. JFSA represents and warrants it has a sound data security plan and data stewardship program. Specifically, JFSA will implement and maintain reasonable administrative, physical and technical safeguards for the purpose of preventing any collection, use or disclosure of, or access to the data shared under this Agreement, except as may be specifically authorized by the District herein, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard the student data. Such information security program includes: (a) physical security of all premises in which the

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data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by JFSA to perform any part of the services hereunder.

20. Upon the discovery by JFSA of a breach of security, defined as unauthorized access, that results in the unauthorized release, disclosure, or acquisition of the District's student data, or the suspicion that such a breach may have occurred, JFSA shall provide Notice to the District as soon as possible, but not more than 48 hours after such discovery. The Notice shall be delivered to the District by electronic mail to its Chief Information Officer at ChiefTechnologyOfficer@nv.ccsd.net and shall include the following information, to the extent known at the time of notification:

- a. Date and time of the breach;
- b. Names of student(s) whose student data was released, disclosed or acquired;
- c. The nature and extent of the breach; and
- d. JFSA's proposed plan to investigate and remediate the breach.

JFSA shall request and continue the notification process until it receives acknowledgment of receipt of the Notice from one of the named Parties, or one of their successors.

21. Upon discovery by JFSA of a breach, JFSA shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than 30 days after discovery of the breach, shall provide the District with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

22. JFSA's obligations under the provisions in support of privacy and protection of student information shall survive six (6) years after termination.

23. The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the District, and JFSA only has a limited, nonexclusive license solely as outlined in this Agreement. This Agreement does not give JFSA any rights, implied or otherwise, to education records, data, content, or intellectual property, except as expressly stated in this Agreement. This includes a prohibition on the right of JFSA to sell or trade the education records, data, content, or intellectual property.

24. If JFSA is required by subpoena or other court order to disclose any data, JFSA will provide immediate notice of the request to the District and will use reasonable efforts to resist disclosure until an appropriate protective order can be sought or a waiver of compliance with the relevant provisions of the Agreement granted.

25. In the event parent consent is not obtained for a student, there are two FERPA exceptions that also apply to this Agreement: the school official exception and the studies exception. If either of these exceptions will be used, JFSA will comply with all applicable FERPA requirements and security safeguards as set forth more fully above.

a. School Official Exception

- 1) JFSA is a contractor or outside service provider with whom the District has outsourced

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institutional services or functions that it would otherwise use employees to perform, including, but not limited to assisting in raising literacy scores for elementary school students. 20 U.S.C. § 1232g(b)(1); 34 C.F.R. § 99.31(a)(1).

- 2) For purposes of FERPA, JFSA constitutes a school official with a legitimate educational interest in obtaining access to education records, and will only have access to those particular education records in which they have a legitimate educational interest. 20 U.S.C. § 1232g(b)(1); 34 C.F.R. § 99.31(a)(1).
- 3) The data to be released is set forth fully in the Schedule of Data. JFSA will be under the direct control of the District with respect to the maintenance and use of personally identifiable information from education records provided under the Agreement. 34 C.F.R. § 99.31(a)(1).
- 4) JFSA is subject to the same conditions on the use and redisclosure of personally identifiable information from education records that govern other school officials, including, without limitation, 20 U.S.C. § 1232g; 34 C.F.R. § 99.31(a)(1); 34 C.F.R. § 99.33(a) and (b); NRS 388.272; CCSD Regulation 5125.1 (https://ccsd.net/district/policies-regulations/pdf/5125.1_R.pdf).

b. Studies Exception

- 1) JFSA agrees that the research, analysis, and studies conducted pursuant to this Agreement will be done in accordance with FERPA. 20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. Part 99; NRS 392.029.
- 2) The purpose and scope of the research, analysis, and studies is to improve programs and instruction to enhance student achievement by assisting in raising literacy scores for elementary school students. 20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(6)(i); 34 C.F.R. § 99.31(a)(6)(iii)(C)(1).
- 3) JFSA will use personally identifiable information from education records only to meet the purpose or purposes of the study. 20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(6)(iii)(C)(2).
- 4) JFSA will conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of JFSA with legitimate interests. 20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(6)(iii)(C)(3).
- 5) JFSA will destroy all personally identifiable information when it is no longer needed for the purposes for which the study was conducted, and in the manner set forth more fully above. 20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(6)(iii)(C)(4).

III. Indemnification and Insurance

A. Indemnification

1. To the extent authorized by NRS Chapter 41 or other applicable law, District agrees to indemnify, save and hold JFSA and their respective officers, agents, employees, and volunteers harmless from any and all claims, liabilities, injuries, costs (specifically excluding

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attorney fees and costs of litigation) and damages arising from negligence of the District and its officers and employees in the performance of duties under this Agreement.

2. JFSA agrees to indemnify, save and hold District and their respective officers, agents, and employees harmless from any and all claims, liabilities, injuries, costs and damages arising from negligence of JFSA and its officers, employees or agents, including volunteers who assist, tutor and mentor students during the performance of the duties of this Agreement.
3. JFSA and the District each agree to be responsible for their own employees, volunteers, and agents.

B. Insurance

1. JFSA shall be responsible for maintaining insurance coverage in force for the life of the Agreement. The insurance company(ies) must have an A.M. Best rating of A-VI or better and be licensed to write such insurance in the state of Nevada. Prior to commencement of services provide the District certificate(s) of insurance verifying the coverage. The insurance carrier shall give the District a 30 day written advance notice of any termination, expiration, or any and all changes in coverage. Deductibles and self-insurance retentions shall be declared in the certificate(s) of insurance. All deductibles and retentions are the sole responsibility of JFSA to pay.
2. Evidence of insurance verify the following coverages:
 - a. Commercial General Liability Insurance, including contractual liability and coverage for sexual abuse, molestation and corporal punishment, in accordance with the indemnification requirements in the above paragraph, and including bodily injury, personal injury, and property damage, with limits of at least \$1,000,000.00 per occurrence. The general liability insurance shall name the Clark County School District as an additional insured on a primary, non-contributory basis.
 - b. Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of \$1,000,000.00 combined single limit covering bodily injury and property damage with no additional limitations or exclusions.
 - c. Statutory Workmen's Compensation/Employer's Liability Insurance in compliance with NRS chapters 616A to 616D. JFSA's liability shall be in the amount of not less than \$1,000,000.00. Such coverage will include a waiver of subrogation in favor of the District. Since Nevada law allows volunteers to be treated as an employee for workers compensation benefits, the JFSA Foster Grandparents shall be considered the employee for JFSA, strictly for the purposes of the Workers Compensation statutes in Nevada.
 - d. Professional Liability (Errors & Omissions) with minimum limits of at least \$1,000,000.00 per occurrence. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.
 - e. Cyber Liability with minimum amounts of at least \$1,000,000.00 per occurrence for claims involving privacy violations, information theft, intentional and/or unintentional release and/or extortion.

IV. Other Terms and Conditions

A. Compliance with Law and Rules

1. Both Parties shall comply with all applicable state and federal laws and regulations with respect to the implementation of the Program.
2. JFSA shall comply with all District-wide and site-based rules, regulations, policies, and procedures, including, without limitation, all District regulations and policies which are available at www.ccsd.net, all of which are incorporated herein by this reference. JFSA acknowledges that some District procedures may be a matter of "past practice," and are not in a written format.
3. JFSA understands and agrees that this Agreement may be considered a public record in accordance with NRS Chapter 239.
4. This Agreement does not create a legal duty on behalf of the District to inform JFSA of any new laws, regulations, policies, procedures, or rules.
5. No JFSA staff or FGP volunteer shall transport any District student at any time in connection with the Program.

B. Choice of Law and Venue

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement and that the venue shall be in Clark County.

C. Force Majeure

Neither Party shall be liable for failure or delay in the performance of this Agreement due in whole or in part to an act of God, strike, lockout, or other labor dispute, epidemic, pandemic, civil commotion, sabotage, fire, flood, explosion, act of government, unforeseen shortage or unavailability of materials, or any other causes which are not within the Parties' reasonable control. Obligations under this Agreement should resume as soon as possible should the impediment to performance resolve.

D. Employment Status

1. Foster Grandparents are not employees of District nor of JFSA, are not covered by federal or state workers' compensation insurance, and are not entitled to any salary, insurance, PERS contributions, or any other form of compensation or benefits that District provides for any of its employees.
2. Foster Grandparents are not to displace nor replace paid or contracted employees of District, relieve staff of their routine duties or infringe upon the teacher's supervisory role with the children.
3. Neither District nor JFSA will request or receive compensation from the beneficiaries of FGP

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volunteers; FGP volunteers will not receive a fee for service from beneficiaries.

E. Supervision

All JFSA employees and all FGP volunteers must be directly supervised by an authorized District employee at all times while interacting with any District students.

F. Third Party Rights

This Agreement is made solely for the benefit of the Parties, and not for the benefit of any other individual or entity. There are no third party beneficiary rights created hereby. Only the Parties can enforce the terms of this Agreement.

G. Independent Contractor

It is understood and agreed that JFSA is providing its services as an independent contractor and that neither it, nor any employee or agent of JFSA, shall be deemed, for any purpose, to be an employee (paid or volunteer) or agent of the District. This Agreement does not create a joint venture under state law. JFSA assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Agreement. JFSA shall remain solely responsible for the supervision, daily direction, control, and compensation (including withholding of income taxes and social security contributions, as applicable), of its employees, volunteers and agents.

H. Non-Endorsement

The District is neither endorsing nor suggesting that JFSA Programs or services are the best or only solution. JFSA agrees to make no reference to the District in any promotional literature, promotional material brochures, sales representations, or the like, without the express written consent of the District.

I. Publicity

1. JFSA shall exercise discretion and good judgment when promoting the Program and recruiting volunteers, and shall never disclose personally identifying information of any District student served.
2. JFSA and any FGP volunteers shall not: photograph, videotape, or otherwise record any District students, and shall not publicly disseminate any personally identifying information of District students.
3. JFSA shall not issue any communications of any type suggesting or implying that District endorses JFSA, the Program, or any other product or services that JFSA may offer, without first obtaining District's written authorization, which may be granted or denied, in District's sole discretion.

J. Notice

All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and

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shall be sufficient if delivered by personal delivery, facsimile transmission, electronic mail, United States mail, or nationally recognized overnight courier providing proof of delivery, to the Parties at the contact information listed below:

To JFSA:

Alyson Peltz
FGP Project Director
Jewish Family Service Agency 2309
5851 West Charleston Blvd.
Las Vegas, NV 89146
Phone: 702-732-0304 x109 Fax: 702-794-1255
E-mail: Apeltz@jfsalv.org

To District:

Dr. Bradley Keating
Executive Director, Engagement Unit
Clark County School District
4212 Eucalyptus Avenue, Building 8
Las Vegas, NV 89121
Phone: 702-799-0303
E-mail: brad@nv.ccsd.net

K. Termination

Either Party may terminate this Agreement at any time and for any reason, upon 15 days' written notice to the other Party. Pursuant to NRS 388.272, the District may terminate this Agreement and seek payment of monetary damages for any intentional or grossly negligent noncompliance with the terms of this Agreement related to FERPA and the protection of confidential student information.

L. Assignment

The Parties shall not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

M. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

N. Headings

The section headings in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

O. Survival

Any terms that by their nature survive termination or expiration of this Agreement, will survive.

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P. Waiver

No waiver or any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver of rights regarding any other breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the Party alleged to have granted the waiver.

Q. Authorized Signatures

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the Party for which he or she represents. In addition, the District certifies that it is a public organization.

APPROVED BY:

CLARK COUNTY SCHOOL DISTRICT:

Dr. Jesus F. Jara
Superintendent of Schools

Date

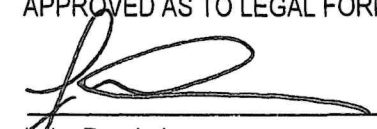
Evelyn Garcia Morales
President, Clark County School District Board of Trustees

Date

Irene Bustamante Adams
Clerk, Clark County School District Board of Trustees

Date

APPROVED AS TO LEGAL FORM:



Luke Puschnig
General Counsel

Reviewed by
~~Jeanne Marie~~ Hanna, Esq. (OGC)

7/18/23

Date

JEWISH FAMILY SERVICE AGENCY OF LAS VEGAS:

Lisa Popovsky
Director of Senior Services
Jewish Family Service Agency

Date

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ATTACHMENT A
LIST OF SCHOOL VOLUNTEER SCHOOLS (STATIONS or SITES)

This Memorandum of Agreement (including attachments) is applicable to the Foster Grandparent Program, its volunteers and services provided to students of Clark County School District on and in the following properties that fall under their portfolio:

Adams, Kirk ES 702-799-8800
580 Fogg Street Las Vegas, NV 89110
Principal: Lenora Bredsguard
Site Liaison: Lenora Bredsguard
Email: Bredsln@nv.ccsd.net

Booker, Kermit ES 702-799-4720
2277 N. Martin L King Blvd, Las Vegas, NV 89106-2132
Principal: Cullen Skyles
Site Liaison: Julie Kiraly
Email: chartjr@nv.ccsd.net

Carl, Kay ES 702-799-6650
5625 Corbett St, Las Vegas, NV 89130
Principal: Brenda Swann
Site Liaison: Sara Polito
Email: tobiasj@nv.ccsd.net

CP Squires ES 702-799-7169
1312 E Tonopah Ave, North Las Vegas, NV 89030-7111
Principal: Tiffany Burlacu
Site Liaison: Linda Cordova or Jennifer Rogers
Email: cordoll@nv.ccsd.net

Cunningham, Cynthia ES 702-799-8780
4145 Jimmy Durante, Las Vegas, NV 89122-5431
Principal: Brione Minor-Mitchell
Site Liaison: Friederike Opalinski
Email: moderf@nv.ccsd.net

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Detwiler, Ollie ES

702-799-1830

1960 Ferrell St Las Vegas NV 89106

Principal: Meagan Lewis

Site Liaison: Cynthia Darcy

Email: DarcyCL@nv.ccsd.net

Diskin, Pat ES

702-799-5930

4220 Ravenwood Drive, Las Vegas, NV 89147-4526

Principal: Regina Ballard

Site Liaison: Jim Lenahan

Email: lenahjm@nv.ccsd.net

Edith Garehime ES

702-799-6000

3850 N Campbell Road, Las Vegas, NV 89129

Principal: LaTara Laster

Site Liaison: Shannon Heffernan

Email: heffesi@nv.ccsd.net

Galloway, Fay ES

702-799-8920

701 Skyline Road, Henderson, NV 89002-8215

Principal: Kortney Smith

Site Liaison: Jessica Knudson

Email: knudsjm1@nv.ccsd.net

Gehring Academy of Science and Technology

702-799-6899

1155 East Richmar Ave, Las Vegas, NV 89123

Principal: Lana Roper

Site Liaison: Melissa Walters

Email: sailoms@nv.ccsd.net

Griffith ES

702-799-4200

324 Essex Drive, Las Vegas, NV 89107-2103

Principal: Lori Andrews

Site Liaison: Carol Goree/Lori Andrews

Email: Andrej1@nv.ccsd.net / Goreec@nv.ccsd.net

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Halle Hewetson ES

702-799-7896

701 N 20th Street, Las Vegas NV 89101

Principal: Mark Connors

Site Liaison: Cecilia Bojorquez

Email: bojorc@nv.ccsd.net

Jacobson, Walter E. ES

702-799-4320

8400 Boseck Drive, Las Vegas, NV 89145

Principal: Donald McKinney

Site Liaison: Dr. Carla Buchanan

Email: buchaca@nv.ccsd.net

Keller, Charlotte & Jerry ES

702-799-2140

5445 Cedar Ave, Las Vegas, NV 89110-3760

Principal: Audrey Carroll

Site Liaison: Deborah Treglio

Email: Tregld@nv.ccsd.net

Kelly, Matt ES

702-799-4750

1900 N "J" St, Las Vegas, NV 89106-2510

Principal: Jerrell Hall

Site Liaison: Angela Mathis

Email: Mathiac@nv.ccsd.net

Long, Walter ES

702-799-7456

2000 S. Walnut St, Las Vegas, NV 89102

Principal: Rigel Painter

Site Liaison: Elise Bruinsma

Email: bruinea@nv.ccsd.net

Tate, Myrtle ES

702-799-7360

4150 East Carey Avenue, Las Vegas, NV 89115

Principal: Sarah Popek

Site Liaison: Sarah Popek

Email: Popeks@nv.ccsd.net

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Richard Priest ES

702-799-6200

4150 Fuselier Drive, Las Vegas, NV 89032

Principal: Pamela Hays

Site Liaison: Tamara Bonica

Email: bonict@nv.ccsd.net

Smith, Helen Marie ES

702-799-4300

Address 7101 Pinedale Ave, Las Vegas, NV 89145

Principal: Jennifer Wright

Site Liaison: Dawn Blinder

Email: Blinddn@nv.ccsd.net

Smith, Hal ES

702-799-3700

5150 E Desert Inn Rd, Las Vegas, NV 89122

Principal: Angela Shepard

Site Liaison: Shawnee Fierro

Email: fierrs@nv.ccsd.net

Tanaka ES

702-799-2504

9135 West Maule Ave Las Vegas NV 89148

Principal: Tony Davis

Site Liaison: Jana Wright

Email: peterj@nv.ccsd.net

Twin Lakes ES

702-799-4790

1205 Silver Lake Drive, Las Vegas, NV 89108

Principal: Hilary Malloy

Site Liaison: Laurie Gnoyski

Email: gnoysl@nv.ccsd.net

Watson, Fredric W. ES

702-799-7040

5845 N Commerce St, North Las Vegas, NV 89031-1791

Principal: Shawn Nielson

Site Liaison: Cristina Manns

Email: mannsce@nv.ccsd.net

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Whitney ES

702-799-7790

5005 Keenan Ave, Las Vegas, NV 89122-7461

Principal: Melissa Roehm

Site Liaison: Tammy Tiutiunnyk

Email: tiutitm@nv.ccsd.net

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**Attachment B
Schedule of Data**

The Clark County School District will provide the Jewish Family Service Agency (JFSA) with the following personally identifiable student data once a semester for students who are being directly served by JFSA in the Foster Grandparent Program. The data will be provided to JFSA in electronic or pdf format (no Infinite Campus access).

Category of Data	Elements	Data is Permitted	Data is Not Permitted
Assessment	State standardized test scores (at intervals the data is typically prepared). This data is only available once per year, and is only available for students in Grades 3-5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify: MAP Growth assessment (or the District defined formative assessment)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Attendance	Student attendance summary data	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Gender	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Language information (Home language)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Enrollment	Student school of enrollment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs (if available)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Class of graduation (for high school students only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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**Attachment B
Schedule of
Data**

Category of Data	Elements	Data is Permitted	Data is Not Permitted
Schedule	Student scheduled courses	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Special Indicator	English language learner status	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504 Accommodation Plan) (status only, not specific disability)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Student Identifier	Local (School District) ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District Survey Responses	District Student, Parent/Family responses to surveys or questionnaires (if available and not confidential)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, the undersigned serving in the capacity as an authorized representative of JFSA do hereby represent and warrant that the data indicated herein is the full complement of data required to support the subject Agreement between Clark County School District and JFSA. It is further stipulated that no additional student and/or District data will be solicited from other sources (i.e., students, guardians, schools) to support the effort unless such request is supported by an Amendment issued by District.

Jewish Family Service Agency

Signature of Authorized Representative: _____
 Print Name: _____
 Title: _____
 Email Address: _____
 Phone Number: _____
 Date: _____

**Attachment C
Certificate of Data Destruction/Return**

I, the undersigned serving in the capacity as an authorized representative of the Jewish Family Service Agency (JFSA) do hereby represent and warrant (initial next to applicable Parts below):

Part A – Destruction:

____ District data provided to JFSA in the performance of the subject Agreement between Clark County School District and JFSA was Destroyed on____, 20____in accordance with the Agreement’s requirements.

____ District data provided by JFSA to its District approved Subcontractor(s) (listed below) in the performance of the subject Agreement was Destroyed on_____, 20____in accordance with the Agreement’s requirements. JFSA is responsible for verifying the Subcontractor(s) have Destroyed District data.

Subcontractor Name(s): _____

Part B – Return: (If selected by District, JFSA shall also complete Part A)

____ District data provided to and/or generated by JFSA in the performance of the subject Agreement was Returned on_____, 20____in accordance with the Agreement’s requirements.

____ District data provided to and/or generated by JFSA’s Subcontractor(s) in the performance of the subject Agreement was Returned on_____, 20____in accordance with the Agreement’s requirements.

Jewish Family Service Agency

Signature of Authorized Representative _____

Print Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Date: _____